The vision of the
South Orange County Community College District
is to be a leader in exemplary teaching and learning,
student success and community partnerships.

AGENDA

Meeting of the Board of Trustees

South Orange County
Community College District

Monday, November 18, 2024

Call to order: 5:00 p.m.
[Followed by Public Comments/Closed Session]
Reconvene Open Session: 6:30 p.m.

Ronald Reagan Board of Trustees, Room145
Health Sciences/District Offices Building
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

Any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at: Office of the Chancellor and Trustee Services, Room 334, Health Sciences/District Offices Building, Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.
Such writings may also be posted on the District's website: http://www.socccd.edu
All Board meetings, excluding closed sessions, shall be electronically recorded for public viewing.

Board of Trustees
Timothy Jemal– President, Terri Rydell – Vice President, Carolyn Inmon – Clerk,
Marcia Milchiker, Barbara J. Jay, T.J. Prendergast, III, Ryan Dack, Student Trustee Sharla Clemente
Julianna M. Barnes, Chancellor

Monday, November 18, 2024
Meeting of the Board of Trustees - November 18, 2024

Primary Location: Saddleback College Health Sciences/District Offices Building, Ronald Reagan Board of Trustees, Room 145, 28000 Marguerite Parkway, Mission Viejo, CA.
CALL TO ORDER: 5:00 P.M.

Any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at the Office of the Chancellor and Board of Trustees, Room 334, Health Sciences/District Services Offices Building, Saddleback College, 28000 Marguerite Parkway, Mission Viejo, CA. Such writings may also be posted on the District's website at: www.socccd.edu. All Board meetings, excluding closed sessions, shall be electronically recorded for public viewing.

American with Disabilities Act (ADA)
It is the policy of the SOCCCD to fully comply with the requirements of the Americans with Disabilities Act. Consistent with that policy, the facilities where this event will be held are wheelchair accessible. Upon request, this announcement and the agenda or program for the event and any related materials, will be provided in alternative formats (such as large print, braille or accessible electronic text). If you need such materials or other disability accommodations (such as a translator) or more information, please contact the Office of the Chancellor at (949) 582-4840 at least 48 hours before the scheduled event.

1. CALL TO ORDER

Subject	**1.1 Call to Order 5:00 P.M.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

CALL TO ORDER: 5:00 P.M.

Any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspectio by the public at the Office of the Chancellor and Board of Trustees, Room 334, Health Sciences/District Services Offices Building, Saddleback College, 28000 Marguerite Parkway, Mission Viejo, CA. Such writings may also be posted on th District's website at: www.socccd.edu. All Board meetings, excluding closed sessions, shall be electronically recorded for public viewing.

American with Disabilities Act (ADA)

It is the policy of the SOCCCD to fully comply with the requirements of Americans with Disabilities Act. Consistent with that policy, the facilities where event will be held are wheelchair accessible. Upon request, this announcement the agenda or program for the event and any related materials, will be provide alternative formats (such as large print, braille or accessible electronic text). If need such materials or other disability accommodations (such as a translator more information, please contact the Office of the Chancellor at (949) 582-484

1. CALL TO ORDER

Subject	**1.2 Public Access to Live-Stream Meeting Link**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

Access to the Board of Trustees meeting is available via the District's YouTube channel by clicking on the following Live Stream link below:

Live Stream Board Meeting Link – November 18, 2024.

1. CALL TO ORDER

Subject	**1.3 Public Comments - Closed Session Only**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

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 prior to the start of closed session. The forms are available outside of the board room. Speakers are limited to up to two minutes each.

Recess to closed session.

2. CLOSED SESSION

Subject	**2.1 Student Discipline (Education Code Section 72122) (1 Matter)**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

A. Student Discipline
Saddleback College Student

2. CLOSED SESSION

Subject	**2.2 Conference with Real Property Negotiators (Government Code Section 54956.8):**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

A. Lease of Property by District: Approximately 20.4 acres of real property located at 1601 Victory Road and 1659 Victory Road, Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), Elizabeth Hall, Jackson Tidus (District Real Estate Legal Counsel), and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Negotiating Parties: Ednovate, Di Tennis Academy, and Victory AI Academy

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property

2. CLOSED SESSION

Subject	**2.3 Conference with Legal Counsel (Government Code Section 54956.9)**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

A. Anticipated Litigation (Government Code Section 54956.9(d)(2).)
Significant exposure to litigation: 2 potential cases

B. Litigation (Government Code Section 54956.9(d)(1).)
(1 case)
Beverly Hill v. South Orange County Community College District (Claim #617963)

2. CLOSED SESSION

Subject	**2.4 Conference with Labor Negotiators (Government Code Section 54957.6)**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

A. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR

B. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR

C. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR

2. CLOSED SESSION

Subject	**2.5 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 54954.5)e))**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957)

3. PUBLIC SESSION

Subject	**3.1 Reconvene to Open Session at 6:30 p.m.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

3. PUBLIC SESSION

Subject	**3.2 Actions Taken in Closed Session**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

3. PUBLIC SESSION

Subject	**3.3 Invocation Led by Trustee Marcia Milchiker**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

3. PUBLIC SESSION

Subject	**3.4 Pledge of Allegiance Led by Trustee T.J. Prendergast**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

3. PUBLIC SESSION

Subject	**3.5 Public Comments**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Procedural

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 the form prior to the beginning of open session. These forms are available outside the board room. Speakers are limited to up to two minutes each. The maximum time allotment for public speakers on any one topic regardless of the number of speakers shall be twenty (20) minutes. At the discretion of a majority of the Board, the time limit may be extended.

4. ORAL REPORTS

Subject	**4.1 Board Reports**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Trustee Tim Jemal, President
Trustee Terri Rydell, Vice President
Trustee Carolyn Inmon, Clerk of the Board
Trustee Ryan Dack, Member
Trustee Marcia Milchiker, Member
Trustee T.J. Prendergast, III., Member
Student Trustee Sharla Clemente

4. ORAL REPORTS

Subject	**4.2 Associated Student Government Reports**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Kristian Suazo - Saddleback College
Clarice Encarnacion - Irvine Valley College

4. ORAL REPORTS

Subject	**4.3 Irvine Valley College Academic Senate**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Rebecca Beck

4. ORAL REPORTS

Subject	**4.4 Saddleback College Academic Senate**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Dan Walsh

4. ORAL REPORTS

Subject	**4.5 Faculty Association**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Robert Melendez

4. ORAL REPORTS

Subject	**4.6 Irvine Valley College Classified Senate**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Abner "Ace" Caguioa

4. ORAL REPORTS

Subject	**4.7 Saddleback College Classified Senate**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Erlynne Ballo

4. ORAL REPORTS

Subject	**4.8 California School Employee Association**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Scott Ferguson Greene

4. ORAL REPORTS

Subject	**4.9 Police Officers Association**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Beau Arbuthnot

4. ORAL REPORTS

Subject	**4.10 Board Request(s) for Reports**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Board of Trustees/Chancellor" section of the Board meeting agenda.

5. PUBLIC HEARINGS

Subject	**5.1 NONE**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	

6. RESOLUTIONS

Subject	**6.1 SOCCCD: Resolution - National Native American Heritage Month**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve the resolution as submitted.

A resolution to designate the month of November as Native American Heritage Month in celebration of the contributions of Native American to the United States.

National Native American Heritage Month is a time to celebrate rich and diverse cultures, traditions, and histories and to acknowledge the important contributions of Native American people. Native American Heritage Month is also an opportune time to educate the public about the traditions and contributions of Native Americans in education, art, literature, government, sports, science and technology past and present.

It is also a time to raise awareness about the unique challenges Native people have faced both historically and in the present, and the ways in which tribal citizens have worked to conquer these challenges.

An official resolution was first passed by the U.S. Congress in 1990. To date, there are 574 federally recognized tribes and 324 Native American reservations recognized across the United States.

Item Submitted By: *Julianna M. Barnes, Chancellor*

File Attachments
Board Resolution Nov 2024 Native Heritage.pdf (2,434 KB)

South Orange County Community College District

November 18, 2024

Board of Trustees Resolution

Proclaiming November 2024 National Native American Heritage Month

Whereas, from November 1, 2024, through November 30, 2024, the United States celebrates National Native American Heritage Month; and it is an opportunity to consider and recognize the contributions of Native Americans to the history of the United States; and

Whereas, Native Americans are descendants of the original, indigenous inhabitants of what is now the United States; and the U.S. Census Bureau estimated that, in 2020, there were more than 6.79 million individuals of Native American descent in the United States. There are now more indigenous people in elected positions in the U.S. government than ever before; and

Whereas, the original inhabitants of Orange County and the surrounding areas are the Gabrieleño (or Gabrielino) Indians and the Juaneño Indians. The Gabrieleño were given this name by the Spanish, because they were named after the San Gabriel Mission, but they call themselves Tongva.

Whereas, the Tongva migrated into the Southern California region about 1,500 to 2,000 years ago. There were about 5,000 Native Americans that lived from the foothills of the San Gabriel Mountains to the shores of Laguna Beach, and as far inland as Temecula.

Whereas, Native Americans maintain vibrant cultures and traditions and hold a deeply rooted sense of community. They have made important contributions to the United States and the rest of the world in many fields, including the fields of agriculture, medicine, music, language, and art; and

Whereas, Native American culture emphasizes harmony with nature, endurance of suffering, respect, and noninterference with others, a strong belief that man is inherently good and should be respected for his decisions; and

Continued on Page 2

Board of Trustees Resolution

Proclaiming November 2024 National Native American Heritage Month

Whereas, countless Native Americas have served in our Armed Forces. They were communication specialists – the American Indian Code Talkers – during World War I and II, sending coded messages in their native languages, indecipherable by opposing forces. Major Howard Connor of the 5th Marine Division stated that "were it not for the Navajos, the Marines would never have taken Iwo Jima"; and

Whereas, Native American leaders like Muwekma Ohlone Tribe Chair Rose Mary Cambra, Winnebago and Chippewa attorney Colin Cloud Hampson, Amah Mutsun Tribal Band Chair Valentin Lopez, and Indian Canyon Tribal Chair Ann Marie Sayers have sustained Native American culture and traditions and shared them with students, scholars, and the community; now, therefore,

Be it resolved, that the South Orange County Community College District recognizes the month of November 2024 as "National Native American Heritage Month" and urges all schools and the community to observe National Native American Heritage Month with appropriate programs and activities to celebrate the rich history, culture, and traditions of America's first citizens.

Timothy Jemal, President

Terri Rydell, EdD, Vice President

Carolyn Inmon, Clerk

Ryan Dack, Member

Marcia Milchiker, Member

T.J. Prendergast III, Member

Julianna M. Asperin Barnes, EdD, Chancellor

Sharla Clemente, Student Member

6. RESOLUTIONS

Subject	**6.2 SOCCCD: Resolution - Filipino American History Month**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve the resolution as submitted.

The celebration of Filipino American History Month (FANHS) in October commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when “Luzones Indios” came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California.

In 2009, U.S. Congress recognized October as Filipino American History Month in the United States. Various states, counties, and cities in the U.S. have established proclamations and resolutions declaring observance of Filipino American History Month. The late Dr. Fred Cordova, along with his wife, FANHS Founder Dr. Dorothy Laigo Cordova, first introduced October as Filipino American History Month in 1992 with a resolution from the FANHS National Board of Trustees.

Across the nation, FANHS Chapters, colleges and universities, museums, and community groups will be commemorating Filipino American History Month with various activities and events to bring awareness of the significant role Filipinos have played in American history.

Item Submitted By: *Julianna M. Barnes, Chancellor*

File Attachments
Board Resolution Nov 2024 Filipino.pdf (2,431 KB)

South Orange County Community College District

November 18, 2024

Board of Trustees Resolution

Recognizing October as Filipino-American History Month

Whereas, this is an appropriate time to promote and reflect on the richness of Filipino and Filipino-American history and culture and to provide all Americans with the opportunity to learn, appreciate, and honor Filipino Americans and their historic and social contributions to the history of the USA.

Whereas, the Filipino-American National Historical Society established Filipino-American History Month in 1988 and subsequently, every October, several communities throughout the United States and its territories, have celebrated this occasion, to commemorate the anniversary of the presence of the first Filipinos on US soil and to observe its heritage, and recognize the social, intellectual and economic contributions of Filipinos and Filipino-Americans in this country; and

Whereas, Filipino-American servicemen and servicewomen have a longstanding history of serving to protect and defend this country in the Armed Forces, from the Civil War to the Iraq and Afghanistan conflicts; and

Whereas, the earliest documented evidence of Filipinos in the continental United States occurred on October 18, 1587, when mariners called “Luzones Indios” under Spanish command landed in Morro Bay, California; and

Whereas, today, the Filipino-American community is the second largest Asian American group in the United States, with an estimated population of 3,400,000 people; and

Continued on Page 2

Board of Trustees Resolution

Recognizing October as Filipino-American History Month

Whereas, immigrants from the Philippines and their families truly have enriched our nation through their work in agriculture, their service in the Armed Forces, their contributions of skills and expertise as engineers, scientists, accountants, teachers, lawyers, nurses, and doctors, and their participation in public offices, civic affairs, and community activities; and

Whereas, Filipino-American History Month was first proclaimed by the 111th Congress of the United States in November 2009; now, therefore,

Be it resolved, that the South Orange County Community College District hereby recognizes October each year as Filipino American History Month.

Timothy Jemal, President

Terri Rydell, EdD, Vice President

Carolyn Inmon, Clerk

Ryan Dack, Member

Marcia Milchiker, Member

T.J. Prendergast III, Member

Julianna M. Asperin Barnes, EdD, Chancellor

Sharla Clemente, Student Member

7. BOARD OF TRUSTEES/CHANCELLOR

Subject	**7.1 SOCCCD: Trustees' Requests for Attending Conferences**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A.

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. A draft schedule of events for the Association of Community College Trustees (ACCT) conference is included as Exhibit B. The preliminary schedule for the American Association of Community Colleges (AACC) conference is included as Exhibit C.

Item Submitted By: *Julianna M. Barnes, Chancellor*

File Attachments
Exh A Board Conference Request.pdf (84 KB)
Exh B- 2025 GLI Draft Agenda.pdf (712 KB)
Exhibit C AACC Preliminary Schedule.pdf (877 KB)

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
ACCT 2025 Governance Leadership Institute Hyatt Place Waikiki Beach Honolulu, HI	March 16-18, 2025	$3530		
AACC 2025: The Rhythm of Student Success Music City Center Nashville, TN	April 12-16, 2025	$4484		

* The figure in parentheses is the estimated number of nights lodging
** The amount listed includes estimated airfare, lodging, meals, and other expenditures

ACCT ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES

GLI GOVERNANCE LEADERSHIP INSTITUTES

Governance Leadership Institute:
Strengthening the Leadership Team of the Board
March 16 - 18, 2025
Windward Community College, Oahu, Hawai'i

DRAFT AGENDA

Sunday, March 16th, 2025	
5:00 pm - 7:00 pm	**REGISTRATION, WELCOME RECEPTION & ICE BREAKERS** HYATT PLACE WAIKIKI BEACH
Monday, March 17th, 2025	
7:30 am	TRANSPORTATION from Hotel to College (ACCT will provide)
8 am - 8:45 am	**BREAKFAST @ WINDWARD COMMUNITY COLLEGE**
8:45 am – 9:00 am	**WELCOME** ✦ **Jee Hang Lee,** President and CEO, ACCT
9:00 am - 9:15 am	**PROGRAM OVERVIEW**
9:15 am - 10:30 am	**SECTION ONE: WHAT I LEARNED AS BOARD CHAIR**
10:30 am – 10:45 am	**BREAK**
10:45 am – 12:15 am	**Section Two: Building a Strong CEO/Board Relationship**
12:15 pm -1:30 pm	**CAMPUS TOUR & LUNCH** **Lunch**: 12:15 pm – 12: 45 pm **Campus Tour**: 12:45 - 1:30 pm
1:30 pm - 2:30 pm	**Section Three: WHAT TRUSTEES NEED TO KNOW ABOUT BOARD GOVERNANCE**
2:30 pm - 2:45 pm	BREAK
2:45 pm - 3:45 pm	**SECTION FOUR: How to Work with Challenging Board Members**
3:45 pm - 4:00 pm	**WRAP-UP & EMERGING TOPICS**
4:00 pm	TRANSPORTATION to HOTEL (ACCT will provide)

Tuesday, March 18, 2025	
7:30 am	TRANSPORTATION from HOTEL to COLLEGE (ACCT will provide)
8:00 am - 8:30 am	**BREAKFAST @ WINDWARD COMMUNITY COLLEGE**
8:30 am - 8:45 am	**WELCOME & REFLECTIONS**
8:45 am - 10:00 am	**SECTION FIVE: THE BOARD AS AN ADVOCATE**

DRAFT

	Jee Hang Lee, President and CEO, ACCT
10:00 am - 10:30 am	BREAK
10:30 am - 11:45 am	**Section Six: Succession Planning for the Board – Navigating the Leadership Pipeline**
11:45 am – 12:30 pm	LUNCH
12:30 pm - 1:30 pm	**Section Seven: The Board's Role During a Crisis**
1:30 pm – 1:45 pm	**BREAK**
1:45 pm - 2:45 pm	**Section Eight: Best Practices of Highly Effective Board**
2:45 pm – 3:00 pm	**Wrap Up**
3:00 pm	TRANSPORTATION to HOTEL (ACCT will provide)

PRELIMINARY SCHEDULE

This preliminary schedule is subject to change.

Saturday, April 12

TIME	EVENT
8:00 – 11:00 AM	AACC Commissions Meetings (by invitation)
8:45 – 11:00 AM	AACC Board of Directors Executive Committee (by invitation)
8:00 AM – 5:00 PM	Pre-conference workshops (pre-registration required)
11:00 AM – 12:00 PM	AACC Board of Directors' Lunch (by invitation)
12:00 PM – 2:00 PM	AACC Board of Directors Meeting
12:00 PM – 5:00 PM	Registration Hours
2:00 – 5:00 PM	AACC Board of Directors Committee Meetings (by invitation)
5:30 – 8:30 PM	TBD (pre-registration required)
5:30 – 9:30 PM	AACC Outgoing Board Member Dinner (by invitation)
5:15 – 6:15 PM	Reception for New CEO Academy (by invitation)

Sunday, April 13

TIME	EVENT
8:00 – 8:45 AM	AACC Board of Directors Breakfast (by invitation)
8:00 AM – 12:00 PM	Exhibitor Move-In
8:00 AM – 12:00 PM	Business Meetings (check with hosting organization)
8:00 AM – 4:30 PM	Pre-conference workshops (pre-registration required)
8:45 AM – 12:00 PM	AACC Board of Directors Meeting
8:00 AM – 4:00 PM	Business Meetings (check with hosting organization)
10:00 AM – 5:00 PM	Registration Hours
10:00 AM – 5:00 PM	Business Connection Lounge Hours (attendee/exhibitor meetings) Mindfulness Lounge
12:00 – 4:00 PM	Business Meetings (check with hosting organization)
12:00 – 1:00 PM	Convention Orientation for First-Time Attendees in (Exhibit Hall)
1:00 PM	Networking Scavenger Hunt Begins
1:00 – 2:00 PM	Afternoon Refueling Break - Uninterrupted Time for Exhibitor Visits
1:10 – 1:40 PM	NextGen Tech Demo (30 minutes)
2:00 – 3:00 PM	Learnovation Lab (60 minutes)
2:30 – 3:00 PM	Ignite Sessions (30 minutes)
3:15 – 4:15 PM	Afternoon Refueling Break - Uninterrupted Time for Exhibitor Visits
3:30 – 4:00 PM	NextGen Tech Demo (30 minutes)
4:30 – 6:00 PM	Edmund J. Gleazer Opening Lecture w/fireside chat "Wear a piece of your college's swag."
6:00 – 7:00 PM	AACC Opening Reception

7:00 – 9:00 PM	Affiliate and Corporate Receptions Open Evening to Entertain

Monday, April 14

TIME	EVENT
7:00 – 8:30 AM	Breakfast Meetings (check with the hosting organizations)
8:00 – 9:30 AM	AACC/ACCT Joint Executive Committees Meeting (by invitation)
8:30 – 4:00 PM	Registration Hours
8:00 – 9:00 AM	Morning Mindfulness Session (pre-registration required)
8:30 – 9:15 AM	Peer-to-Peer Learning
8:45 – 9:15 AM 9:30 – 10:00 AM	Ignite Sessions
9:30 – 10:30 AM	Learnovation Labs
10:45 – 11:45 AM	Coffee and Snack Break - Uninterrupted Time for Exhibitor Visits
10:50 – 11:20 AM	NextGen Tech Demo
12:00 – 2:00 PM	Hail and Farewell Luncheon and AACC Annual Business Meeting (pre-registration required)
2:15 – 3:15 PM	Dessert Social – Uninterrupted Time for Exhibitor Visits
2:20 – 2:50 PM	NextGen Tech Demo
3:15 – 4:00 PM	Peer-to-Peer Learning
3:30 – 4:00 PM 4:15 – 4:45 PM	Ignite Sessions
5:00 – 8:00 PM	Murder Mystery Dinner (pre-registration required)
5:30 – 7:30 PM	Paint & Prosecco (pre-registration required)
5:00 – 8:00 PM	Cards & Choruses (pre-registration required) Fashion yourself as the card GOAT! Join us for spades, bid whist, Uno, and a live DJ.
5:15 – 7:00 PM	Affiliate and Corporate Receptions

Tuesday, April 15

TIME	EVENT
7:00 – 8:00 AM	Morning Mindfulness Session (pre-registration required)
7:00 – 8:30 AM	Breakfast Meetings These meetings are offered by organizations that affiliate with AACC
8:30 AM – 12:00 PM	Registration Hours
8:00 – 8:30 AM 8:45 – 9:15 AM	Ignite Sessions
8:00 – 9:00 AM	Learnovation Lab
8:45 – 9:15 AM	Peer-to-Peer Learning
9:00 – 10:00 AM	Fireside Chat w/Influencers and Content Creators
9:15 – 10:15 AM	Learnovation Labs
9:30 – 10:00 AM	Ignite Sessions
10:00 – 11:00 AM	Coffee and Snack Break - Uninterrupted Time for Exhibitor Visits
10:00 – 10:30 AM	NextGen Tech Demo
11:15 – 11:45 PM	Ignite Sessions
11:15 AM – 12:15 PM	Learnovation Labs
12:15 – 1:15 PM	Snack Break - Uninterrupted Time for Exhibitor Visits
12:30 – 1:30 PM	NextGen Tech Demo

1:15 PM	Scavenger Hunt Ends
1:30 – 2:00 PM 2:15 – 2:45 PM 3:00 – 3:30 PM	Ignite Sessions
1:30 – 2:30 PM	Learnovation Labs
2:45 – 3:45 PM	Group Activities in Exhibitor Areas
4:00 – 5:00 PM	Refueling Break – Uninterrupted Time for Exhibitor Visits and Attendee Happy Hour
5:00 – 6:00 PM	Awards of Excellence Gala Reception for Finalists (by invitation)
6:15 – 9:30 PM	Awards of Excellence Gala

Wednesday, April 16

TIME	EVENT
8:30 – 9:00 AM 9:15 – 9:45 AM	Ignite Sessions
8:30 – 9:30 AM	Learnovation Lab
10:00 AM – 12:00 PM	David R. Pierce Lecture Honoring Outstanding Alumni

7. BOARD OF TRUSTEES/CHANCELLOR

Subject	**7.2 SOCCCD: Board Member Compensation**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve the adjustment of monthly compensation from $441.00 to $750.00 for Board members and from $220.50 to $375.00 for the Student member, pursuant to Board Policy 2725 – Board Member Compensation and Education Code Section 72024, for the period commencing in December 2024.

BACKGROUND

California Education Code 72024 sets maximum compensation for Board members based on the full-time equivalent students (FTES) reported annually on the Apportionment Attendance Report, also called the CCFS-320 Report. Compensation for the current fiscal year is based on the reported FTES for the prior academic/fiscal year. The required minimum FTES to qualify for a specific level of compensation is defined in Education Code Section 72024, is included in Board Policy 2725 – *Board Member Compensation, and is shown below*:

1. Over 150 but less than 1,000 FTES equals $120 per month;
2. Over 1,000 but less than 10,000 FTES equals $240 per month;
3. Over 10,000 but less than 25,000 FTES equals $400 per month;
4. Over 25,000 but less than 60,000 FTES equals $750 per month; and
5. Over 60,000 FTES, equals $1,500 per month

The 2023-24 CCFS-320 Report (EXHIBIT A) was certified on October 2, 2024, with a total reported FTES of 28,245.73, which includes both the California State Resident total (26,656.75) and the Nonresident total (1,213.98).

STATUS

Since the 2023-24 CCFS-320 Report total reported FTES equals 28,245.73, the Board Member compensation no longer falls within category three (3) compensation. Therefore, Board member compensation for the 2024-25 fiscal year (based on the 2023-24 320 report) qualifies under category four (4) at $750 per month in accordance with Education Code Section 72024(a)(3). Prior raises are not transportable to the new monthly compensation.

Historically, the Student member of the Board of Trustees receives fifty percent of the Board member compensation. Therefore, the Student member will receive $375 per month for the 2024-25 fiscal year beginning in December 2024.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the adjustment of monthly compensation from $441.00 to $750.00 for Board members and from $220.50 to $375.00 for the Student member, pursuant to Board Policy 2725 – *Board Member Compensation* and Education Code Section 72024, for the period commencing in December 2024.

Item Submitted By: *Julianna M. Barnes, Chancellor*

File Attachments
Exhibit A - 320_2023-24_Recalc_Certified_10.2.24.pdf (833 KB)

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CERTIFICATION

I, the District Chief Executive Officer, hereby certify that, to the best of my knowledge and belief (1) this report is true and correct, and (2) all data have been reported and compiled in accordance with provisions of the Education Code and Title 5 regulations adopted by the Board of Governors and instructions on this form.

I further certify that I have determined through consultation with staff directly responsible that (1) FTES reported on this form for State apportionments includes only courses which had received individual prior approval or were part of programs with prior approval by the governing board of the district and the Chancellor's Office; (2) no attendance has been reported for: (a) courses which do not fully comply with Title 5 Section 58051.5 relative to open enrollment and participation by any person who is otherwise qualified and eligible for admission to the college, except for inmate education courses maintained pursuant to Title 5 Section 58051.6, or (b) courses excluded from State apportionments by Education Code Section 8538 or, (c) indentured apprentices in courses of related and supplemental instruction maintained pursuant to Section 3074 of the Labor Code; and (3) all FTES eligible for State support have been reported whether or not funding is available.

Chief Executive Officer: Julianna Barnes

Electronic Certification Date: Wednesday, October 02, 2024

District Contact Person: Denice Inciong

Title: District Director of Research, Planning and Data Management

Phone: (949) 582-4997

EMail: dinciong@soccccd.edu

The Chancellor's Office no longer requires a report to be submitted electronically (PDF) or by mail, as districts certify through the CCFS-320. No further action is required by the district.

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART I. FULL-TIME EQUIVALENT STUDENTS

	State Residents (and Nonresidents Attending Noncredit Courses)	
	Attendance FTES	**Factored FTES**
Summer Intersession (Summer 2023 Only)		
1. Noncredit (Parts IV.A.1 + VII.A.3)	620.99	620.99
2. Credit (Parts III.A.1 + VI.A.1)	3,283.10	3,283.10
Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. Noncredit (Parts IV.B.1 + VII.B.3)	0.00	0.00
2. Credit (Parts III.B.1 + VI.B.2 + VI.B.1)	24.74	24.74
Primary Terms (Exclusive of Summer Intersession)		
1. Census Procedure Courses		
(a) Weekly Census Contact Hours (Part II)	7,304.38	7,304.38
(b) Daily Census Contact Hours (Part III)	277.84	292.90
2. Actual Hours of Attendance Procedure Courses		
(a) Noncredit (Part IV.C)	3,033.14	3,197.54
(b) Credit (Part IV.D)	567.24	597.98
3. Alternative Attendance Accounting Procedure Courses		
(a) Weekly Census Procedure Courses (Part V)(Credit)	6,573.20	6,573.20
(b) Daily Census Procedure Courses (Part V)(Credit)	4,144.45	4,369.08
(c) Noncredit Independent Study/Distance Education Courses (Part VII.C)	372.64	392.84
Total FTES		
Total Credit FTES	22,174.95	22,445.38
Total Noncredit FTES	4,026.77	4,211.37
Total FTES	26,201.72	26,656.75

Supplemental Information	**FTES**
Inservice Training Courses	0.00
Basic Skills Courses and Immigrant Education (Noncredit)	2,119.31
Basic Skills Courses and Immigrant Education (Credit)	218.16

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART I. FULL-TIME EQUIVALENT STUDENTS

	Nonresidents	
	Attendance FTES	**Factored FTES**
Summer Intersession (Summer 2023 Only)		
1. Noncredit (Parts IV.A.1 + VII.A.3)	0.00	0.00
2. Credit (Parts III.A.1 + VI.A.1)	130.76	130.76
Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. Noncredit (Parts IV.B.1 + VII.B.3)	0.00	0.00
2. Credit (Parts III.B.1 + VI.B.2 + VI.B.1)	0.55	0.55
Primary Terms (Exclusive of Summer Intersession)		
1. Census Procedure Courses		
(a) Weekly Census Contact Hours (Part II)	564.52	564.52
(b) Daily Census Contact Hours (Part III)	30.91	32.58
2. Actual Hours of Attendance Procedure Courses		
(a) Noncredit (Part IV.C)	0.00	0.00
(b) Credit (Part IV.D)	28.25	29.78
3. Alternative Attendance Accounting Procedure Courses		
(a) Weekly Census Procedure Courses (Part V)(Credit)	280.76	280.76
(b) Daily Census Procedure Courses (Part V)(Credit)	166.03	175.03
(c) Noncredit Independent Study/Distance Education Courses (Part VII.C)	0.00	0.00
Total FTES		
Total Credit FTES	1,201.78	1,213.98
Total Noncredit FTES	0.00	0.00
Total FTES	1,201.78	1,213.98

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART II. STUDENT CONTACT HOURS OF WEEKLY CENSUS PROCEDURE COURSES

Reference: Education Code Section 84750 Title 5 Sections 55100, 58003.1(b), 58004, 58050, 58051	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. First Primary Term		
1. 1st CW Day	90,880.70	6,752.50
2. 1st CW Extended Day	21,214.70	1,581.50
B. Second Primary Term		
1. 1st CW Day	85,481.70	6,887.60
2. 1st CW Extended Day	21,554.10	1,714.00
C. Third Primary Term		
1. 1st CW Day	0.00	0.00
2. 1st CW Extended Day	0.00	0.00

Calculated FTES	**Resident FTES**	**Nonresident FTES**
First Period Report Part 1.C.(1)(a)	7,481.04	568.69
Second Period Report Part 1.C.(1)(a)	7,306.34	567.35
Annual Period Report Part 1.C.(1)(a)	7,304.11	564.79
ReCal Period Report Part 1.C.(1)(a)	7,304.38	564.52

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART III. STUDENT CONTACT HOURS OF DAILY CENSUS PROCEDURE COURSES

Reference: Education Code Section 84750 Title 5 Sections 55100, 58003.1(b), 58004, 58050, 58051	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. Summer Intersession Courses (Summer 2023 Only)		
1. 1st CD	321,817.50	19,080.40
B. Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. 1st CD	0.00	0.00
C. July 1 - December 31, 2023 (Exclusive of Summer Intersession)		
1. 1st CD Day	71,984.82	9,841.00
2. 1st CD Extended Day	6,050.00	965.20
January 1 - April 15, 2024		
3. 1st CW Day	65,389.50	5,184.20
4. 1st CW Extended Day	2,441.00	242.00
April 16 - June 30, 2024		
5. 1st CW Day	0.00	0.00
6. 1st CW Extended Day	0.00	0.00

Calculated FTES		**Resident FTES**	**Nonresident FTES**
First Period Report	Part 1.A.(2)	612.98	36.35
	Part 1.B.(2)	0.00	0.00
	Part 1.C.(1)(b)	271.26	36.62
Second Period Report	Part 1.A.(2)	612.98	36.35
	Part 1.B.(2)	0.00	0.00
	Part 1.C.(1)(b)	288.33	31.43
Annual Period Report	Part 1.A.(2)	612.98	36.35
	Part 1.B.(2)	0.00	0.00
	Part 1.C.(1)(b)	288.17	30.91
ReCal Period Report	Part 1.A.(2)	612.98	36.35
	Part 1.B.(2)	0.00	0.00
	Part 1.C.(1)(b)	277.84	30.91

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART IV. STUDENT CONTACT HOURS OF ACTUAL HOURS OF ATTENDANCE

Reference: Education Code Section 84750 Title 5 Sections 55100, 58003.1(b), 58003.1(e), 58007	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. Summer Intersession Courses (Summer 2023 Only)		
1. Noncredit Courses	163,451.45	0.00
2. Credit Courses	47,760.31	1,018.80
B. Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. Noncredit Courses	0.00	0.00
2. Credit Courses	925.80	0.00
C. Noncredit Courses (Exclusive of Summer Intersession)		
1. July 1 - December 31, 2023	784,252.92	0.00
2. January 1 - April 15, 2024	2,890.00	0.00
3. April 16 - June 30, 2024	805,257.31	0.00
D. Credit Courses (Exclusive of Summer Intersession)		
1. July 1 - December 31, 2023 Day	17,824.45	1,451.73
2. July 1 - December 31, 2023 Extended Day	138,606.18	6,667.05
3. January 1 - April 15, 2024 Day	786.90	0.00
4. January 1 - April 15, 2024 Extended Day	18,603.35	0.00
5. April 16 - June 30, 2024 Day	11,803.10	165.80
6. April 16 - June 30, 2024 Extended Day	110,176.80	6,547.80

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART IV. STUDENT CONTACT HOURS OF ACTUAL HOURS OF ATTENDANCE

Calculated FTES		Resident FTES	Nonresident FTES
	Part 1.A.(1)	307.04	0.00
	Part 1.A.(2)	95.27	1.94
	Part 1.B.(1)	0.00	0.00
	Part 1.B.(2)	0.00	0.00
	Part 1.C.(2)(a)	2,963.39	0.00
First Period Report	Part 1.C.(2)(b)	557.61	27.39
	Part 1.A.(1)	307.04	0.00
	Part 1.A.(2)	95.27	1.94
	Part 1.B.(1)	0.00	0.00
	Part 1.B.(2)	1.49	0.00
	Part 1.C.(2)(a)	3,012.36	0.00
Second Period Report	Part 1.C.(2)(b)	571.82	27.93
	Part 1.A.(1)	307.04	0.00
	Part 1.A.(2)	95.27	1.94
	Part 1.B.(1)	0.00	0.00
	Part 1.B.(2)	1.76	0.00
	Part 1.C.(2)(a)	3,023.87	0.00
Annual Period Report	Part 1.C.(2)(b)	574.77	28.94
	Part 1.A.(1)	311.34	0.00
	Part 1.A.(2)	90.98	1.94
	Part 1.B.(1)	0.00	0.00
	Part 1.B.(2)	1.76	0.00
	Part 1.C.(2)(a)	3,033.14	0.00
ReCal Period Report	Part 1.C.(2)(b)	567.24	28.25

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART V. ALTERNATIVE ATTENDANCE ACCOUNTING PROCEDURE WEEKLY CENSUS

Reference: Education Code Section 84750 Title 5 Sections 55100, 58003.1(f), 58050, 58051, 58009,58009.5	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. First Primary Term		
1. 1st CW Day	22,637.50	1,256.00
2. 1st CW Extended Day	72,608.00	2,661.50
B. Second Primary Term		
1. 1st CW Day	22,478.50	1,719.00
2. 1st CW Extended Day	79,472.00	2,786.50
C. Third Primary Term		
1. 1st CW Day	0.00	0.00
2. 1st CW Extended Day	0.00	0.00

Calculated FTES	**Resident FTES**	**Nonresident FTES**
First Period Report Part 1.C.(3)(a)	6,587.71	272.63
Second Period Report Part 1.C.(3)(a)	6,569.66	283.70
Annual Period Report Part 1.C.(3)(a)	6,572.70	281.26
ReCal Period Report Part 1.C.(3)(a)	6,573.20	280.76

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART VI. ALTERNATIVE ATTENDANCE ACCOUNTING PROCEDURE DAILY CENSUS

Reference: Education Code Section 84750 Title 5 Sections 55100, 58003.1(f), 58050, 58051, 58009.5	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. Summer Intersession Courses (Summer 2023 Only)		
1. 1st CD	1,354,045.00	48,545.00
B. Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. 1st CD	12,066.25	288.75
C. July 1 - December 31, 2023 (Exclusive of Summer Intersession)		
1. 1st CD Day	44,283.75	8,400.00
2. 1st CD Extended Day	1,042,991.25	35,306.25
January 1 - April 15, 2024		
3. 1st CW Day	49,857.50	7,437.50
4. 1st CW Extended Day	1,034,591.25	35,936.25
April 16 - June 30, 2024		
5. 1st CW Day	3,010.00	87.50
6. 1st CW Extended Day	1,102.50	0.00

Calculated FTES		**Resident FTES**	**Nonresident FTES**
First Period Report	Part 1.A.(2)	2,579.70	92.90
	Part 1.B.(2)	23.82	0.00
	Part 1.C.(3)(b)	4,012.71	159.52
Second Period Report	Part 1.A.(2)	2,579.84	92.67
	Part 1.B.(2)	23.15	0.00
	Part 1.C.(3)(b)	4,138.30	167.50
Annual Period Report	Part 1.A.(2)	2,580.04	92.47
	Part 1.B.(2)	22.98	0.55
	Part 1.C.(3)(b)	4,144.18	166.30
ReCal Period Report	Part 1.A.(2)	2,579.14	92.47
	Part 1.B.(2)	22.98	0.55
	Part 1.C.(3)(b)	4,144.45	166.03

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART VII. ALTERNATIVE ATTENDANCE ACCOUNTING PROCEDURE Noncredit

Reference: Education Code Sections 66700, 70901, 84750, 84757 Title 5 Sections 58003.1(f)(2), 55200, 55230, 55250	**Contact Hours of State Residents**	**Contact Hours of Nonresidents (ECS 76140)***
A. Summer Intersession Courses (Summer 2023 Only)		
1. 1st CD	165,414.93	0.00
2. 2nd CD	159,713.52	0.00
3. Average	162,564.23	0.00
B. Summer Intersession Courses (Summer 2024 Prior to July 1, 2024)		
1. 1st CD	0.00	0.00
2. 2nd CD	0.00	0.00
3. Average	0.00	0.00
C. July 1 - December 31, 2023 (Exclusive of Summer Intersession)		
1. 1st CD Day	0.00	0.00
2. 1st CD Extended Day	93,635.55	0.00
3. 2nd CD Day	0.00	0.00
4. 2nd CD Extended Day	89,991.90	0.00
5. Average	91,813.73	0.00
January 1 - April 15, 2024		
6. 1st CW Day	0.00	0.00
7. 1st CW Extended Day	6,769.47	0.00
8. 2nd CD Day	0.00	0.00
9. 2nd CD Extended Day	5,910.27	0.00
10. Average	6,339.87	0.00
April 16 - June 30, 2024		
11. 1st CW Day	0.00	0.00
12. 1st CW Extended Day	98,212.66	0.00
13. 2nd CD Day	0.00	0.00
14. 2nd CD Extended Day	96,742.38	0.00
15. Average	97,477.52	0.00

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART VII. ALTERNATIVE ATTENDANCE ACCOUNTING PROCEDURE Noncredit

Calculated FTES		Resident FTES	Nonresident FTES
First Period Report	Part 1.A.(1)	309.65	0.00
	Part 1.B.(1)	0.00	0.00
	Part 1.C.(3)(c)	350.84	0.00
Second Period Report	Part 1.A.(1)	309.65	0.00
	Part 1.B.(1)	0.00	0.00
	Part 1.C.(3)(c)	355.77	0.00
Annual Period Report	Part 1.A.(1)	309.65	0.00
	Part 1.B.(1)	0.00	0.00
	Part 1.C.(3)(c)	372.64	0.00
ReCal Period Report	Part 1.A.(1)	309.65	0.00
	Part 1.B.(1)	0.00	0.00
	Part 1.C.(3)(c)	372.64	0.00

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

PART IX. AB 540 Headcount, Special Admit FTES, Inmate FTES, and Apprenticeship FTES

AB 540 Headcount Report

In the space provided below, for the District as a whole, please provide the total number of students who received the Nonresident tuition fee exemption under AB 540 for the Fiscal Year. This total should include any student that was considered to be an AB 540 student during any part of a term/session and should be an unduplicated student headcount (e.g. please count each student only once, regardless of how many terms/sessions they attended). This data collection will be considered to be a limited survey instrument and not tied or associated with FTES counts. Supporting documentation does not need to be submitted with this report.

Headcount	1,385

Special Admit (Full-Time and Part-Time) P.E. Credit FTES Report

In the spaces provided below, please provide the requested districtwide Fiscal Year FTES information of special "admit" part-time and full-time students eligible to attend the Colleges of the District pursuant to Education Code Section 48800 or 48800.5. Please refer to Legal Advisory 05-01 and the Contracted District Audit Manual for the Fiscal Year, State Compliance Item No. 427.

Credit FTES of Special Part-time and Full-time Students (Column 1)	Noncredit FTES of Special Part-time and Full-time Students (Column 2)	Total FTES of Special Part-Time and Full-Time Students (Column 3)	Total FTES of Special Part-Time and Full-Time Students in P.E. Courses (Column 4)	Total Reported* FTES of Special Part-Time and Full-Time Students in P.E. Courses (Column 5)	Percent of Reported* FTES of Special Part-Time and Full-Time Students in P.E. Courses (Column 5/Column 3)
1,553.00	4.73	1,557.73	30.99	30.99	1.99 %

Inmates in Correctional Facilities FTES

In the spaces provided below, please provide the requested districtwide Fiscal Year FTES information of incarcerated students eligible to attend the Colleges of the District pursuant to Education Code Section 84810.5(a).

Credit FTES of Incarcerated Students (Column 1)	Noncredit FTES of Incarcerated Students (Column 2)	Total FTES of Incarcerated Students (Column 3)
0.00	0.00	0.00

Apprenticeship FTES

In the spaces provided below, please provide the total FTES generated by apprenticeship students enrolled in community college apprenticeship courses pursuant to Education Code section 79149.1.

Credit FTES of apprentices enrolled in apprenticeship courses (Column 1)	Noncredit FTES of apprentices enrolled in apprenticeship courses (Column 2)	Total FTES of apprentices enrolled in apprenticeship courses (Column 3)
0.00	0.00	0.00

* Reported FTES amounts should represent amounts that are subsets of FTES data certified and reported in the Annual CCFS-320 - Resident FTES, Part I, A through D. FTES shall be computed and rounded to two decimal places. Supporting documentation does not need to be submitted with this report, but should be retained by the District as records back to audit pursuant to Title 5 Section 59025.

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CENTERS FTES

Center	Credit FTES	Noncredit FTES	Total FTES
Total			

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000610961	AEBE702NC	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS I	25.40	15
CCC000610962	AEBE703NC	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS II	4.67	15
CCC000610963	AEBE704NC	ADULT EDUCATION BASIC EDUCATION MATH I	28.22	17
CCC000610964	AEBE705NC	ADULT BASIC EDUCATION MATH II	4.46	16
CCC000621469	AEBE792NC	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS LAB I	15.90	10
CCC000620990	AEBE793NC	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS LAB II	1.25	10
CCC000620885	AEBE794NC	ADULT EDUCATION BASIC EDUCATION MATH LAB I	0.43	10
CCC000620886	AEBE795NC	ADULT EDUCATION BASIC EDUCATION MATH LAB II	0.50	10
CCC000618853	AEBT701NC	ADULT EDUCATION BASIC TECHNOLOGY SKILLS I	6.38	4
CCC000622321	AEBT702NC	ADULT EDUCATION BASIC TECHNOLOGY SKILLS II	2.74	2
CCC000610079	AEFN789NC	BASIC FOOD PREPARATION	0.00	0
CCC000610080	AEFN790NC	BAKING BASICS	0.00	0
CCC000610081	AEFN791NC	HEALTHY COOKING	0.00	0
CCC000568794	AESL 501	BEGINNING ADULT ESL LEVEL 1	123.09	13
CCC000568795	AESL 502	BEGINNING ADULT ESL LEVEL 2	156.79	17
CCC000568793	AESL 503	INTERMEDIATE ADULT ESL LEVEL 3	166.00	19
CCC000568792	AESL 504	INTERMEDIATE ADULT ESL LEVEL 4	158.20	16
CCC000568791	AESL 505	ADVANCED ADULT ESL LEVEL 5	105.37	13
CCC000592734	AESL513	English for U.S. Citizenship	12.87	4
CCC000628257	AESL523	English for Parents of Elementary School Students	0.00	0
CCC000632758	AESL524	English for Parents of High School Students	0.00	0
CCC000605262	AESL531	Beginning Pronunciation	14.42	7
CCC000603272	AESL533	Intermediate Pronunciation	21.91	11
CCC000603273	AESL535	Advanced Pronunciation	11.77	6
CCC000605263	AESL541	Beginning Conversation	45.46	17
CCC000603274	AESL543	Intermediate Conversation	51.57	19
CCC000603275	AESL545	Advanced Conversation	25.21	11
CCC000612713	AESL551	English for Using Computers	4.28	2

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000635299	AESL553	English for Job Success	0.00	0
CCC000629654	AESL554	English for Career Search: Career Path and Job Application	0.00	0
CCC000637022	AESL555	English for Professional Communication	3.55	2
CCC000628718	AESL555	Professional Communication for Work, Academic, Community	0.00	0
CCC000603276	AESL563	Idioms in American English	21.69	8
CCC000632759	AESL574	English for Child Development	0.00	0
CCC000642662	AESL583	English about Health	0.00	0
CCC000639305	AESL585	English about Law	0.00	0
CCC000609279	AESL701NC	BASIC LITERACY- ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	70.48	11
CCC000592676	AESL701T	BASIC LITERACY- ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	0.00	0
CCC000592677	AESL702NC	BEGINNING LOW-ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	72.32	14
CCC000592678	AESL703NC	BEGINNING HIGH-ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	97.45	18
CCC000609280	AESL704NC	INTERMED. LOW-ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	100.20	13
CCC000610082	AESL705NC	INTERMED. HIGH-ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	54.97	7
CCC000610083	AESL706NC	ADVANCED LOW- ADULT EDUCATION ENGLISH AS A SECOND LANGUAGE	40.96	5
CCC000640049	AESL710NC	ADULT EDUCATION ESL FOR THE WORKPLACE I	0.00	0
CCC000621566	AESL710NC	ADULT EDUCATION ESL FOR THE WORKPLACE I	0.00	0
CCC000621567	AESL720NC	ADULT EDUCATION ESL FOR THE WORKPLACE II	0.00	0
CCC000640050	AESL720NC	ADULT EDUCATION ESL FOR THE WORKPLACE II	0.00	0
CCC000626582	AESL730NC	ADULT EDUCATION ESL VOCABULARY DEVELOPMENT I	19.14	15
CCC000627044	AESL740NC	ADULT EDUCATION ESL VOCABULARY DEVELOPMENT II	17.56	14
CCC000640016	AESL760NC	ADULT EDUCATION ESL DIGITAL LITERACY I	0.00	0
CCC000640017	AESL761NC	ADULT EDUCATION ESL DIGITAL LITERACY II	0.00	0
CCC000645321	AEWP771NC	MOBILITY SKILLS	0.00	0
CCC000645322	AEWP774NC	SELF ADVOCACY SKILLS	0.00	0
CCC000645323	AEWP775NC	COMPUTER SKILLS LAB	0.00	0
CCC000645324	AEWP776NC	FUNDAMENTALS OF INDEPENDENT LIVING SKILLS	0.00	0
CCC000645325	AEWP777NC	BASIC COMMUNITY SKILLS	0.00	0

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000645326	AEWP778NC	INTRODUCTION OF FUNCTIONAL ACADEMICS	0.00	0
CCC000645327	AEWP781NC	PERSONAL SAFETY	0.00	0
CCC000645328	AEWP782NC	PERSONAL BANKING AND BASICS OF BUDGETING	0.00	0
CCC000645329	AEWP783NC	COMMUNICATION IN THE WORKPLACE	0.00	0
CCC000645330	AEWP784NC	CRITICAL THINKING SKILLS	0.00	0
CCC000645331	AEWP785NC	HEALTHY RELATIONSHIPS	0.00	0
CCC000645332	AEWP786NC	CAREER GOALS AND JOB EXPLORATION	0.00	0
CCC000645333	AEWP787NC	CAREER PLANNING AND JOB SEARCH	0.00	0
CCC000645334	AEWP788NC	INTRODUCTION TO EMPLOYABILITY SKILLS	0.00	0
CCC000644472	AUTO440NC	TRANSPORTATION CAREER EXPLORATION	0.00	0
CCC000644473	AUTO441NC	BUS OPERATOR/DRIVER TRAINING	0.00	0
CCC000633699	BUS402NC	ORAL BUSINESS COMMUNICATIONS	0.00	0
CCC000634129	BUS405NC	BUSINESS MATH	0.00	0
CCC000620547	BUS421NC	NONPROFIT BUSINESS MANAGEMENT	1.35	1
CCC000620548	BUS422NC	NONPROFIT BUSINESS FINANCE	1.19	1
CCC000620549	BUS423NC	LEGAL ASPECTS OF NONPROFIT ORGANIZATIONS	0.94	2
CCC000633700	BUS425NC	HUMAN RELATIONS	0.00	0
CCC000633701	BUS430NC	INTERCULTURAL COMMUNICATIONS IN BUSINESS	0.00	0
CCC000634054	BUS472NC	FINANCIAL LITERACY	0.00	0
CCC000633702	BUS496NC	WORKPLACE SUCCESS SKILLS	0.00	0
CCC000637102	BUS496NC	WORKPLACE SUCCESS SKILLS	0.00	0
CCC000610967	CDE401NC	FAMILY CHILDCARE BUSINESS PRACTICES	0.00	0
CCC000610968	CDE402NC	FAMILY CHILDCARE CURRICULUM AND ENVIRONMENT	0.00	0
CCC000636636	CIM510	Introduction to Computers and Keyboarding	0.00	0
CCC000629558	CIM510	Introduction to Computers and Keyboarding	0.00	0
CCC000629560	CIM520	Google Workspace	0.00	0
CCC000636637	CIM520	Google Workspace	0.00	0

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000623527	CIMA400NC	OFFICE SKILLS - OFFICE PROCEDURES	2.83	3
CCC000623729	CIMA401NC	OFFICE SKILLS - MICROSOFT WINDOWS	0.74	4
CCC000623730	CIMA402NC	WORD PROCESSING - MICROSOFT WORD	0.56	5
CCC000623731	CIMA403NC	OFFICE SKILLS - OUTLOOK AND TEAMS	0.95	2
CCC000623732	CIMA404NC	SPREADSHEETS â€“ MICROSOFT EXCEL	1.06	1
CCC000623733	CIMA405NC	MICROSOFT OFFICE 365 APPLICATIONS - ACCESS AND SHAREPOINT	0.35	1
CCC000634046	CIMA406NC	QUICKEN PERSONAL FINANCIAL LITERACY	0.00	0
CCC000623734	CIMA408NC	BUSINESS PRESENTATIONS â€“ MICROSOFT POWERPOINT	0.52	1
CCC000637338	CIMA415NC	MICROSOFT EXCEL FOR DATA ANALYTICS	0.00	0
CCC000623735	CIMA421NC	KEYBOARDING FOR COMPUTERS - BEGINNING	1.42	4
CCC000623736	CIMA422NC	KEYBOARDING FOR COMPUTERS - INTERMEDIATE	0.52	4
CCC000637339	CIMA488NC	INTRODUCTION TO DATA ANALYTICS - DATA REPORTING TABLEAU	0.00	0
CCC000609281	CIS405NC	WORKFORCE PREPARATION DATABASE SQL	10.44	5
CCC000609282	CIS415NC	CREATING WEB PAGES USING ADOBE, HTML, CSS AND OTHER TOOLS	1.06	1
CCC000609283	CIS460NC	WORKFORCE PREP WEB DEVELOPMENT INTRODUCTION PROGRAMMING	0.59	1
CCC000614910	CIS471NC	MCSE CERTIFICATION EXAM PREP I	1.30	2
CCC000614911	CIS472NC	MCSE CERTIFICATION EXAM PREP II	0.00	0
CCC000614912	CIS473NC	MCSE CERTIFICATION EXAM PREP III	0.00	0
CCC000620996	CIS480NC	CCENT CISCO CERTIFIED ENTRY LEVEL TECHNICIAN	0.00	0
CCC000620997	CIS481NC	CCNA 1 CISCO CERTIFIED NETWORK ASSOCIATE	0.00	1
CCC000620998	CIS482NC	CCNA 2 CISCO CERTIFIED NETWORK ASSOCIATE	0.00	0
CCC000640052	CNA422NC	CERTIFIED NURSE ASSISTANT THEORY	0.00	0
CCC000640053	CNA423NC	CERTIFIED NURSE ASSISTANT PRACTICUM	0.00	0
CCC000637341	CNA424NC	NURSING ASSISTANT SKILLS LAB	0.00	0
CCC000640511	CNA425NC	ACUTE CARE NURSING ASSISTANT THEORY	0.00	0
CCC000640512	CNA426NC	ACUTE CARE NURSING ASSISTANT SKILLS LAB	0.00	0

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000640513	CNA427NC	ACUTE CARE NURSING ASSISTANT CLINICAL LAB	0.00	0
CCC000633666	COS401NC	ESTHETICIAN BEGINNER-LEVEL 1	81.59	4
CCC000633667	COS402NC	ESTHETICIAN ADVANCED-LEVEL 2	66.16	4
CCC000633668	COS408NC	HAIRSTYLING BEGINNER-LEVEL 1	0.00	0
CCC000633669	COS409NC	HAIRSTYLING ADVANCED-LEVEL 2	0.00	0
CCC000633670	COS411NC	MANICURING BEGINNER-LEVEL 1	9.91	4
CCC000633671	COS412NC	MANICURING ADVANCED-LEVEL 2	7.57	4
CCC000633672	COS415NC	COSMETOLOGY BEGINNER-LEVEL 1	70.31	5
CCC000633673	COS416NC	COSMETOLOGY INTERMEDIATE-LEVEL 2	54.88	5
CCC000633674	COS417NC	COSMETOLOGY ADVANCED-LEVEL 3	45.64	5
CCC000633675	COS418NC	COSMETOLOGY PROFICIENT-LEVEL 4	34.00	5
CCC000633676	COS420NC	BARBERING BEGINNER-LEVEL 1	11.53	5
CCC000633677	COS421NC	BARBERING INTERMEDIATE-LEVEL 2	8.27	5
CCC000633678	COS422NC	BARBERING ADVANCED-LEVEL 3	4.87	5
CCC000633679	COS423NC	BARBERING PROFICIENT-LEVEL 4	2.39	5
CCC000643892	COS424NC	BARBER CROSSOVER BEGINNER-LEVEL 1	0.00	0
CCC000643893	COS425NC	BARBER CROSSOVER ADVANCED-LEVEL 2	0.00	0
CCC000644474	EMT407NC	EMERGENCY MEDICAL TECHNICIAN PROCEDURES NC	0.00	0
CCC000644475	EMT417NC	EMERGENCY MEDICAL TECHNICIAN CLINICAL OBSERVATION NC	0.00	0
CCC000610092	ENG340NC	READING AND WRITING SKILLS FOR COLLEGE	0.00	0
CCC000593304	ENG341NC	READING LABORATORY	0.00	0
CCC000610093	ENG345NC	BUILDING BASIC READING SKILLS	0.00	0
CCC000593302	ENG346NC	BASIC READING SKILLS LAB	0.00	0
CCC000642767	ENTR522	Starting a Business	0.00	0
CCC000417564	ESL 330	INTERMEDIATE MULTISKILLS I	29.99	6
CCC000416688	ESL 335	INTERMEDIATE READING AND WRITING I	1.54	1
CCC000405682	ESL 336	INTERMEDIATE READING AND WRITING II	0.00	0

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000517222	ESL 356	ACADEMIC SUCCESS STRATEGIES FOR ESL STUDENTS	0.00	0
CCC000418834	ESL320NC	BEGINNING MULTISKILLS I	8.47	2
CCC000385270	ESL321NC	BEGINNING MULTISKILLS II	8.91	2
CCC000399136	ESL322NC	BEGINNING CONVERSATION	4.23	3
CCC000406055	ESL323NC	BEGINNING PRONUNCIATION	8.04	2
CCC000508486	ESL325NC	BEGINNING READING AND WRITING	2.57	2
CCC000396621	ESL331NC	INTERMEDIATE MULTISKILLS II	41.19	6
CCC000393022	ESL332NC	INTERMEDIATE CONVERSATION	9.90	9
CCC000415972	ESL333NC	INTERMEDIATE PRONUNCIATION	1.99	2
CCC000404139	ESL340NC	ADVANCED MULTISKILLS	35.60	5
CCC000393568	ESL342NC	ADVANCED CONVERSATION	8.34	4
CCC000420336	ESL343NC	ADVANCED PRONUNCIATION	11.66	3
CCC000396492	ESL344NC	IDIOMS AND EXPRESSIONS IN AMERICAN ENGLISH	11.91	3
CCC000392878	ESL345NC	ADVANCED WRITING I	1.85	1
CCC000407187	ESL346NC	ADVANCED WRITING FOR WORK	2.28	1
CCC000618461	ESL347NC	ADVANCED GRAMMAR REVIEW	6.80	2
CCC000397837	ESL350	ESSENTIAL ACADEMIC SKILLS	0.00	0
CCC000401134	ESL354NC	VOCABULARY SKILLS FOR COLLEGE	14.00	3
CCC000416162	ESL355NC	ESL READING FOR COLLEGE: AMERICAN LITERATURE	3.69	1
CCC000414863	ESL357NC	GRAMMAR REVIEW FOR COLLEGE	5.91	2
CCC000423601	ESL358NC	LISTENING AND NOTE-TAKING SKILLS FOR COLLEGE	0.00	0
CCC000508485	ESL359NC	AMERICAN LANGUAGE AND CULTURE THROUGH FILM	3.89	1
CCC000610972	ESL380NC	ADVANCED ACADEMIC WRITING I	5.08	3
CCC000610973	ESL390NC	ADVANCED ACADEMIC WRITING II	0.00	3
CCC000546100	ESL801NC	INTERMEDIATE WRITING II LAB	0.00	0
CCC000545983	ESL802NC	ADVANCED WRITING I LAB	0.31	1
CCC000611591	FN210NC	SERVSAFE IN FOOD PRODUCTION NC	0.06	1

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

CAREER DEVELOPMENT AND COLLEGE PREPARATION Noncredit FTES

Control Number	Course ID	Course Title	Total FTES	Number of Sections
CCC000645712	HS476NC	CO-OCCURRING DISORDERS	0.00	0
CCC000645771	HSC422NC	BASIC LIFE SUPPORT - CPR AMERICAN HEART ASSOCIATION	0.00	0
CCC000616382	MLT410NC	INTRODUCTION TO THE CLINICAL LABORATORY PROFESSION	4.24	4
CCC000616383	MLT411NC	BASIC LABORATORY PROCEDURES	3.93	4
CCC000614913	MLT412NC	PHLEBOTOMY	4.81	4
CCC000614914	MLT413NC	PHLEBOTOMY LABORATORY EXPERIENCE	6.54	4
CCC000610981	N400NC	HOME HEALTH AIDE	0.00	0
CCC000610982	N401NC	HOME HEALTH AIDE PRACTICUM	0.00	0
CCC000610983	N402NC	EMERGENCY NURSE TRAINING THEORY	0.00	0
CCC000610984	N403NC	EMERGENCY NURSE TRAINING PRACTICUM	0.00	0
CCC000621568	N422NC	CERTIFIED NURSE ASSISTANT THEORY	12.96	4
CCC000621569	N423NC	CERTIFIED NURSE ASSISTANT PRACTICUM	16.47	8
CCC000610987	N478NC	NURSING COMMUNICATION SKILLS, PART I	0.00	2
CCC000610988	N479NC	NURSING COMMUNICATION SKILLS, PART II	0.00	2
CCC000645714	PH401NC	INTRODUCTION TO PUBLIC HEALTH	0.00	0
CCC000645715	PH402NC	HEALTH EDUCATION AND PROMOTION	0.00	0
CCC000645716	PH403NC	HEALTH AND SOCIAL JUSTICE	0.00	0
CCC000645717	PH404NC	INTERPROFESSIONAL COMMUNICATION IN HEALTHCARE	0.00	0
CCC000645718	SOC425NC	SOCIOLOGY OF AGING	0.00	0
Total			2,185.31	567

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

ANNUAL REPORT APPLICATION FOR ADJUSTMENT

PART I. ADJUSTMENTS	
Type of Adjustment	Resident Credit FTES - Overstated

Amount of Adjustment	0.90
Adjustment Need Discovered By	Other
Audit Finding Reference Number	n/a
Nature of Adjustment	Excluded dual enrollment students who exceeded the 10% rule for a course.

Type of Adjustment	Resident Credit FTES - Overstated
Amount of Adjustment	12.96
Adjustment Need Discovered By	District
Audit Finding Reference Number	
Nature of Adjustment	A noncredit nursing course (N 422 NC) was incorrectly reported in credit FTES.

California Community Colleges

2023-2024 APPORTIONMENT ATTENDANCE REPORT

Period: Recal

District: South Orange County CCD

ANNUAL REPORT APPLICATION FOR ADJUSTMENT

PART II. CERTIFICATION

I, the district Chief Executive Officer, hereby certify that, to the best of my knowledge and belief

1. The facts, figures, and explanations contatined in this application and the attached amended CCFS-320 and/or CCFS-321 report are true and correct; and

2. All corrections have been made in conformance with the instructions below.

Chief Executive Officer: Julianna Barnes

Electronic Certification Date: Wednesday, October 02, 2024

District Contact Person:

Name: Denice Inciong

Title: District Director of Research, Planning and Data Management

Phone: 9495824997

EMail: dinciong@soccccd.edu

INSTRUCTIONS

1. Certification of this Report

An Annual Report Application for Adjustment (CCFS-317) under California Code of Regulations, Title 5, Section 58134 must be certified by the community college district chief executive officer.

2. Number and Distribution of Copies

Prepare and original and one copy of the CCFS-317 and attach to amended CCFS-320 and/or CCFS-321 report for distribution as follows:

Original	Fiscal Services Unit California Community Colleges Chancellor's Office
Duplicate	District Records

3. Filing Due Dates

October 1 (Lottery and Recal) and November 1 (Recal). Please note that the revised CCFS-320 FTES amounts submitted by October 1 will be included in the FTES workload report submitted to the State Controller's Office in mid October of this year for Lottery revenue allocation purposes. Revised CCFS-320 FTES amounts submitted after October 1 will be included in the updated FTES workload report submitted to the State Controller's Office in October of the next year.

4. Number of Applications

While separate errors or needed changes shall be individually detailed on the CCFS-317, only one amended CCFS-320 or CCFS-321 report shall be submitted with each CCFS-317.

The Chancellor's Office no longer requires a report to be submitted electronically (PDF) or by mail, as districts certify through the CCFS-320. No further action is required by the district.

7. BOARD OF TRUSTEES/CHANCELLOR

Subject	**7.3 SOCCCD: Board Policy Revision for Review and Study**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees accepts for review and study the board policies as listed.

BACKGROUND

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

STATUS

Five board policies (EXHIBITS A-E) are presented to the Board of Trustees for review and study. The new language in the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council (BPARC), and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et seq. Legal counsel has been involved in the review process, as needed.

The proposed policies were presented to the Chancellor's Council on November 7, 2024, for review and recommendation to the Chancellor.

Exhibit #	BP #	Title
A	4110	Honorary Degrees - *revision*
B	4400	Community Education Programs - *no changes, review only*
C	5055	Enrollment Priorities - *no changes, review only*
D	7350	Resignations - *revision*
E	7366	Re-Employment of Classified Personnel - *revision*

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accepts for review and study the board policies as listed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBITS A-E - Board Review and Study - 11.18.24.pdf (658 KB)

BOARD POLICY 4110

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC AFFAIRS

HONORARY DEGREES

Honorary degrees may be awarded at commencement or some other equally appropriate time. The names of persons receiving honorary degrees must be approved by the Board ~~of Trustees~~.

The Chancellor shall establish regulations and criteria for the award of honorary degrees.

References:

Education Code Section 72122

Adopted: 06-25-07
Reviewed: 09-12-11
Revised: 03-29-21

BOARD POLICY 4400

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC AFFAIRS

COMMUNITY EDUCATION PROGRAMS

The community education programs shall be designed to contribute to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled in them.

Community education courses shall be open for admission of adults and minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community education courses. Students involved in community education courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

References:

Education Code Section 78300

Adopted: 05-27-08
Revised: 06-17-13
Revised: 08-31-20

BOARD POLICY 5055

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDENT SERVICES

ENROLLMENT PRIORITIES

The Chancellor or designee shall establish regulations defining enrollment priorities, limitations, and processes for student challenge, which shall comply with State regulations.

References:

Title 5, Sections 56232, 58106, and 58108
Education Code 66025.8, 66025.81, 66025.9, and 66025.92

BOARD POLICY 7350

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

RESIGNATIONS

The Board shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than the close of the academic year during which the resignation has been received by the Board.

The Board hereby delegates to the Chancellor the authority to accept resignations on its behalf at any time. Resignations shall be deemed accepted by the Board when received either in writing or electronically by the Chancellor. Once accepted by the Chancellor, the resignation is final and may not be rescinded. All such resignations shall be forwarded to the Board for ratification.

The District, through its Human Resources staff, will encourage employees to participate in an exit interview when resigning.

References:

Education Code Sections 87730 and 88201

BOARD POLICY 7366

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

RE-EMPLOYMENT OF CLASSIFIED PERSONNEL

At the discretion of the Board ~~of Trustees~~, any permanent classified employee whose employment ~~is terminated~~has ended after submitting a written resignation and who is separated in good standing may be returned to the same position or to a similar position to that formerly held without further competitive examination within 39 months after the employee's last date of paid employment. If the employee is rehired, the District shall disregard the break in service and restore all the rights, benefits, and responsibilities of a permanent employee, except that the employee's seniority date will be the date of rehire.

When an employee is rehired through the competitive process within the 39 months, or re-employed 39 or more months after the last day of the previous service, the employee shall be considered a new employee and the regulations that govern new employees to the District shall apply.

Under this policy, the employee's re-employment shall be discretionary and include the Vice Chancellor of Human Resources or designee's recommendation in addition to the Board's approval.

7. BOARD OF TRUSTEES/CHANCELLOR

Subject	**7.4 SOCCCD: Board Policy Revision for Approval**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the board policies as listed.

BACKGROUND

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

STATUS

Two board policies are presented to the Board of Trustees for approval. The new language in the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council (BPARC), and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et seq. Legal counsel has been involved in the review process, as needed.

The proposed policies were presented to the Chancellor's Council on October 17, 2024, for review and recommendation to the Chancellor. EXHIBITS A and B were brought to the Board of Trustees on October 28, 2024, for review and study (first reading - information).

Exhibit #	BP #	Title
A	4235	Credit for Prior Learning - *no changes, review only*
B	6210	Basic Aid Funds Allocation Process - *revision*

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the board policies as listed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBITS A-B - Board Policy Approval - 11.18.24.pdf (592 KB)

BOARD POLICY 4235

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ACADEMIC AFFAIRS

CREDIT FOR PRIOR LEARNING

Credit for prior learning may be earned for eligible courses approved by the District for students who satisfactorily pass an authorized assessment. Authorized assessments may include the evaluation of approved external standardized examinations (i.e. College Board Advanced Placement (AP), International Baccalaureate, College Board College Examination Program (CLEP)), credit for military service/training, industry recognized credentials, student-created portfolios, or credit by examination.

This policy shall be reviewed every three (3) years. As required, a report will be developed and submitted to the Chancellor's Office every three (3) years. The Chancellor or designee shall establish administrative regulations to implement this Board Policy.

Reference:
Title 5, Section 55050

BOARD POLICY 6210

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUSINESS AND FISCAL AFFAIRS

BASIC AID FUNDS ALLOCATION PROCESS

Basic aid refers to local property tax receipts that exceed general purpose revenue entitlement derived from the State of California funding formula. The process for identification and prioritization of basic aid allocations will follow this policy and is recognized to be an annual and dynamic process. Allocation of basic aid funds will be made based on District and college planning documents and supporting data. A reasonable amount of basic aid funds, no less than 20 percent, will not be allocated to ensure the availability of resources for potential unexpected needs of a significant nature.

In accordance with the vision, mission, strategic directions and planning documents of the District and colleges, the Board ~~of Trustees~~ will allocate basic aid funds for the following purposes:

1. Capital construction, facilities renovation, infrastructure projects, scheduled maintenance, and site development. These projects will follow District and college strategic plans, facilities master plans, ~~20-year Facility Condition Assessment Plan~~ and Five Year Construction Plan;
2. Retiree benefit trust fund, pension stabilization trust fund, and other long-term obligations;
3. Trustee elections, legislative advocacy, major legal fees and/or judgments, registration credit card and bank fees; and
4. Major technology initiatives as identified in the District and college technology plans.

Allocations must be used within five years on the specific project for which funding was allocated. The allocations identified in item one (1) and four (4) above will be based on the distribution ratios used in the funding model established in the District Resource Allocation Council (DRAC). If the DRAC ratio cannot be maintained between the colleges in a single year, future allocations will be adjusted to restore the ratio over a five-year period, if needed.

Annually the Board ~~of Trustees~~ shall determine and approve the Basic Aid allocations.

The Chancellor shall establish administrative regulations pertaining to the distribution and use of basic aid funds.

8. PRESENTATIONS/DISCUSSION ITEMS

Subject	**8.1 SOCCCD: 2024 Legislative and Advocacy Overview**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Discussion

BACKGROUND

The South Orange County Community College District (SOCCCD) contracts with Townsend Public Affairs as its state and federal legislative advocate to work primarily with the Chancellor and Chief Communications Officer to assist the District Services and the Colleges in:

- Monitoring legislative bills, policy, and budget initiatives
- Advocating for funding and economic development opportunities
- Coordinating tours or meetings with legislative representatives
- Advancing the goals and reputation of the District and colleges

STATUS

Legislative and Advocacy Overview
Letitia Clark, SOCCCD Chief Communications Officer and Casey Elliot, Vice President of Townsend Public Affairs will present a brief overview of legislative and advocacy efforts during the 2024 state and federal legislative sessions on behalf of the District and colleges. Presenters will also review legislative successes for SOCCCD as well as potential legislative priorities for the 2025 legislative sessions.

Item Submitted By: *Julianna M. Barnes, Chancellor*

File Attachments
TPA Legislative Update Presentation 11-18-24.pdf (708 KB)

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

Legislative Update

November 18, 2024

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
SOUTHERN CALIFORNIA • CENTRAL CALIFORNIA • NORTHERN CALIFORNIA

State Legislative Update

2024 Legislative Session adjourned on August 31st

- 2,124 bills were introduced in 2024
  - 1,505 Assembly Bills
  - 619 Senate Bills
- Governor Newsom had until September 30 to act on measures.
- Of the measures that made it to his desk, he signed 1,017 and vetoed 189.
- Vetoes trend with unbudgeted programs.

State Legislative Update

Issues Impacting Community Colleges

- *State Budget Deficit*
- *Baccalaureate Degree Programs*
- *Pathways*
- *Student Housing and Basic Needs*

State Legislative Update

SOCCCD Legislative Positions

AB 1885 (Addis) *Support*	• Overnight parking program for homeless students • Held in Senate Appropriations
AB 1885 (Addis) *Support*	• Extended eligibility for Student Success Completion Grant program • Signed into law by Governor
AB 1891 (Weber) *Support*	• Multicriteria screening for allied health programs • Signed into law by Governor
AB 2088 (McCarty) *Oppose*	• District hiring practices • Vetoed by Governor Newsom
AB 2093 (Santiago) *Support*	• Expands student eligibility under the California College Promise • Vetoed by Governor Newsom
SB 895 (Roth) *Support*	• Baccalaureate Degree in Nursing Pilot Program • Vetoed by Governor Newsom
SB 1388 (Archuleta) *Oppose*	• Limit on community college general fund reserve cap • Held in Senate Appropriations

State Legislative Update

Year in Review

Bill Position Letters	• Assisted with drafting and delivering of letters. Met with committee/legislative staff to advocate positions and presented positions at legislative committee hearings.
Advocacy Trips	• Assisted the District with advocacy trip during CCLC Legislative Conference. • Assisted the District with meetings/advocacy on specific legislative positions in early spring.
Orange County Community College Task Force	• Work with District staff to provide information to members of the Task Force, as well as provide an update of relevant state/federal information during meetings
Legislative Committee	• Assisted the District in providing updates and information for consideration by the District Legislative Subcommittee

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

Legislative Update

November 18, 2024

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
SOUTHERN CALIFORNIA • CENTRAL CALIFORNIA • NORTHERN CALIFORNIA

State Legislative Update

2024 Legislative Session adjourned on August 31st

- 2,124 bills were introduced in 2024
  - 1,505 Assembly Bills
  - 619 Senate Bills
- Governor Newsom had until September 30 to act on measures.
- Of the measures that made it to his desk, he signed 1,017 and vetoed 189.
- Vetoes trend with unbudgeted programs.

State Legislative Update

Issues Impacting Community Colleges

- *State Budget Deficit*
- *Baccalaureate Degree Programs*
- *Pathways*
- *Student Housing and Basic Needs*

State Legislative Update

SOCCCD Legislative Positions

AB 1885 (Addis) *Support*	• Overnight parking program for homeless students • Held in Senate Appropriations
AB 1885 (Addis) *Support*	• Extended eligibility for Student Success Completion Grant program • Signed into law by Governor
AB 1891 (Weber) *Support*	• Multicriteria screening for allied health programs • Signed into law by Governor
AB 2088 (McCarty) *Oppose*	• District hiring practices • Vetoed by Governor Newsom
AB 2093 (Santiago) *Support*	• Expands student eligibility under the California College Promise • Vetoed by Governor Newsom
SB 895 (Roth) *Support*	• Baccalaureate Degree in Nursing Pilot Program • Vetoed by Governor Newsom
SB 1388 (Archuleta) *Oppose*	• Limit on community college general fund reserve cap • Held in Senate Appropriations

State Legislative Update

Year in Review

Bill Position Letters	• Assisted with drafting and delivering of letters. Met with committee/legislative staff to advocate positions and presented positions at legislative committee hearings.
Advocacy Trips	• Assisted the District with advocacy trip during CCLC Legislative Conference. • Assisted the District with meetings/advocacy on specific legislative positions in early spring.
Orange County Community College Task Force	• Work with District staff to provide information to members of the Task Force, as well as provide an update of relevant state/federal information during meetings
Legislative Committee	• Assisted the District in providing updates and information for consideration by the District Legislative Subcommittee

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

Legislative Update

November 18, 2024

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
SOUTHERN CALIFORNIA • CENTRAL CALIFORNIA • NORTHERN CALIFORNIA

State Legislative Update

2024 Legislative Session adjourned on August 31st

- 2,124 bills were introduced in 2024
  - 1,505 Assembly Bills
  - 619 Senate Bills
- Governor Newsom had until September 30 to act on measures.
- Of the measures that made it to his desk, he signed 1,017 and vetoed 189.
- Vetoes trend with unbudgeted programs.

State Legislative Update

Issues Impacting Community Colleges

- *State Budget Deficit*
- *Baccalaureate Degree Programs*
- *Pathways*
- *Student Housing and Basic Needs*

State Legislative Update

SOCCCD Legislative Positions

AB 1885 (Addis) *Support*	• Overnight parking program for homeless students • Held in Senate Appropriations
AB 1885 (Addis) *Support*	• Extended eligibility for Student Success Completion Grant program • Signed into law by Governor
AB 1891 (Weber) *Support*	• Multicriteria screening for allied health programs • Signed into law by Governor
AB 2088 (McCarty) *Oppose*	• District hiring practices • Vetoed by Governor Newsom
AB 2093 (Santiago) *Support*	• Expands student eligibility under the California College Promise • Vetoed by Governor Newsom
SB 895 (Roth) *Support*	• Baccalaureate Degree in Nursing Pilot Program • Vetoed by Governor Newsom
SB 1388 (Archuleta) *Oppose*	• Limit on community college general fund reserve cap • Held in Senate Appropriations

State Legislative Update

Year in Review

Bill Position Letters	• Assisted with drafting and delivering of letters. Met with committee/legislative staff to advocate positions and presented positions at legislative committee hearings.
Advocacy Trips	• Assisted the District with advocacy trip during CCLC Legislative Conference. • Assisted the District with meetings/advocacy on specific legislative positions in early spring.
Orange County Community College Task Force	• Work with District staff to provide information to members of the Task Force, as well as provide an update of relevant state/federal information during meetings
Legislative Committee	• Assisted the District in providing updates and information for consideration by the District Legislative Subcommittee

Looking Forward

STATE BUDGET

- Revenues currently above projections
- Administration likely to continue to be conservative with January budget proposals
- Potential for District-specific funding requests, based on overall revenue

NEW LEGISLATURE DYNAMICS

- Approximately 25% turnover
- New committee membership
- New local representatives
- Democrats maintain super-majority
- Final legislative session for Newsom Administration

POLICY CONSIDERATIONS

- Reintroductions of key bills (nursing pilot program)
- Potential for new committee chairs/vice chairs
- Educate SOCCCD legislative delegation on legislative/budget priorities
- Response to potential federal actions

TPA will work with SOCCD to provide legislative/budget updates, notices of funding opportunities, and coordinate meetings between the District and state policymakers.

Federal Legislative Update

Issues Impacting Community Colleges

- *Appropriations and Programmatic Funding*
- *Workforce Development and AI*
- *Pell Grant Reform*
- *Student Debt Relief / FAFSA Implementation*
- *Immigration plans and DACA*

Federal Policy Update

Year in Review

Earmark Requests	• Drafted, garnered support, and submitted five earmark requests on behalf of IVC and Saddleback Colleges. • All projects were selected by our Senate delegation and advanced for consideration by the full Appropriations Committee.
Advocacy Trips	• Conducted ACCT National Legislative Summit advocacy trip with Trustees and staff. • Conducted ASACC Conference advocacy trip with students and staff from IVC and Saddleback Colleges.
Support Letters	• Drafted, delivered letters, and held meetings with congressional delegation urging passage of bills impacting community colleges (Workforce development, Pell Grant reform, WIOA, HEA).
Grant Administration and Agency Coordination	• Assisted the District to resolve an issue jeopardizing Title IV eligibility. • Assisted the District with Title III and Title V award eligibility and execution.

Looking Forward

FEDERAL BUDGET

- Continuing Resolution through December 20th
- FY26 Appropriations priorities
- Congressionally Directed Spending Opportunities

FEDERAL POLICY FOCUSES

- Higher Education Act Reauthorization
- Workforce Innovation and Opportunity Act
- Workforce Pell

POLICY CONSIDERATIONS

- Effects of 2024 Presidential and Congressional Elections
- Tax law and BIL/IIAJ expirations

TPA will work with SOCCCD to provide legislative updates, funding notifications, and coordinate meetings between the District and federal representatives.

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

Legislative Update

November 18, 2024

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
SOUTHERN CALIFORNIA • CENTRAL CALIFORNIA • NORTHERN CALIFORNIA

State Legislative Update

2024 Legislative Session adjourned on August 31st

- 2,124 bills were introduced in 2024
  - 1,505 Assembly Bills
  - 619 Senate Bills
- Governor Newsom had until September 30 to act on measures.
- Of the measures that made it to his desk, he signed 1,017 and vetoed 189.
- Vetoes trend with unbudgeted programs.

State Legislative Update

Issues Impacting Community Colleges

- *State Budget Deficit*
- *Baccalaureate Degree Programs*
- *Pathways*
- *Student Housing and Basic Needs*

State Legislative Update

SOCCCD Legislative Positions

AB 1885 (Addis) *Support*	• Overnight parking program for homeless students • Held in Senate Appropriations
AB 1885 (Addis) *Support*	• Extended eligibility for Student Success Completion Grant program • Signed into law by Governor
AB 1891 (Weber) *Support*	• Multicriteria screening for allied health programs • Signed into law by Governor
AB 2088 (McCarty) *Oppose*	• District hiring practices • Vetoed by Governor Newsom
AB 2093 (Santiago) *Support*	• Expands student eligibility under the California College Promise • Vetoed by Governor Newsom
SB 895 (Roth) *Support*	• Baccalaureate Degree in Nursing Pilot Program • Vetoed by Governor Newsom
SB 1388 (Archuleta) *Oppose*	• Limit on community college general fund reserve cap • Held in Senate Appropriations

State Legislative Update

Year in Review

Bill Position Letters	• Assisted with drafting and delivering of letters. Met with committee/legislative staff to advocate positions and presented positions at legislative committee hearings.
Advocacy Trips	• Assisted the District with advocacy trip during CCLC Legislative Conference. • Assisted the District with meetings/advocacy on specific legislative positions in early spring.
Orange County Community College Task Force	• Work with District staff to provide information to members of the Task Force, as well as provide an update of relevant state/federal information during meetings
Legislative Committee	• Assisted the District in providing updates and information for consideration by the District Legislative Subcommittee

Looking Forward

STATE BUDGET

- Revenues currently above projections
- Administration likely to continue to be conservative with January budget proposals
- Potential for District-specific funding requests, based on overall revenue

NEW LEGISLATURE DYNAMICS

- Approximately 25% turnover
- New committee membership
- New local representatives
- Democrats maintain super-majority
- Final legislative session for Newsom Administration

POLICY CONSIDERATIONS

- Reintroductions of key bills (nursing pilot program)
- Potential for new committee chairs/vice chairs
- Educate SOCCCD legislative delegation on legislative/budget priorities
- Response to potential federal actions

TPA will work with SOCCD to provide legislative/budget updates, notices of funding opportunities, and coordinate meetings between the District and state policymakers.

Federal Legislative Update

Issues Impacting Community Colleges

- *Appropriations and Programmatic Funding*
- *Workforce Development and AI*
- *Pell Grant Reform*
- *Student Debt Relief / FAFSA Implementation*
- *Immigration plans and DACA*

Federal Policy Update

Year in Review

Earmark Requests	• Drafted, garnered support, and submitted five earmark requests on behalf of IVC and Saddleback Colleges. • All projects were selected by our Senate delegation and advanced for consideration by the full Appropriations Committee.
Advocacy Trips	• Conducted ACCT National Legislative Summit advocacy trip with Trustees and staff. • Conducted ASACC Conference advocacy trip with students and staff from IVC and Saddleback Colleges.
Support Letters	• Drafted, delivered letters, and held meetings with congressional delegation urging passage of bills impacting community colleges (Workforce development, Pell Grant reform, WIOA, HEA).
Grant Administration and Agency Coordination	• Assisted the District to resolve an issue jeopardizing Title IV eligibility. • Assisted the District with Title III and Title V award eligibility and execution.

Looking Forward

FEDERAL BUDGET

- Continuing Resolution through December 20th
- FY26 Appropriations priorities
- Congressionally Directed Spending Opportunities

FEDERAL POLICY FOCUSES

- Higher Education Act Reauthorization
- Workforce Innovation and Opportunity Act
- Workforce Pell

POLICY CONSIDERATIONS

- Effects of 2024 Presidential and Congressional Elections
- Tax law and BIL/IIAJ expirations

TPA will work with SOCCCD to provide legislative updates, funding notifications, and coordinate meetings between the District and federal representatives.

Federal Politics Update

Election Outcomes and Potential Implications

- Makeup of the 119th Congress
- Kamala Harris/Donald Trump Presidency
- New members: Sen. Schiff and Rep. Min/Baugh
- Delegation Committee Assignments
- Agenda Setting

Questions?

Casey Elliott
Vice President
(916) 447-4086
CElliott@TownsendPA.com

Joseph Melo
Senior Associate
(202) 546-8696
JMelo@TownsendPA.com

8. PRESENTATIONS/DISCUSSION ITEMS

Subject	**8.2 SOCCCD: Presentation and Acceptance of the District, ATEP Facilities Corporation, Foundation for South Orange County Community College District, Irvine Valley College Foundation, and Saddleback College Foundation Annual Audit/Review Reports for 2023-24**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees accepts the District, the ATEP Facilities Corporation, the Foundation for South Orange County Community College District, the Irvine Valley College Foundation, and the Saddleback College Foundation 2023-24 audit/review reports as presented.

BACKGROUND

California Education Code Section 84040 requires that an annual audit of all District funds be made by a Certified Public Accountant or a Public Accountant licensed by the California Board of Accountancy. Title 5, California Code of Regulations, Section 59104, further requires that the governing board of each community college district review the annual audit at a regularly scheduled public meeting.

STATUS

The Board of Trustees employed the firm of Eide Bailly, LLP, to conduct an audit of the District (EXHIBITS A and B), the Irvine Valley College Foundation (EXHIBITS C and D), and the Saddleback College Foundation (EXHIBITS E and F); and a review of the ATEP Facilities Corporation (EXHIBIT G) and the Foundation for South Orange County Community College District (EXHIBIT H) for 2023-24. The audit/review reports and required communication letters have been completed and are being submitted to the District Board of Trustees for review and acceptance, as well as the college Foundation Boards. A representative from Eide Bailly, LLP will present the information to the Board of Trustees.

The auditors issued an unmodified opinion for the District 2023-24 financial statements with no findings related to financial statements, Federal awards, or State compliance. The Foundations are considered component units of the District and are included through discrete presentation in the District's audit report. The ATEP Facilities Corporation, Irvine Valley College Foundation, Saddleback College Foundation, and Foundation for South Orange County Community College District had no findings identified by the auditors for 2023-24.

The District Board of Trustees Audit Subcommittee, as well as District and Foundation staff, met with the auditors on October 28, 2024, and reviewed the audit/review reports for all five entities in detail before they were finalized.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accepts the District, the ATEP Facilities Corporation, the Foundation for South Orange County Community College District, the Irvine Valley College Foundation, and the Saddleback College Foundation 2023-24 audit/review reports as presented.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBITS A-H - SOCCCD Annual Audit Review Reports for 2023-24.pdf (2,492 KB)

Financial Statements
June 30, 2024

South Orange County Community College District

EideBailly®

eidebailly.com

South Orange County Community College District

Table of Contents
June 30, 2024

Independent Auditor's Report 3

Management's Discussion and Analysis 7

Basic Financial Statements

Primary Government
Statement of Net Position 20
Statement of Revenues, Expenses and Changes in Net Position 21
Statement of Cash Flows 22
Fiduciary Fund
Statement of Net Position 24
Statement of Changes in Net Position 25

Notes to Financial Statements 26

Required Supplementary Information

Schedule of Changes in the District's Net OPEB Liability/(Asset) and Related Ratios 66
Schedule of District Contributions for OPEB 68
Schedule of OPEB Investment Returns 69
Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program 70
Schedule of the District's Proportionate Share of the Net Pension Liability 72
Schedule of the District Contributions for Pensions 74
Note to Required Supplementary Information 76

Supplementary Information

District Organization 78
Schedule of Expenditures of Federal Awards 79
Schedule of Expenditures of State Awards 81
Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance 84
Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation 85
Proposition 30 Education Protection Account (EPA) Expenditure Report 88
Reconciliation of Governmental Funds to the Statement of Net Position 89
Note to Supplementary Information 91

Other Information

Schedule of Financial Trends and Analysis of the General Fund (Unaudited) 93
Note to Other Information (Unaudited) 94

Independent Auditor's Reports

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 95

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance 97

Independent Auditor's Report on State Compliance 100

Schedule of Findings and Questioned Costs

Summary of Auditor's Results 103
Financial Statement Findings and Recommendations 104
Federal Awards Findings and Questioned Costs 105
State Compliance Findings and Questioned Costs 106
Summary Schedule of Prior Audit Findings 107

EideBailly
CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities, aggregate discretely presented component units, and fiduciary activities of South Orange County Community College District (the District) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, aggregate discretely presented component units, and fiduciary activities of South Orange County Community College District as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 7 through 19 and other required supplementary schedules as listed in the table of contents on pages 66 through 75 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate

operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying supplementary information, including the Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the schedule of financial trends and analysis of the General Fund, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 4, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an

integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

South Orange County Community College District

28000 Marguerite Parkway, Mission Viejo, CA 92692-3635 • 949.582.4850 • www.socccd.edu

Saddleback College • Irvine Valley College • Advanced Technology & Education Park

Introduction to the Basic Financial Statements

The South Orange County Community College District (District) served over 38,100 students in Spring 2024 at Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Due to prudent management and conservative fiscal policies, our District is prepared for challenging budget times by maintaining reserves, retiring debt, fully funding the retiree health benefit liability, creating a pension stabilization trust fund, and implementing efficiencies throughout all operations. Strategic planning, investments in technology, and increasing online services to students ensure we can meet the current and growing demands of transfer to four-year colleges, workforce training, career technical preparation, and basic skills. Approximately 3,350 employees in the District are committed to providing the best educational foundation possible for our students with respect for taxpayers. We invite you to learn more about us and our services to students and the community at www.socccd.edu.

Accounting Standards

In June 1999, the Governmental Accounting Standards Board (GASB) released Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, which changed the reporting format for annual financial statements. In November 1999, GASB released Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, which applies these reporting standards to public colleges and universities. The District continues to present its financial statements in this reporting format.

The following management's discussion and analysis provides an overview of the financial position and activities of the District's Financial Report as of and for the year ended June 30, 2024. The report includes three basic financial statements that provide information on the District as a whole:

- Statement of Net Position
- Statement of Revenues, Expenses, and Changes in Net Position
- Statement of Cash Flows

Each of these statements will be reviewed and significant events discussed. The previous year's financial information is also provided for comparison.

Board Of Trustees: Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Chancellor Julianna M. Asperin Barnes, Ed.D.
AN EQUAL OPPORTUNITY EMPLOYER

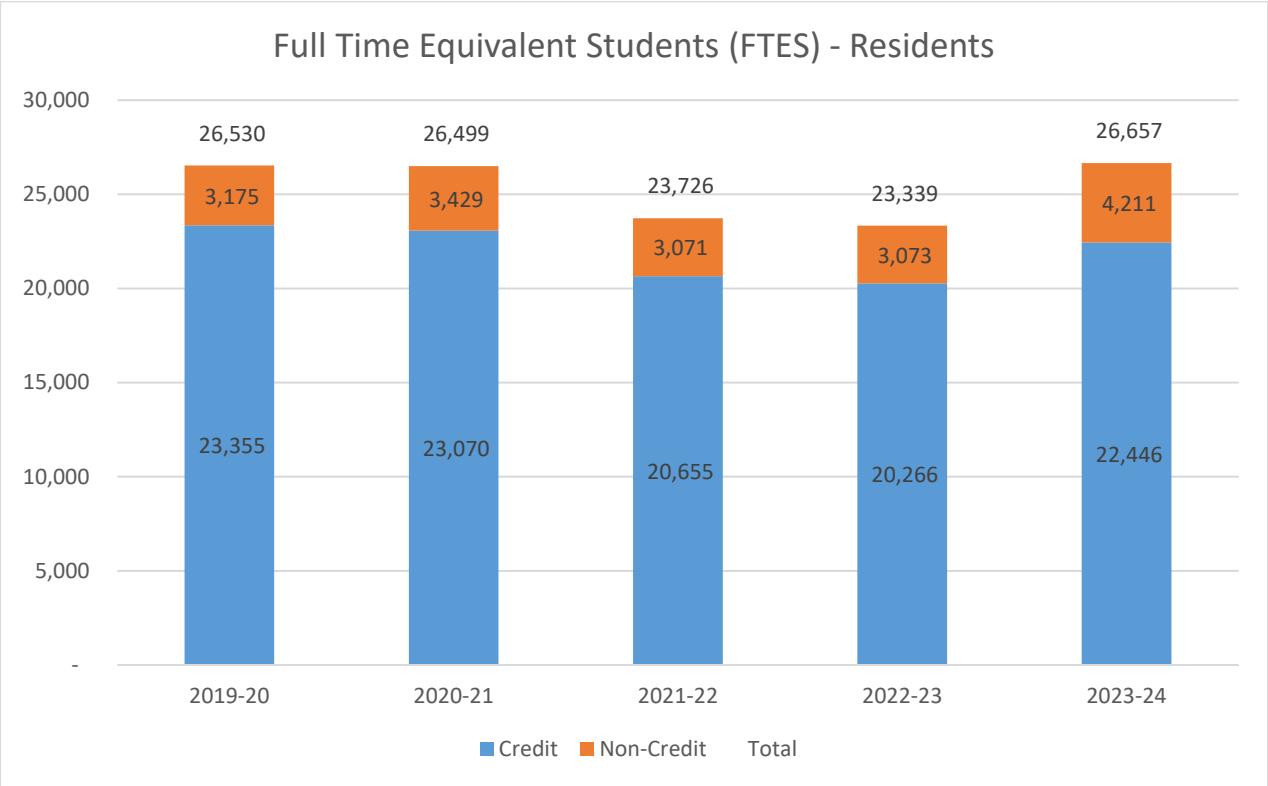
Financial and Enrollment Highlights

The District concluded the year with healthy fund balance reserves. Maintaining a prudent reserve ensures cash flow stability for the District, eliminating the need for external borrowing. Since the District opted into the Emergency Condition Allowance for 2022-23, it is required to maintain reserves covering at least two months of operating expenses. The reserves are established as follows:

- 7.5 percent of unrestricted revenue for economic uncertainties
- 20 percent of property tax collections for basic aid contingency
- 3.75 percent of unrestricted expenditures for additional economic uncertainties

Property taxes remain a dependable revenue stream, enabling the District to finance capital projects without the need for general obligation bonds. This also offers the District a buffer against state budget cuts and mandated workload reductions.

2023-24 experienced enrollment growth exceeding pre-pandemic Full Time Equivalent Students (FTES) levels, 101% of 2019-20 FTES. The Emergency Conditions Allowance (ECA) provided by the State, allowed the District to be funded at the 2019-20 levels (26,530 FTES) through 2022-23. We are anticipating continued growth in FTES in fiscal year 2024-25 as a result of the re-engagement strategies employed by the colleges. A history of reported resident FTES is provided below.



Although total FTES has rebounded, non-resident FTES is experiencing growth at a slower pace and has not yet reached the 2019-20 levels; however, there was an increase of 13.1 percent in 2023-24 (going from 1,073 FTES in 2022-23 to 1,214 FTES in 2023-24).

Statement of Net Position

The Statement of Net Position presents information on the District's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. As shown below, the District's financial position has improved over the previous fiscal year.

	2024	2023	Change	Variance
Assets				
Current assets	$ 661,224,341	$ 654,915,077	$ 6,309,264	0.96%
Noncurrent assets	915,800,822	730,322,598	185,478,224	25.40%
Total Assets	1,577,025,163	1,385,237,675	191,787,488	13.85%
Deferred Outflows of Resources	98,499,050	104,007,736	(5,508,686)	-5.30%
Liabilities				
Current Liabilities	115,001,167	119,480,854	(4,479,687)	-3.75%
Noncurrent Liabilities	245,135,773	238,641,937	6,493,836	2.72%
Total Liabilities	360,136,940	358,122,791	2,014,149	0.56%
Deferred Inflows of Resources	285,820,180	196,046,862	89,773,318	45.79%
Net Position				
Net investment in capital assets	632,004,785	562,841,652	69,163,133	12.29%
Restricted	24,632,551	26,852,668	(2,220,117)	-8.27%
Unrestricted	372,929,757	345,381,438	27,548,319	7.98%
Total Net Position	$ 1,029,567,093	$ 935,075,758	$ 94,491,335	10.11%

Assets

Total assets increased approximately $191.8 million, a percentage increase of 13.9%. The major changes affecting total assets are listed below:

- Current assets increased approximately $6.3 million (1.0%). This was due primarily to an increase in cash balances held in Capital Outlay for future projects.

- Noncurrent assets increased approximately $185.5 million (25.4%) over the prior year primarily due to the completion of two major construction projects – Irvine Valley College Arts Village and Saddleback College Gateway Building, an increase in lease receivables and interest receivables related to GASB 87 recognition of a new ATEP ground lease, and an increase in asset position in other postemployment benefits. Increases in noncurrent assets were offset by a decrease in construction in progress due to completed projects.

Liabilities

Total liabilities increased by approximately $2.0 million, a percentage increase of 0.6%. The major changes affecting total liabilities are listed below:

- Current liabilities decreased approximately $4.5 million (3.8%). Accounts payable increased $6.5 million primarily as a result of outstanding vendor payments. Unearned revenue decreased by $11 million as a result of the expenditure of the one-time State categorical funding including the Physical Plant and Instructional Equipment program and the COVID-19 Recovery Block Grant.

- Noncurrent liabilities increased by $6.5 million (2.7%) as a result of an increase in the aggregate net pension liability.

Deferred Outflows/Deferred Inflows of Resources

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, the District recognized deferred outflows and inflows of resources related to pensions in the District wide financial statements. Refer to Note 11 for the District's deferred outflows and inflows of resources related to pensions.

In addition to assets, the District reported a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District reported a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

Statement of Revenues, Expenses, and Changes in Net Position

The Statement of Revenues, Expenses, and Changes in Net Position presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods, such as revenues pertaining to receivables and expenses pertaining to earned, but unused, compensated balances.

	2024	2023	Change	Variance
Operating Revenues				
Tuition and fees, net	$ 35,439,135	$ 28,993,884	$ 6,445,251	22.23%
Grants and contracts, noncapital	84,396,827	72,255,526	12,141,301	16.80%
Other operating revenues	-	13,465	(13,465)	-100.00%
Total Operating Revenues	119,835,962	101,262,875	18,573,087	18.34%
Operating Expenses				
Salaries and benefits	298,692,938	247,024,042	51,668,896	20.92%
Supplies, services, equipment, and maintenance	66,470,062	63,200,545	3,269,517	5.17%
Student financial aid	52,334,596	48,297,260	4,037,336	8.36%
Depreciation and amortization	29,645,411	28,218,203	1,427,208	5.06%
Total Operating Expenses	447,143,007	386,740,050	60,402,957	15.62%
Operating Loss	(327,307,045)	(285,477,175)	(41,829,870)	-14.65%
Nonoperating Revenues (Expenses)				
State apportionments, noncapital	4,452,577	4,241,062	211,515	4.99%
Local property taxes	288,962,967	275,619,047	13,343,920	4.84%
Federal and State financial aid grants	36,922,540	32,105,659	4,816,881	15.00%
State taxes and other revenues	11,001,199	11,041,174	(39,975)	-0.36%
Net investment income	35,995,802	21,223,541	14,772,261	69.60%
Other nonoperating revenues	22,981,350	13,613,655	9,367,695	68.81%
Total Nonoperating Revenues (Expenses)	400,316,435	357,844,138	42,472,297	11.87%
Other Revenues and Losses				
State/local capital revenues and losses on disposal of capital assets	21,481,945	29,906,959	(8,425,014)	-28.17%
Change in Net Position	$ 94,491,335	$ 102,273,922	$ (7,782,587)	-7.61%

Operating Revenues

Total operating revenues increased by approximately $18.6 million, an increase of 18.3%.

- Net tuition and fees experienced an increase of $6.4 million (22.2%). Fee revenue increased by $1.1 million and enrollment fees net of scholarship discounts and allowances increased by $761 thousand, primarily as a result of increased student enrollment. Nonresident tuition increased by $3.7 million due to the increase in nonresident enrollment. Child Development and Community Services fees increased by $803 thousand as a result of increased program participation.

- Noncapital grants and contracts increased $12.1 million (16.8%). Factors contributing to this include a decrease in federal funding of $4.6 million primarily from the end of the HEERF program. This decline is offset by $13.1 million increase in State and categorical funding, mainly the 8.22 percent COLA applied to many programs as well as the increase in the Student Success Completion and Student Equity and Achievement programs. Local revenues increased by $3.6 million primarily due to the recognition of lease revenue as a result of the financial reporting presentation of ground leases.

Operating Expenses

Total operating expenses increased approximately $60.4 million, an increase of 15.6%. Items of significance affecting the changes include:

- Salaries and benefits increased by approximately $51.7 million, an increase of 20.9% due to salary schedule increases, changes in the state pension plans, and the OPEB deferred inflows and outflows.

- Supplies, services, equipment and maintenance increased by $3.3 million, an increase of 5.2%. The increase is primarily from higher capital outlay related costs for projects, property and liability premiums, and increased costs of contracted services.

- Student financial aid increased by $4.0 million (8.4%) mainly due to an increase of Pell grants offset by a reduction in Emergency Financial Assistance Grants to Low-Income Students funds for student financial aid received from the State.

- Depreciation and amortization expense increased by $1.4 million (5.1%), in part due to an increase in noncurrent capital assets, subscription-based IT arrangements, and equipment. The increase was offset by a reduction in depreciable balance of land improvements as many reached full depreciation in the current year.

Nonoperating Revenues (Expenses)

Nonoperating revenues (expenses) increased by $42.5 million (11.9%) primarily due to the following:

- A 4.8% increase of $13.3 million in local property tax reflects the moderate growth trend of the local property tax base.

- Federal and state financial aid grants increased by $4.8 million (15.0%) primarily due to an increase in Pell Grants awarded to students.

- State taxes and other revenues decreased by $40.0 thousand (0.4%) primarily as a result of a decrease in lottery revenue.

- Investment income increased by $14.8 million (69.6%), as a result of the favorable market conditions for the trust funds and higher interest rates in the County Treasury and Local Agency Investment Fund (LAIF).

- Other nonoperating revenues increased by $9.4 million (68.8%), primarily due from Redevelopment Area tax collections.

Other Revenues and Losses

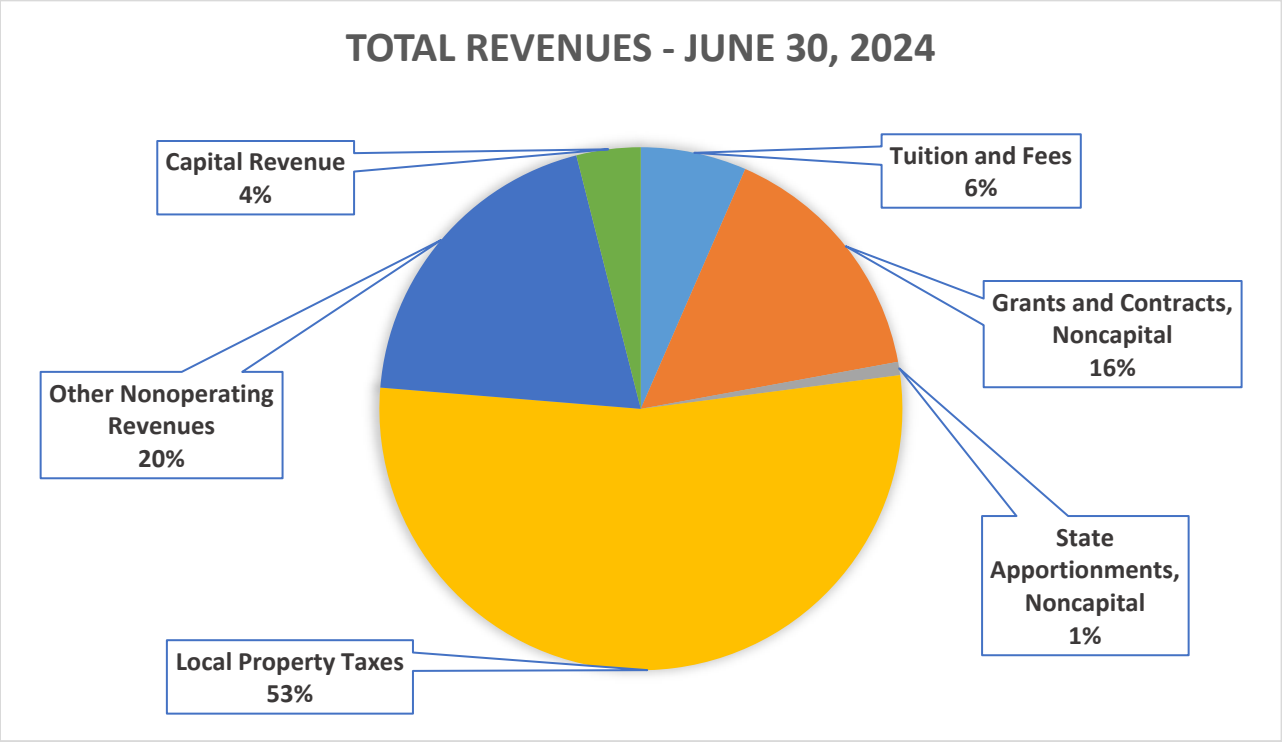
- Other revenues and losses decreased by approximately $8.4 million.

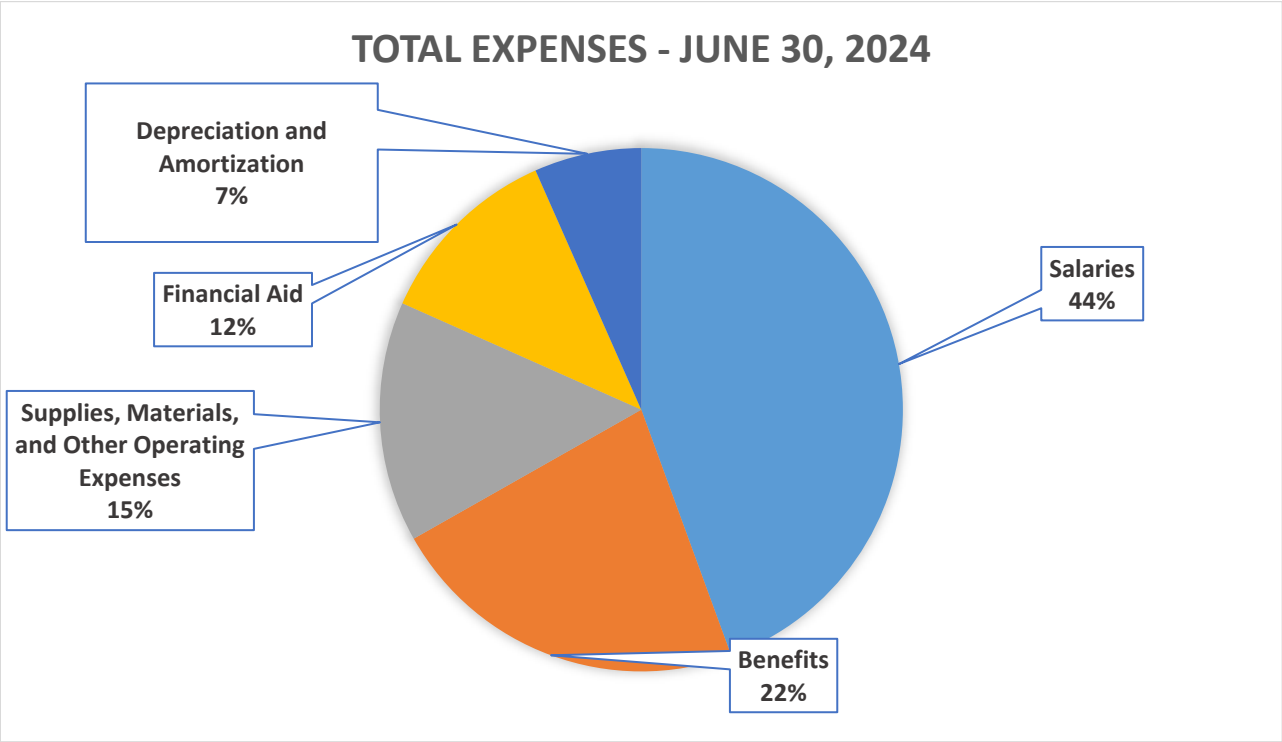
- State apportionments for capital decreased $8.5 million due to the progress of the Saddleback College Math and Computer Science Building state funded construction project and projects funded with Physical Plant and Instructional Support.

- Local revenues for capital increased by $18.9 thousand due to collection of Common Area Maintenance revenue from ATEP tenants.

- The loss on disposal of equipment decreased by $26.8 thousand due to assets disposed of in the current year.

The following two pie charts depict the breakdown and percentages of the major components in total revenue and total expenses as of June 30, 2024.


TOTAL REVENUES - JUNE 30, 2024
Capital Revenue 4%
Tuition and Fees 6%
Grants and Contracts, Noncapital 16%
Other Nonoperating Revenues 20%
State Apportionments, Noncapital 1%
Local Property Taxes 53%


TOTAL EXPENSES - JUNE 30, 2024
Depreciation and Amortization 7%
Financial Aid 12%
Salaries 44%
Supplies, Materials, and Other Operating Expenses 15%
Benefits 22%

In accordance with requirements set forth by the California Community Colleges Chancellor's Office, the District reports operating expenses by object code. Operating expenses by functional classification are as follows:

	Salaries and Benefits	Supplies, Services, Equipment, and Maintenance	Student Financial Aid	Depreciation and Amortization	Total
Instructional activities	$ 146,729,505	$ 4,071,862	$ -	$ -	$ 150,801,367
Academic support	24,328,898	494,317	-	-	24,823,215
Student services	44,985,138	1,896,696	-	-	46,881,834
Plant operations and maintenance	13,689,094	4,506,056	-	-	18,195,150
Instructional support services	50,077,383	12,612,834	-	-	62,690,217
Community services and economic development	3,654,570	505,975	-	-	4,160,545
Ancillary services and auxiliary operations	11,635,865	1,229,711	-	-	12,865,576
Student aid	-	-	52,334,596	-	52,334,596
Physical property and related acquisitions	3,592,485	41,152,611	-	-	44,745,096
Unallocated depreciation and amortization	-	-	-	29,645,411	29,645,411
Total	$ 298,692,938	$ 66,470,062	$ 52,334,596	$ 29,645,411	$ 447,143,007

Statement of Cash Flows

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This Statement also helps users assess the District's ability to generate positive cash flows, meet obligations as they come due and determine the need for external financing.

	2024	2023	Change	Variance
Net Cash Flows from				
Operating activities	$ (309,418,095)	$ (227,540,715)	$ (81,877,380)	-35.98%
Noncapital financing activities	365,166,219	332,771,018	32,395,201	9.73%
Capital financing activities	(83,834,458)	(31,689,789)	(52,144,669)	-164.55%
Investing activities	35,057,330	25,847,165	9,210,165	35.63%
Change in Cash and Cash Equivalents	6,970,996	99,387,679	(92,416,683)	-92.99%
Cash and Cash Equivalents, Beginning of Year	582,546,833	483,159,154	99,387,679	20.57%
Cash and Cash Equivalents, End of Year	$ 589,517,829	$ 582,546,833	$ 6,970,996	1.20%

Operating Activities
Cash receipts from operating activities consists of grants, contracts, tuition and fees, while outlays include payment of wages, benefits, supplies, services, contracts, scholarships, and financial aid.

Net cash used by operating activities increased by $81.9 million (36.0%) primarily for payments to/on-behalf of employees.

Noncapital Financing Activities
Property taxes and financial aid are the main source of receipts for noncapital financial activities. Net cash provided by noncapital financing activities increased by $32.4 million (9.7%) and is consistent with the growth in the property tax base.

Capital and Related Financing Activities
Net cash used by capital and related financing activities increased by $52.1 million (164.6%) due to expenditures for equipment and construction projects offset by State funding received for the projects.

Investing Activities
Net cash provided by investing activities increased by $9.2 million (35.6%) from the prior year due to higher investment return rates in the County Treasury and LAIF and favorable market conditions for the trust account investments.

District's Fiduciary Responsibility

The Futuris Public Entity Investment Trust Retiree Benefit OPEB Trust (the OPEB Trust) is an irrevocable government trust for the purpose of funding postemployment health benefits. The District acts as the fiduciary of the OPEB Trust and the financial activity of the OPEB Trust has been presented in separate statements in the financial statements.

Capital Assets, Right-to-use Leased Assets, and Right-to-use Subscription IT Assets

As of June 30, 2024, the District had approximately $635.9 million invested in net capital assets, right-to-use leased assets, and right-to-use subscription IT assets. Total capital assets of $993.5 million consist of land, artwork, construction in progress, buildings and improvements, vehicles, data processing equipment, other office equipment, right-to-use leased assets, and right-to-use subscription IT assets. These assets have accumulated depreciation/amortization of $357.6 million. In fiscal year 2023-24, there were net capital asset additions in the amount of approximately $100.0 million, which includes costs for the Saddleback College Gateway building, Irvine Valley College Arts Village, the Saddleback College Math and Computer Science building, and the Saddleback College at ATEP building, and net depreciation/amortization expense of $29.6 million.

Note 7 to the financial statements provides additional information on capital assets, right-to-use leased assets, and right-to-use subscription IT assets. A comparison of these assets, net of depreciation and amortization, is summarized below:

	2024	2023	Net Change
Land, artwork, and construction in progress	$ 159,724,689	$ 182,894,032	$ (23,169,343)
Buildings and land improvements, net	459,662,298	365,342,666	94,319,632
Equipment, net	12,875,849	14,646,859	(1,771,010)
Right-to-use leased assets, net	799,472	1,198,479	(399,007)
Right-to-use subscription IT assets, net	2,843,017	1,485,580	1,357,437
Total Capital Assets, Right-to-use Leased Assets, and Right-to-use Subscription IT Assets, Net	$ 635,905,325	$ 565,567,616	$ 70,337,709

Long-Term Liabilities

At June 30, 2024, the District had $247.7 million in long-term liabilities, an increase of $7.1 million. The increase is primarily related to the change in the aggregate net pension liability. Notes 8, 9, and 11 provide additional information on long-term liabilities. A comparison is summarized below:

	2024	2023	Net Change
Long-Term Liabilities			
Compensated absences and load banking	$ 8,766,175	$ 7,934,871	$ 831,304
Claims liabilities	873,714	678,997	194,717
Lease liability	850,744	1,244,805	(394,061)
Subscription-based IT arrangements	3,049,796	1,481,159	1,568,637
Aggregate net OPEB liability	595,249	7,290,426	(6,695,177)
Aggregate net pension liability	233,529,556	221,959,728	11,569,828
Total Long-Term Liabilities	247,665,234	240,589,986	7,075,248
Less Current Portion	2,529,461	1,948,049	581,412
Long-Term Portion	$ 245,135,773	$ 238,641,937	$ 6,493,836

Economic Outlook and Factors Affecting Next Year's Budget

The fiscal year 2024-25 state budget for community colleges included a 1.07 percent cost of living adjustment. Changes have been made to the SCFF hold harmless provisions (2024-25) whereby the total computational revenue a district receives in 2024-25 becomes the floor for future funding. This new floor will not be automatically increased by COLA unless specifically provided for within future statutes, but it provides districts with predictability and stability moving forward.

The District has been identified as a "locally funded" district since 1999-2000, meaning its primary source of revenue comes from local property taxes, not state apportionment. The fiscal year 2024-25 adopted budget assumes an increase in property tax revenue of 4.0 percent over fiscal year 2023-24 actual receipts. This assumption is based on prior years' history and conservative estimations provided by the county auditor/controller's office. Property tax receipts have been a stable revenue source with moderate growth in recent years. The District continues to experience sufficient revenue to maintain funding of the colleges and allow for future capital projects. Excess funds over the funding formula are used to pay for long-term debt, one-time expenditures, and capital outlay needs.

The most recent actuarial valuation study was completed for the District's other postemployment benefits (OPEB) liability as of December 31, 2023. Based on a discount rate of 6 percent, the market value of the plan assets exceeded the actuarial accrued liability by $6.8 million. The District has budgeted sufficient funds to cover the actuarially determined contribution for fiscal year 2024-25. The next actuarial valuation study is scheduled to be completed in January 2025.

The state pension plans are currently underfunded and employer rates for PERS are anticipated to continue to increase over the next several years. The Board has approved participation in a Pension Stabilization Fund to offset the PERS and STRS increased costs. The District has made deposits totaling $62.7 million to the trust and withdrawals totaling $55.2 million to fund for the increased costs. The 2023-24 actuals reflect the pending fourth quarter withdrawal of $4.2 million as well as cumulative investment earnings on the trust of $4.7 million, resulting in a balance of $8.0 million as of June 30, 2024. Utilizing basic aid funds, additional deposits will continue each year to maintain the fund and defray the increases for the colleges' and district services' budgets. In fiscal year 2024-25, the District budgeted a $15 million basic aid allocation toward these increased costs.

The colleges continue to increase on-campus instruction for the fall semester. The colleges have increased full-time faculty for the Fall 2024 semester to provide additional offerings to the anticipated increase in student enrollment as compared to the Fall 2023 semester.

The District will begin receiving ground rents from tenants at ATEP and additional ground lease agreements are anticipated in the coming fiscal year; all while discussions with prospective tenants for ATEP continue to take place.

Contacting the District's Financial Management

The financial report is designed to provide a general overview of the District's finances. Questions concerning this report or requests for additional financial information should be addressed to:

South Orange County Community College District, Office of the Executive Director of Fiscal Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

South Orange County Community College District

Statement of Net Position

June 30, 2024

	Primary Government	Component Units
Assets		
Deposits and investments	$ 631,866,400	$ 16,952,039
Accounts receivable, net	26,150,302	1,628,658
Due from fiduciary fund	1,421,325	-
Due from component units	87,573	-
Due from primary government	-	531,609
Prepaid expenses	1,649,959	107,297
Inventories	48,782	-
Interest receivable on leases	6,936,106	-
Lease receivables	237,084,743	-
Net other postemployment benefits (OPEB) asset	35,874,648	-
Capital assets not depreciated or amortized	159,724,689	-
Capital assets, net of accumulated depreciation and amortization	476,180,636	-
Total Assets	1,577,025,163	19,219,603
Deferred Outflows of Resources		
Deferred outflows of resources related to OPEB	19,435,470	-
Deferred outflows of resources related to pensions	79,063,580	-
Total Deferred Outflows of Resources	98,499,050	-
Liabilities		
Accounts payable	41,246,916	103,820
Due to fiduciary fund	1,763,608	-
Due to component units	531,609	-
Due to primary government	-	87,573
Unearned revenue	68,929,573	-
Long-term liabilities		
Long-term liabilities other than other postemployment benefit (OPEB) and pensions, due within one year	2,529,461	-
Long-term liabilities other than OPEB and pensions, due in more than one year	11,010,968	-
Net OPEB liability	595,249	-
Aggregate net pension liability	233,529,556	-
Total Liabilities	360,136,940	191,393
Deferred Inflows of Resources		
Deferred inflows of resources related to OPEB	39,837,064	-
Deferred inflows of resources related to pensions	19,034,760	-
Deferred inflows of resources related to leases	226,948,356	-
Total Deferred Inflows of Resources	285,820,180	-
Net Position		
Net investment in capital assets	632,004,785	-
Restricted for		
Capital projects	3,542,353	-
Educational programs	12,747,873	-
Other activities	8,342,325	13,348,548
Unrestricted	372,929,757	5,679,662
Total Net Position	$ 1,029,567,093	$ 19,028,210

South Orange County Community College District

Statement of Revenues, Expenses and Changes in Net Position

Year Ended June 30, 2024

	Primary Government	Component Units
Operating Revenues		
Tuition and fees	$ 47,608,585	$ -
Less: Scholarship discounts and allowances	(12,169,450)	-
Net Tuition and Fees	35,439,135	-
Grants and contracts, noncapital		
Federal	6,228,417	-
State	69,469,235	-
Local	8,699,175	4,830,228
Total Grants and Contracts, Noncapital	84,396,827	4,830,228
Total Operating Revenues	119,835,962	4,830,228
Operating Expenses		
Salaries	198,595,245	102,494
Employee benefits	100,097,693	10,028
Supplies, materials, and other operating expenses and services	51,044,044	3,350,957
Student financial aid	52,334,596	1,105,811
Equipment, maintenance, and repairs	15,426,018	32,453
Depreciation and amortization	29,645,411	-
Total Operating Expenses	447,143,007	4,601,743
Operating Income (Loss)	(327,307,045)	228,485
Nonoperating Revenues (Expenses)		
State apportionments, noncapital	4,452,577	-
Local property taxes, levied for general purposes	288,962,967	-
Federal and State financial aid grants	36,922,540	-
State taxes and other revenues	11,001,199	-
Investment income, net	36,166,616	1,326,913
Interest expense on capital related debt	(170,814)	-
Other nonoperating revenue	22,981,350	-
Total Nonoperating Revenues (Expenses)	400,316,435	1,326,913
Income Before Other Revenues and Losses	73,009,390	1,555,398
Other Revenues and Losses		
State revenues, capital	21,466,372	-
Local revenues, capital	18,892	-
Loss on disposal of capital assets	(3,319)	-
Total Other Revenues and Losses	21,481,945	-
Change In Net Position	94,491,335	1,555,398
Net Position, Beginning of Year	935,075,758	17,472,812
Net Position, End of Year	$ 1,029,567,093	$ 19,028,210

See Notes to Financial Statements

South Orange County Community College District

Statement of Cash Flows
Year Ended June 30, 2024

	Primary Government	Component Units
Operating Activities		
Tuition and fees	$ 32,609,959	$ -
Federal, state, and local grants and contracts, noncapital	74,013,321	3,173,624
Payments to or on behalf of employees	(302,323,899)	(155,714)
Payments to vendors for supplies and services	(61,382,880)	(1,042,617)
Payments to students for scholarships and grants	(52,334,596)	(1,083,121)
Net Cash Used In Operating Activities	(309,418,095)	892,172
Noncapital Financing Activities		
State apportionments	4,411,547	-
Federal and state financial aid grants	36,922,540	-
Property taxes - nondebt related	289,649,561	-
State taxes and other apportionments	10,942,785	-
Other nonoperating	23,239,786	-
Net Cash Provided By Noncapital Financing Activities	365,166,219	-
Capital Financing Activities		
Purchase of capital assets	(96,934,261)	-
State revenue, capital	15,139,574	-
Local revenue, capital	18,892	-
Principal paid on capital debt	(1,887,849)	-
Interest paid on capital debt	(170,814)	-
Net Cash Used In Capital Financing Activities	(83,834,458)	-
Investing Activities		
Sales and maturities of investments	(753,161)	2,631,401
Purchase of investments	-	(3,054,986)
Change in fair value of cash in county treasury	(1,626,074)	-
Interest received from investments	37,436,565	247,123
Net Cash Provided By (Used In) Investing Activities	35,057,330	(176,462)
Change In Cash and Cash Equivalents	6,970,996	715,710
Cash and Cash Equivalents, Beginning of Year	582,546,833	335,193
Cash and Cash Equivalents, End of Year	$ 589,517,829	$ 1,050,903

South Orange County Community College District

Statement of Cash Flows
Year Ended June 30, 2024

	Primary Government	Component Units
Reconciliation of Net Operating Income (Loss) to Net Cash Used In Operating Activities		
Operating Income (Loss)	$ (327,307,045)	$ 228,485
Adjustments to reconcile net operating income (loss) to net cash used in operating activities		
Depreciation and amortization expense	29,645,411	-
Amortization of discount on promises to give	-	(83,981)
Changes in assets, deferred outflows of resources, liabilities, and deferred inflows of resources		
Accounts receivable, net	6,783,781	25,812
Due from fiduciary fund	(1,421,325)	-
Due from component units	-	-
Due from primary government	-	727,825
Inventories	(6,498)	-
Prepaid expenses	1,896,272	4,983
Lease receivables	(79,265,867)	-
Net OPEB asset	(35,874,648)	-
Deferred outflows of resources related to OPEB	15,223,789	-
Deferred outflows of resources related to pensions	(9,715,103)	-
Accounts payable	5,971,103	16,618
Due to fiduciary fund	-	-
Due to component units	-	-
Due to primary government	-	(27,570)
Unearned revenue	(11,021,955)	-
Compensated absences and load banking	831,304	-
Claims liabilities	194,717	-
Net OPEB liability	(6,695,177)	-
Aggregate net pension liability	11,569,828	-
Deferred inflows of resources related to OPEB	24,365,184	-
Deferred inflows of resources related to pensions	(6,304,550)	-
Deferred inflows of resources related to leases	71,712,684	-
Total Adjustments	17,888,950	663,687
Net Cash Used In Operating Activities	$ (309,418,095)	$ 892,172
Cash and Cash Equivalents Consist of the Following:		
Cash in banks	$ 3,857,172	$ 1,050,903
Cash with fiscal agent	6,484,559	-
Cash in county treasury	579,176,098	-
Total Cash and Cash Equivalents	$ 589,517,829	$ 1,050,903
Noncash Transactions		
Recognition of subscription based IT arrangement liabilities arising from obtaining right-to-use subscription IT assets	$ 3,062,425	$ -

South Orange County Community College District

Fiduciary Fund
Statement of Net Position
June 30, 2024

	Retiree OPEB Trust
Assets	
Investments	$ 168,230,646
Due from primary government	1,763,608
Total Assets	$ 169,994,254
Liabilities	
Due to primary government	$ 1,421,325
Net Position	
Restricted for postemployment benefits other than pensions	168,572,929
Total Liabilities and Net Position	$ 169,994,254

South Orange County Community College District

Fiduciary Fund
Statement of Changes in Net Position
Year Ended June 30, 2024

	Retiree OPEB Trust
Additions	
District contributions	$ 21,379,693
Interest and investment income	5,924,262
Net realized and unrealized gains	10,959,057
Total Additions	38,263,012
Deductions	
Benefit payments	7,199,657
Administrative expenses	438,334
Total Deductions	7,637,991
Change in Net Position	30,625,021
Net Position - Beginning of Year	137,947,908
Net Position - End of Year	$ 168,572,929

Note 1 - Organization

The South Orange County Community College District (the District) is a comprehensive, public, two-year institution offering higher education in the County of Orange in the State of California and is governed by an elected Board of Trustees. The District is comprised of two college campuses, Saddleback College and Irvine Valley College, and one educational area, the Advanced Technology and Education Park (ATEP). While the District is a political subdivision of the State of California, it is legally separate and is independent of other State and local governments, and it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 61. The District is classified as a Public Educational Institution under *Internal Revenue Code* Section 115 and is, therefore, exempt from Federal taxes.

Note 2 - Summary of Significant Accounting Policies

Financial Reporting Entity

The District has considered all potential component units in determining how to define the reporting entity using criteria set forth in accounting principles generally accepted in the United States of America. The basic criteria for including a component unit are (1) the economic resources held or received by the other entity are entirely or almost entirely for the direct benefit of the District, (2) the District is entitled to, or has the ability to otherwise access, a majority of the economic resources held or received by the other entity, and (3) the other entity's resources to which the District is entitled or has the ability to otherwise access are significant to the District. If any of these criteria are not met, the final criterion for including a component unit is whether the other entity is closely related to, or financially integrated with, the District.

Based upon the application of the criteria listed above, the following potential component units have been evaluated for inclusion in the District's reporting entity:

Foundation for South Orange County Community College District, Saddleback College Foundation, and Irvine Valley College Foundation (collectively, the Foundations)

The Foundations are separate nonprofit corporations formed to promote and assist the educational programs of the District. The Board of Directors for each Foundation are appointed independent of any District Board of Trustee's elections. The Board of Directors are responsible for their own accounting and finance related activities; however, the District's governing board has fiscal responsibility over the Foundations. The financial activities of the Foundations, excluding the Foundation for South Orange County Community College District, have been included in these financial statements as discretely presented component units; the management has deemed the Foundation for South Orange County Community College District to not be a component unit as defined by GASB since the activity is not significant to the District. Separate financial statements for the Foundations may be obtained through the District.

The Advanced Technology & Education Park (ATEP) Facilities Corporation

The ATEP Facilities Corporation (the Corporation) was established for the performance of various asset management functions pertaining to the ownership and operation of real estate assets held by the District at ATEP. The Corporation was formed as an auxiliary organization, as authorized by *Education Code* section 72670 et. seq. and California *Code of Regulations* sections 59250 et. seq. Based upon the application of the criteria listed above, the Corporation is included in the District's reporting entity as a blended component unit.

Basis of Accounting

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB. This presentation provides a comprehensive government-wide perspective of the District's assets, deferred outflows of resources, liabilities, deferred inflows of resources, activities, and cash flows and replaces the fund group perspective previously required. Fiduciary activities are excluded from the primary government financial statements. The District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. The significant accounting policies followed by the District in preparing these financial statements are in accordance with accounting principles generally accepted in the United States of America as promulgated by GASB. Additionally, the District's policies comply with the California Community Colleges Chancellor's Office *Budget and Accounting Manual*. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All material intra-agency and intra-fund transactions have been eliminated.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. For the District, operating revenues consist primarily of student fees, noncapital grants and contracts, and auxiliary activities through the bookstore.

Nonexchange transactions, in which the District receives value without directly giving equal value in return, including State apportionments, property taxes, Federal and State grants, entitlements, and donations, are classified as nonoperating revenue. Federal and State financial aid grants received to provide direct grants to students are classified as nonoperating revenues because the District does not generally receive any direct benefit from the grants. Eligibility requirements may include time and/or purpose requirements. Property tax revenues are recognized on an accrual basis. State apportionment revenue is earned based upon criteria set forth from the Community College Chancellor's Office and includes reporting of full-time equivalent students (FTES). The corresponding apportionment revenue is recognized in the period the FTES are generated.

Expenses are recorded on an accrual basis as they are incurred, when goods are received, or services are rendered.

Deposits and Investments

The District's deposits are comprised of cash and cash equivalents, which are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the Statement of Cash Flows.

Investments are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value, including money market investments and participating interest-earning investment contracts with original maturities greater than one year, are stated at cost or amortized cost.

The District's investment in the County treasury and State Local Agency Investment Fund (LAIF) are measured at fair value on a recurring basis, which is determined by the fair value per share of the underlying portfolio determined by the program sponsor. Positions in these investment pools are not required to be categorized within the fair value hierarchy.

Accounts Receivable

Accounts receivable include amounts due from Federal, State, and/or local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also consist of tuition and fee charges to students and auxiliary enterprise services provided to students, faculty, and staff. The District provides for an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based upon management's estimates and analysis. At June 30, 2024, the allowance was estimated at $1,516,608.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements. The cost of prepaid items is recorded as an expense when consumed rather than when purchased.

Capital Assets, Depreciation, and Amortization

Capital assets are long-lived assets of the District as a whole and include land, artwork, construction in progress, buildings, building and land improvements, and equipment. Capital assets are stated at cost at the date of acquisition or fair value at the date of gift. The District's capitalization policy includes all items with a unit cost of $5,000 or more (for equipment) and an estimated useful life of greater than one year. Buildings, renovations to buildings, infrastructure, and land improvements that cost more than $150,000, significantly increase the value, or extend the useful life of the structure, are capitalized. Routine repair and maintenance costs are charged to operating expenses in the year in which the expense is incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets. Costs for construction in progress are capitalized when incurred.

The following estimated useful lives are used to compute depreciation:

Buildings	50 years
Buildings and land improvements	10 years
Equipment and vehicles	8 years
Technology	3 years

The District records the value of intangible right-to-use assets based on the underlying leased asset in accordance with GASB Statement No. 87, *Leases*. The right-to-use intangible asset is amortized each year for the term of the contract or useful life of the underlying asset.

The District records the value of right-to-use subscription IT assets based on the underlying subscription asset in accordance with GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. The right-to-use subscription IT asset is amortized each year for the term of the contract or useful life of the underlying asset.

The District records impairments of capital assets when it becomes probable that the carrying value of the assets will not be fully recovered over their estimated useful life. Impairments are recorded to reduce the carrying value of the assets to their net realizable value based on facts and circumstances in existence at the time of the determination. No impairments were recorded during the year ended June 30, 2024.

Deferred Outflows of Resources and Deferred Inflows of Resources

In addition to assets, the Statement of Net Position also reports deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and will not be recognized as an expense until then. The District reports deferred outflows of resources for OPEB and pension related items.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The District reports deferred inflows of resources for leases, OPEB, and pension related items.

Leases

The District recognizes a lease liability, for such things as copiers and rented office space, and intangible right-to-use leased assets in the government-wide financial statements. The District measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The right-to-use leased assets are initially measured as the initial amount of the lease liability, plus certain initial direct costs. Subsequently, the right-to-use leased assets are amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

The District recognizes a lease receivable for ground leases and a deferred inflow of resources in the government-wide financial statements. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Subscription-based IT Arrangements

The District recognizes a subscription-based IT arrangement liability and an intangible right-to-use subscription IT asset (subscription IT asset) in the government-wide financial statements. The District's capitalization policy includes all items with a total contract cost of $5,000 or more. The District measures the subscription-based IT arrangement liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription-based IT arrangement liability is reduced by the principal portion of subscription payments made. The right-to-use subscription IT asset is initially measured as the initial amount of the subscription-based IT arrangement liability, plus certain initial direct costs. Subsequently, the right-to-use subscription IT asset is amortized on a straight-line basis over the subscription term or useful life of the underlying asset.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California State Teachers Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) plan for schools (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value. The aggregate net pension liability attributable to the governmental activities will be paid by the fund in which the employee worked.

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB plan (the District's Plan) and the CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the District Plan and the MPP. For this purpose, the District Plan and the MPP recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

Unearned Revenue

Unearned revenues arise when resources are received by the District before it has a legal claim to them, such as when certain grants are received prior to the occurrence of qualifying expenditures. In the subsequent periods, when the District has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and the revenue is recognized. Unearned revenue is primarily composed of (1) amounts received for tuition and fees prior to the end of the fiscal year that are related to the subsequent fiscal year and (2) amounts received from Federal and State grants received before the eligibility requirements are met.

Compensated Absences and Load Banking

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide financial statements. The current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignation and retirements that occur prior to year-end that have not yet been paid within the fund from which the employees who have accumulated the leave are paid. The District also participates in “load banking” with eligible academic employees whereby the employee may teach extra courses in one period in exchange for time off in another period. The liability for this benefit is reported on the government-wide financial statements.

Sick leave is accumulated without limit for each employee based upon negotiated contracts. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District’s financial statements. However, retirement credit for unused sick leave is applicable to all classified members who retire after January 1, 1999. At retirement, each member will receive 0.004 year of service credit for each day of unused sick leave. Retirement credit for unused sick leave is applicable to all academic employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year less the number of holidays, if employed full time.

Noncurrent Liabilities

Noncurrent liabilities include compensated absences, load banking, claims liabilities, subscription-based IT arrangements, and lease liability with maturities greater than on year.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net position related to net investment in capital assets consists of capital assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available. The government-wide financial statements report $24,632,551 of restricted net position, and the fiduciary funds financial statements report $168,572,929 of restricted net position.

Operating and Nonoperating Revenues and Expenses

Classification of Revenues - The District has classified its revenues as either operating or nonoperating. Certain significant revenue streams relied upon for operation are classified as nonoperating as defined by GASB. Classifications are as follows:

- **Operating revenues** - Operating revenues include activities that have the characteristics of exchange transactions, such as tuition and fees, net of scholarship discounts and allowances, Federal, State, and local grants and contracts.

- **Nonoperating revenues** - Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as State apportionments, property taxes, investment income, and other revenue sources defined by GASB.

Classification of Expenses - Nearly all of the District's expenses are from exchange transactions and are classified as either operating or nonoperating according to the following criteria:

- **Operating expenses** - Operating expenses are necessary costs to provide the services of the District and include employee salaries and benefits, supplies, operating expenses, and student financial aid.

- **Nonoperating expenses** - Nonoperating expenses include interest expense and other expenses not directly related to the services of the District.

State Apportionments

The District does not receive state apportionments under the Student Centered Funding Formula because it receives more than sufficient revenues from enrollment fees and property taxes. The excess property taxes above the base revenue calculations are referred to as basic aid funding. However, the District does receive state apportionment funding for the state Education Protection Account (EPA) and the full-time faculty hiring allocation.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31 and become delinquent after August 31.

The District reports real and personal property tax on an accrual basis. A receivable has been accrued in these financial statements to reflect the amount of property taxes receivable as of June 30, 2024.

Scholarship Discounts and Allowances

Tuition and fee revenue is reported net of scholarship discounts and allowances. Fee waivers approved by the California Community College Board of Governors are included within the scholarship discounts and allowances in the Statement of Revenues, Expenses, and Changes in Net Position. Scholarship discounts and allowances represent the difference between stated charges for enrollment fees and the amount that is paid by students or third parties making payments on the students' behalf.

Federal Financial Assistance Programs

The District participates in federally funded Pell Grants, Supplemental Educational Opportunity Grants (SEOG), and Federal Work-Study programs, as well as other programs funded by the Federal government and State of California. Financial aid provided to the student in the form of cash is reported as an operating expense in the Statement of Revenues, Expenses, and Changes in Net Position. Federal financial assistance programs are audited in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards*.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates, and those differences could be material.

Interfund Activity

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund activity within the primary government and fiduciary funds has been eliminated respectively in the consolidation process of the basic financial statements. Balances owing between the primary government and the fiduciary funds are not eliminated in the consolidation process.

Operating transfers between funds of the District are used to move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and use restricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Operating transfers within the primary government and fiduciary funds has been eliminated respectively in the consolidation process of the basic financial statements. Balances transferred between the primary government and the fiduciary funds are not eliminated in the consolidation process.

Adoption of New Accounting Standard

Implementation of GASB Statement No. 100

As of July 1, 2023, the District adopted GASB Statement No. 100, *Accounting Changes and Error Corrections*. The implementation of this standard requires additional presentation and disclosure requirements for accounting changes and error corrections. There was not a significant effect on the District's financial statements as a result of the implementation of the standard.

Note 3 - Deposits and Investments

Policies and Practices

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury – In accordance with the *Budget and Accounting Manual*, the District maintains substantially all of its cash in the County Treasury as part of the common investment pool. The District is considered to be an involuntary participant in the external investment pool. The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Investment in the State Investment Pool - The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California *Government Code* Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Summary of Deposits and Investments

Deposits and investments as of June 30, 2024, consist of the following:

	Primary Government	Fiduciary Fund
Cash on hand and in banks	$ 3,828,922	$ -
Cash in revolving	28,250	-
Cash with fiscal agent	6,484,559	-
Cash in county treasury	579,176,098	-
Investments	42,348,571	168,230,646
Total Deposits and Investments	$ 631,866,400	$ 168,230,646

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District's policy is to comply with California *Government Code*, which limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Orange County Educational Investment Pool, LAIF, and mutual funds.

Specific Identification

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investments by maturity:

Investment Type	Fair Value	Weighted Average Maturity in Days	Credit Rating
Mutual funds	$ 180,440,844	No maturity	Not rated
LAIF	30,138,373	217	Not rated
Orange County Educational Investment Pool	579,176,098	407	AAAm
Total	$ 789,755,315		

Custodial Credit Risk

Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District follows California *Government Code* to reduce exposure to custodial credit risk. The California *Government Code* requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105% of the secured deposits. As of June 30, 2024, the District's bank balance of approximately $3.59 million was collateralized at 110% in accordance with applicable California state law.

Investments

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. As of June 30, 2024, the District's investment balance of approximately $179.9 million was exposed to custodial credit risk because it exceeded Securities Investor Protection Corporation (SIPC) insurance of $500,000. The District follows California *Government Code* in regards to limiting the amount of securities that can be held by counterparties.

Note 4 - Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

- Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

- Level 2 - Observable inputs, other than Level 1 prices, such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

- Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

The District's fair value measurements are as follows at June 30, 2024:

		Fair Value Measurements Using		
Investment Type	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Mutual funds	$ 180,440,844	$ 180,440,844	$ -	$ -

All assets have been valued using a market approach, which uses prices and other relevant information generated by market transactions involving identical or comparable assets or group of assets.

Note 5 - Accounts Receivable

Accounts receivable as of June 30, 2024 consisted of the following:

	Primary Government
Federal Government	
Categorical aid	$ 2,207,584
State Government	
Apportionment	707,218
Categorical aid	1,399,840
State construction claims	8,718,824
Lottery	1,792,815
Local Sources	
Property taxes	5,462,556
Interest	2,186,386
Other local sources	2,956,579
Student fees	2,322,681
Less: allowance for bad debt	(1,516,608)
Total accounts receivable, net	$ 26,237,875

Note 6 - Lease Receivables

The District has entered into lease agreements with various lessees. The lease receivables are summarized below:

Lease Receivables	Balance, July 1, 2023	Additions	Deductions	Balance, June 30, 2024
Idyllwillow Lease	$ 158,153,421	$ -	$ -	$ 158,153,421
T-Mobile Cell Tower Lease	903,038	-	(16,171)	886,867
County of Orange Lease	2,296,479	-	(107,095)	2,189,384
Advantech Corporation Lease	-	75,855,071	-	75,855,071
Total	$ 161,352,938	$ 75,855,071	$ (123,266)	$ 237,084,743

At June 30, 2024, the District recorded $237,084,743 in lease receivables, $6,936,106 in interest receivable, and $226,948,356 of deferred inflows of resources for leases. The District used interest rates of between 3% and 5%, based on the District's estimated incremental borrowing rate over the same time periods.

Idyllwillow Lease

The District leases a 23-acre portion of its land, improved with a 400-unit apartment complex built in 1987, located adjacent to Saddleback College. The lease term extends until September 30, 2075. Annual lease payments are due May 15, and increase annually based on the consumer price index for urban consumers for the Los Angeles-Anaheim-Riverside area, with a minimum increase of 3% and a maximum increase of 6%. During the fiscal year, the District recognized $2,928,767 in lease revenue and $1,638,472 in interest revenue related to these agreements.

T-Mobile Cell Tower Lease

The District leases a portion of its facilities for cellular antenna and equipment sites. The lease is noncancelable for a period of five years, with four additional automatic renewal periods of five years. Monthly lease payments are due on the first day of each month, and increase annually by 3%. At termination, lessees must remove all equipment and restore the site to its original state. During the fiscal year, the District recognized $38,766 in lease revenue and $27,091 in interest revenue related to these agreements.

County of Orange Lease

The District leases a portion of its land located in Tustin, California to the County of Orange. The lease term extends until April 29, 2034. Annual lease payments are due May 17, and increase annually by 5%. During the fiscal year, the District recognized $189,723 in lease revenue and $114,824 in interest revenue related to these agreements.

Advantech Corporation Lease

The District entered into an agreement with Advantech Corporation to develop and operate an office and light manufacturing buildings at the District's Advanced Technology and Education Park. The lease term includes a two-year construction period and a primary lease term which extends until December 31, 2100. Lease payments are due in quarterly installments on or before the first day of each calendar quarter and increase annually by 2%. During the fiscal year, the District recognized $985,131 in lease revenue and $1,895,590 in interest revenue related to this agreement.

Note 7 - Capital Assets

Capital asset activity for the year ended June 30, 2024, was as follows:

	Balance, July 1, 2023	Additions	Deductions	Balance, June 30, 2024
Capital Assets Not Being Depreciated or Amortized				
Land	$ 51,809,660	$ -	$ -	$ 51,809,660
Artwork	37,100	-	-	37,100
Construction in progress	131,047,272	92,741,966	(115,911,309)	107,877,929
Total Capital Assets Not Being Depreciated or Amortized	182,894,032	92,741,966	(115,911,309)	159,724,689
Capital Assets Being Depreciated and Amortized				
Land improvements	142,943,587	13,524,931	-	156,468,518
Buildings and improvements	481,887,123	102,152,108	-	584,039,231
Furniture and equipment	82,876,869	4,416,318	(615,370)	86,677,817
Right-to-use leased buildings and improvements	1,102,728	-	-	1,102,728
Right-to-use leased equipment	876,015	-	(19,135)	856,880
Right-to-use subscription IT assets	2,364,773	3,062,425	(783,420)	4,643,778
Total Capital Assets Being Depreciated or Amortized	712,051,095	123,155,782	(1,417,925)	833,788,952
Less Accumulated Depreciation and Amortization				
Land improvements	(113,843,551)	(6,271,306)	-	(120,114,857)
Buildings and improvements	(145,644,493)	(15,086,101)	-	(160,730,594)
Furniture and equipment	(68,230,010)	(6,184,009)	612,051	(73,801,968)
Right-to-use leased buildings and improvements	(425,201)	(227,497)	-	(652,698)
Right-to-use leased equipment	(355,063)	(171,510)	19,135	(507,438)
Right-to-use subscription IT assets	(879,193)	(1,704,988)	783,420	(1,800,761)
Total Accumulated Depreciation and Amortization	(329,377,511)	(29,645,411)	1,414,606	(357,608,316)
Total Capital Assets, Net	$ 565,567,616	$ 186,252,337	$ (115,914,628)	$ 635,905,325

Note 8 - Long-Term Liabilities other than OPEB and Pensions

Summary

The changes in the District's long-term liabilities other than OPEB and pensions during the year ended June 30, 2024 consisted of the following:

	Balance, July 1, 2023	Additions	Deductions	Balance, June 30, 2024	Due in One Year
Compensated absences and load banking	$ 7,934,871	$ 1,293,724	$ (462,420)	$ 8,766,175	$ 576,397
Lease liability	1,244,805	-	(394,061)	850,744	408,327
Subscription-based IT arrangements	1,481,159	3,062,425	(1,493,788)	3,049,796	1,544,737
Claim liabilities	678,997	194,717	-	873,714	-
Total	$ 11,339,832	$ 4,550,866	$ (2,350,269)	$ 13,540,429	$ 2,529,461

Description of Long-Term Liabilities

The compensated absences and load banking liabilities will be paid by the fund for which the employee worked. Payments for the lease and subscription-based IT arrangements liabilities will be made by the fund for which the sites, equipment, and software were intended. The claim liabilities will be paid by the Internal Service Fund.

Lease Liability

The District has entered into agreements to lease various facilities and equipment. The District's liability for lease agreements is summarized below:

Leases	Balance, July 1, 2023	Additions	Deductions	Balance, June 30, 2024
Building lease	$ 714,867	$ -	$ (226,590)	$ 488,277
Equipment leases	529,938	-	(167,471)	362,467
Total	$ 1,244,805	$ -	$ (394,061)	$ 850,744

The District has entered into agreements to lease office space for 126 months, beginning December 2015. The lease terminates June 2026. Under the terms of the lease, the District makes monthly payments, which increase based on a set schedule in the lease agreement, which amounted to total principal and interest costs of $216,036 for the year ending June 30, 2024. At June 30, 2024, the District has recognized a right-to-use leased asset, net of accumulated amortization, of $395,407 and a lease liability of $432,073 related to this agreement. During the fiscal year, the District recorded $197,704 in amortization expense and $18,877 in interest expense for the leased office space. The District used a discount rate of 3% based on the estimated incremental borrowing rate for financing over a similar time period.

The District has entered into an agreement to lease modular buildings for 46 months. The lease terminates June 2026. Under the terms of the lease, the District makes monthly payments which amounted to total principal and interest costs of $32,000 for the year ending June 30, 2024. At June 30, 2024, the District has recognized a right-to-use leased asset, net of accumulated amortization, of $54,623 and a lease liability of $56,204 related to this agreement. During the fiscal year, the District recorded $29,793 in amortization expense and $2,569 in interest expense for the modular building. The District used a discount rate of 3% based on the estimated incremental borrowing rate for financing over a similar time period.

The District has entered into various agreements to lease copiers and equipment for periods of two to six years. Under the terms of the leases, the District makes payments ranging from $1,442 to $104,811 annually, which amounted to total principal and interest costs of $183,368 for the year ending June 30, 2024. At June 30, 2024, the District has recognized right-to-use leased assets, net of accumulated amortization, of $349,442 and a lease liability of $362,467 related to these agreements. During the fiscal year, the District recorded $171,510 in amortization expense and $15,897 in interest expense for the leased copiers and equipment. The District used a discount rate of 3% based on the estimated incremental borrowing rate for financing over a similar time period.

The District's liability on lease agreements with option to purchase is summarized below:

Fiscal Year	Principal	Interest	Total
2025	$ 408,327	$ 25,522	$ 433,849
2026	421,921	13,273	435,194
2027	19,096	616	19,712
2028	1,400	42	1,442
Total	$ 850,744	$ 39,453	$ 890,197

Claims Liability

The District is exposed to various risks of loss related to torts, damage to and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical claims. The District is self-insured for coverage up to a maximum of $50,000 for each general liability claim and $5,000 for each property damage claim. In 1995, the District became fully insured for workers' compensation benefits. The District participates in joint power authorities (JPAs) to provide excess insurance coverage above the self-insured retention level for workers' compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

As of June 30, 2024, present value of the claims liability was $873,714.

Subscriptions-Based IT Arrangements (SBITAs)

The District has entered into SBITAs for the use of various software. At June 30, 2024, the District has recognized a right-to-use subscriptions IT asset, net of accumulated amortization, of $2,843,017 and a SBITA liability of $3,049,796 related to these agreements. Under the terms of the SBITAs, the District makes payments ranging from $485 to $807,639 annually, which amounted to total principal and interest costs of $1,627,259 for the year ending June 30, 2024. During the fiscal year, the District recorded $1,704,988 in amortization expense and $133,471 in interest expense for the SBITAs. The District used a discount rate of 3% based on the estimated incremental borrowing rate for financing over a similar time period.

The remaining principal and interest payment requirements for the SBITA obligation debt as of June 30, 2024, are as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 1,544,737	$ 91,494	$ 1,636,231
2026	901,364	45,153	946,517
2027	265,002	18,110	283,112
2028	253,595	10,160	263,755
2029	85,098	2,553	87,651
Total	$ 3,049,796	$ 167,470	$ 3,217,266

Note 9 - Aggregate Net Other Postemployment Benefits (OPEB) Asset

For the year ended June 30, 2024, the District reported an aggregate net OPEB asset, deferred outflows of resources, deferred inflows of resources, and OPEB expense as follows:

OPEB Plan	Aggregate Net OPEB Asset	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
District Plan	$ (35,874,648)	$ 19,435,470	$ 39,837,064	$ (2,929,507)
Medicare Premium Payment (MPP) Program	595,249	-	-	(51,345)
Total	$ (35,279,399)	$ 19,435,470	$ 39,837,064	$ (2,980,852)

The details of each of the plans are as follows:

District Plan

Plan Administration

The District's governing board administers the Postemployment Benefits Plan (the Plan). The Plan is a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees and their dependents.

Management of the plan is vested in the District management. Management of the trustee assets is vested with the South Orange County Community College District Retirement Board of Authority, which consists of appointed Plan members.

Plan Membership

At June 30, 2024, the Plan membership consisted of the following:

Inactive employees or beneficiaries currently receiving benefits payments	380
Active employees	1,060
Total	1,440

Retiree Health Benefit OPEB Trust

The Retiree Health Benefit OPEB Trust (the Trust) is an irrevocable governmental trust pursuant to Section 115 of the IRC for the purpose of funding certain postemployment benefits other than pensions. The Trust is administered by the South Orange County Community College District Retirement Board of Authority as directed by the investment alternative choice selected by the District. The District retains the responsibility to oversee the management of the Trust, including the requirement that investments and assets held within the Trust continually adhere to the requirements of the California *Government Code* Section 53600.5 which specifies that the trustee's primary role is to preserve capital, to maintain investment liquidity, and to protect investment yield. As such, the District acts as the fiduciary of the Trust. The financial activity of the Trust has been discretely presented. Separate financial statements are not prepared for the Trust.

Benefits Provided

The Plan provides medical, dental, and vision insurance benefits to eligible retirees and their dependents. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District's governing board has the authority to establish and amend the benefit terms as contained within the negotiated labor agreements.

Contributions

The contribution requirements of Plan members and the District are established and may be amended by the District and employee bargaining units. Voluntary contributions are based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined feasible by District management and the District's governing board. For the measurement period ending June 30, 2024, the District contributed $21,379,693 to the Plan, of which $5,778,332 was used for current premiums and $15,601,361 was used to fund the OPEB Trust.

Investment Policy

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the governing board by a majority vote of its members. It is the policy of the District to pursue an investment strategy that reduces risks through the prudent diversification for the portfolio across a broad selection of distinct asset classes. The Plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocation over short time spans. The following was the governing board's adopted asset allocation policy as of June 30, 2024:

Asset Class	Target Allocation
Equities	40%
Aggregate bonds	55%
Real estate investment trusts	5%

Rate of Return

For the year ended June 30, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 11.37%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Net OPEB Asset of the District

The District's net OPEB asset of $35,874,648 was measured as of June 30, 2024, and the total OPEB liability used to calculate the net OPEB asset was determined by an actuarial valuation as of December 31, 2023. The components of the net OPEB asset of the District at June 30, 2024, were as follows:

Total OPEB liability	$ 132,698,281
Plan fiduciary net position	(168,572,929)
Net OPEB Asset	$ (35,874,648)
Plan fiduciary net position as a percentage of the total OPEB liability	127.03%

Actuarial Assumptions

The total OPEB liability in the June 30, 2024 actuarial valuation was determined using the following assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.40%
Salary increases	2.75%
Investment rate of return	6.00%
Healthcare cost trend rates	Pre-65: 7.75% for 2023, decreasing to 4.50% in 2033 Post-65: 6.50% for 2023, decreasing to 4.50% in 2031

The discount rate was based on the long-term expected return on plan assets assuming 100% funding through the Trust.

Mortality rates were based on the Society of Actuaries (SOA) Pub-2010 Teachers Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021 for certificated employees, the SOA Pub-2010 General Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021 for classified employees, and the SOA Pub-2010 Contingent Survivors Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021 for surviving spouses.

The actuarial assumptions used in the December 31, 2023 valuation were based on the results of an actual experience study as of that date.

The long-term expected rate of return on OPEB plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These expected future real rates of return are then combined to produce the long-term expected rate of return by weighting them based on the target asset allocation percentage and adding in expected inflation (2.40%). The best estimates of arithmetic real rates of return for each major asset class included in the OPEB Plan's target asset allocation as of June 30, 2024, are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Equities	8.00%
Aggregate bonds	3.70%
Real estate investment trusts	6.00%

Discount Rate

The discount rate used to measure the total OPEB asset was 6.00%. The projection of cash flows used to determine the discount rate assumed that the District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability (Asset)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Asset) (a) - (b)
Balance, June 30, 2023	$ 144,591,740	$ 137,947,908	$ 6,643,832
Service cost	8,241,856	-	8,241,856
Interest	8,914,060	-	8,914,060
Difference between expected and actual experience	-	-	-
Contributions - employer	-	21,379,693	(21,379,693)
Expected investment income	-	16,883,319	(16,883,319)
Differences between projected and actual earnings on OPEB plan investments	(24,246,478)	-	(24,246,478)
Changes of assumptions	2,396,760	-	2,396,760
Benefit payments	(7,199,657)	(7,199,657)	-
Administrative expense	-	(438,334)	438,334
Net Change in Total OPEB Liability	(11,893,459)	30,625,021	(42,518,480)
Balance, June 30, 2024	$ 132,698,281	$ 168,572,929	$ (35,874,648)

Changes of economic assumptions reflect a change in the healthcare cost trend rates from 7.75% decreasing to 4.50%, to 7.75% decreasing to 4.50% for pre-65 participants and 6.25% decreasing to 4.50% for post-65 participants since the previous valuation. There were no changes in benefit terms since the previous valuation.

Sensitivity of the Net OPEB Asset to Changes in the Discount Rate

The following presents the net OPEB asset of the District, as well as what the District's net OPEB asset would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Asset
1% decrease (5.00%)	$ (19,205,722)
Current discount rate (6.00%)	(35,874,648)
1% increase (7.00%)	(49,232,816)

Sensitivity of the Net OPEB Asset to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB asset of the District, as well as what the District's net OPEB asset would be if it were calculated using healthcare cost trend rates that are one percent lower or higher than the current healthcare costs trend rate:

Healthcare Cost Trend Rates	Net OPEB Asset
1% decrease (6.75% decreasing to 3.50%, 5.50% decreasing to 3.50%)	$ (51,852,431)
Current healthcare cost trend rates (7.75% decreasing to 4.50%, 6.50% decreasing to 4.50%)	(35,874,648)
1% increase (8.75% decreasing to 5.50%, 7.50% decreasing to 5.50%)	(15,445,461)

Deferred Outflows/Inflows of Resources Related to OPEB

At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB for the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 32,766,388
Changes of assumptions	19,435,470	211,786
Net difference between projected and actual earnings on OPEB plan investments	-	6,858,890
Total	$ 19,435,470	$ 39,837,064

The deferred outflows/(inflows) of resources related to the net difference between projected and actual earnings on OPEB plan investments will be amortized over a closed five-year period and will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2025	$ (1,143,802)
2026	3,079,915
2027	(4,641,221)
2028	(4,153,782)
Total	$ (6,858,890)

The deferred outflows/(inflows) of resources related to differences between expected and actual experience in the measurement of the total OPEB asset and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits as of the beginning of the measurement period. The EARSL for the measurement period is 7 years and will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Inflows of Resources
2025	$ (2,256,499)
2026	(2,256,498)
2027	(545,625)
2028	(734,651)
2029	(2,287,003)
Thereafter	(5,462,428)
Total	$ (13,542,704)

Medicare Premium Payment (MPP) Program

Plan Description

The Medicare Premium Payment (MPP) Program is administered by the California State Teachers' Retirement System (CalSTRS). The MPP Program is a cost-sharing multiple-employer other postemployment benefit plan (OPEB) established pursuant to Chapter 1032, Statutes 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefits Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022 annual actuarial valuation report, Medicare Premium Payment Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the State Teachers Retirement Plan (STRP) Defined Benefit (DB) Program who were retired or began receiving a disability allowance prior to July 1, 2012 and were not eligible for premium free Medicare Part A. The payments are made directly to the Centers for Medicare and Medicaid Services (CMS) on a monthly basis.

The MPP Program is closed to new entrants as members who retire after July 1, 2012 are not eligible for coverage under the MPP Program.

The MPP Program is funded on a pay-as-you go basis from a portion of monthly District contributions. In accordance with California *Education Code* Section 25930, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

Net OPEB Liability and OPEB Expense

At June 30, 2024, the District reported a liability of $595,249 for its proportionate share of the net OPEB liability for the MPP Program. The net OPEB liability was measured as of June 30, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2022. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB Plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportionate share for the measurement periods of June 30, 2023 and June 30, 2022, was 0.1962% and 0.1963%, respectively, resulting in a net decrease in the proportionate share of 0.0001%.

For the year ended June 30, 2024, the District recognized OPEB expense of $(51,345).

Actuarial Methods and Assumptions

The June 30, 2023 total OPEB liability was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2022, and rolling forward the total OPEB liability to June 30, 2023, using the assumptions listed in the following table:

Measurement Date	June 30, 2023
Valuation Date	June 30, 2022
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	3.65%
Medicare Part A Premium Cost Trend Rate	4.50%
Medicare Part B Premium Cost Trend Rate	5.40%

For the valuation as of June 30, 2022, CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

Assumptions were made about future participation (enrollment) into the MPP Program because CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' age increases. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility and are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 179 or an average of 0.13% of the potentially eligible population (138,780).

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2023, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the State Treasurer.

Discount Rate

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2023, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2023, was 3.65%, which is an increase of 0.11% from 3.54% as of June 30, 2022.

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (2.65%)	$ 646,913
Current discount rate (3.65%)	595,249
1% increase (4.65%)	550,326

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District's proportionate share of the net OPEB liability calculated using the current Medicare costs trend rates, as well as what the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percent lower or higher than the current rate:

Medicare Costs Trend Rates	Net OPEB Liability
1% decrease (3.50% Part A and 4.40% Part B)	$ 547,688
Current Medicare costs trend rates (4.50% Part A and 5.40% Part B)	595,249
1% increase (5.50% Part A and 6.40% Part B)	648,943

Note 10 - Risk Management

Property, Liability, Workers' Compensation, and Health/Dental Plan Insurance Coverages

The District participates in several joint powers authorities (JPA) entities: the Statewide Association of Community Colleges (SWACC), the Schools Association for Excess Risk (SAFER), the Protected Insurance Programs for Schools (PIPS), the Self Insured Schools of California (SISC), and the Alameda County School Insurance Group (ACSIG). The relationships between the District and the JPAs are such that none of the JPAs are a component unit of the District for financial reporting purposes.

SWACC provides liability and property insurance up to $1,000,000 and $250,000, respectively, for its member colleges. SWACC's membership consists of two JPA members (which represent 19 districts) and 39 individual member districts for a total of 58 community college districts. A full Board of Directors comprised of one representative from each member governs SWACC. Each Board Member is allocated a number of votes determined by a weighted system that is based on the lottery full time equivalent students (FTES) of each member. The Board elects from its members a President, Vice President, Secretary, and Treasurer. Each member shares surpluses and deficits proportionately to its participation in SWACC.

SAFER provides excess liability and property insurance from $1,000,000-$50,000,000 and $250,000-$500,000,000, respectively. The Board elects from its members a President, Vice President, Secretary, Treasurer, five representatives, and nine alternates. The Board controls the operations of SAFER, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the Board. Each member pays an annual contribution based upon that calculated by SAFER's Board of Directors and shares surpluses and deficits proportionately to its participation in SAFER.

PIPS provides workers' compensation reinsurance protection to its membership for public schools and community colleges throughout California. This is a finite risk sharing pool that transfers risk away from the members. Premiums are determined based on payroll expense.

SISC is a JPA administered by the Kern County Superintendent of Schools Office. SISC's focus is on pooling resources to provide schools with a more stable long-term health insurance solution rather than purchasing from commercial carriers. The District has been a member since August 2003.

The District's dental and vision coverage is administered through ACSIG, which the District joined in July 2003. The program offers both a fixed rate as well as a self-funded option for individual school districts or school JPAs throughout California. There are presently over 300 school districts covering 70,000 employees participating in the program. The large size of the group allows ACSIG to enjoy a very low administration rate with Delta Dental which results in reduced costs for all members.

Note 11 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2024, the District reported its proportionate share of net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

Pension Plan	Aggregate Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	$ 101,008,196	$ 34,336,469	$ 11,866,228	$ 13,953,094
CalPERS	132,521,360	44,727,111	7,168,532	19,975,969
Total	$ 233,529,556	$ 79,063,580	$ 19,034,760	$ 33,929,063

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers' Retirement Plan (STRP) administered by CalSTRS. STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability, and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and non-employer contributing entity to the STRP.

The STRP Defined Benefit Program provisions and benefits in effect at June 30, 2024, are summarized as follows:

Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required State contribution rate	10.828%	10.828%

Contributions

Required member, District, and State of California contribution rates are set by the California Legislature and Governor and are detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with California Assembly Bill 1469, employer contributions into CalSTRS have increased to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above, and the District's total contributions were $19,353,909.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2024, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

Total net pension liability, including State share:

District's proportionate share of net pension liability	$ 101,008,196
State's proportionate share of net pension liability associated with the District	48,395,867
Total	$ 149,404,063

The net pension liability was measured as of June 30, 2023. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating college districts and the State, actuarially determined. The District's proportionate share for the measurement periods of June 30, 2023 and June 30, 2022, was 0.1326% and 0.1308%, respectively, resulting in a net increase in the proportionate share of 0.0018%

For the year ended June 30, 2024, the District recognized pension expense of $13,953,094. In addition, the District recognized pension expense and revenue of $6,583,175 for support provided by the State. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 19,353,909	$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	6,027,750	6,461,777
Differences between projected and actual earnings on pension plan investments	432,356	-
Differences between expected and actual experience in the measurement of the total pension liability	7,937,580	5,404,451
Changes of assumptions	584,874	-
Total	$ 34,336,469	$ 11,866,228

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2025	$ (3,177,795)
2026	(4,980,162)
2027	8,184,151
2028	406,162
Total	$ 432,356

The deferred outflows/(inflows) of resources related to the change in proportion and difference between contributions made and District's proportionate share of contributions, differences between expected and actual experience in the measurement of the total pension liability, and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is seven years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2025	$ 200,967
2026	222,188
2027	571,652
2028	(101,259)
2029	90,551
Thereafter	1,699,877
Total	$ 2,683,976

Actuarial Methods and Assumptions

Total pension liability for STRP was determined by applying updated procedures to the financial reporting actuarial valuation as of June 30, 2022, and rolling forward the total pension liability to June 30, 2023. The financial reporting actuarial valuation as of June 30, 2022, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2022
Measurement date	June 30, 2023
Experience study	July 1, 2015 through June 30, 2018
Actuarial cost method	Entry age normal
Discount rate	7.10%
Investment rate of return	7.10%
Consumer price inflation	2.75%
Wage growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance-PCA) as an input to the process. The actuarial investment rate of return assumption was adopted by the CalSTRS board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically-linked real rates of return and the assumed asset allocation for each major asset class for the year ended June 30, 2023, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Public equity	38%	5.25%
Real estate	15%	4.05%
Private equity	14%	6.75%
Fixed income	14%	2.45%
Risk mitigating strategies	10%	2.25%
Inflation sensitive	7%	3.65%
Cash/liquidity	2%	0.05%

Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assuming that contributions, benefit payments, and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	$ 169,433,188
Current discount rate (7.10%)	101,008,196
1% increase (8.10%)	44,173,264

California Public Employees' Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under CalPERS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, and Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or age 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS School Employee Pool provisions and benefits in effect at June 30, 2024, are summarized as follows:

Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	8.00%
Required employer contribution rate	26.68%	26.68%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2024, are presented above, and the total District contributions were $19,024,979.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2024, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling $132,521,360. The net pension liability was measured as of June 30, 2023. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating college districts, actuarially determined. The District's proportionate share for the measurement periods of June 30, 2023 and June 30, 2022, was 0.3661% and 0.3809%, respectively, resulting in a net decrease in the proportionate share of 0.0148%.

For the year ended June 30, 2024, the District recognized pension expense of $19,975,969. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 19,024,979	$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	605,669	5,133,199
Differences between projected and actual earnings on pension plan investments	14,155,177	-
Differences between expected and actual experience in the measurement of the total pension liability	4,836,080	2,035,333
Changes of assumptions	6,105,206	-
Total	$ 44,727,111	$ 7,168,532

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period, and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources
2025	$ 2,640,492
2026	1,564,294
2027	9,509,868
2028	440,523
Total	$ 14,155,177

The deferred outflows/(inflows) of resources related to the change in proportion and difference between contributions made and District's proportionate share of contributions and differences between expected and actual experience in the measurement of the total pension liability, changes of assumptions, and will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 3.8 years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows of Resources
2025	$ 2,254,368
2026	1,646,668
2027	477,387
Total	$ 4,378,423

Actuarial Methods and Assumptions

Total pension liability for the SEP was determined by applying updated procedures to the financial reporting actuarial valuation as of June 30, 2022, and rolling forward the total pension liability to June 30, 2023. The financial reporting actuarial valuation as of June 30, 2022, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2022
Measurement date	June 30, 2023
Experience study	July 1, 1997 through June 30, 2015
Actuarial cost method	Entry age normal
Discount rate	6.90%
Investment rate of return	6.90%
Consumer price inflation	2.30%
Wage growth	Varies by entry age and service

The mortality table used was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global equity - cap-weighted	30%	4.54%
Global equity - non-cap-weighted	12%	3.84%
Private equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed securities	5%	0.50%
Investment grade corporates	10%	1.56%
High yield	5%	2.27%
Emerging market debt	5%	2.48%
Private debt	5%	3.57%
Real assets	15%	3.21%
Leverage	-5%	-0.59%

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the School Employer Pool fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on the School Employer Pool investments was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (5.90%)	$ 191,591,632
Current discount rate (6.90%)	132,521,360
1% increase (7.90%)	83,701,125

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of $7,740,993 (10.828% of annual payroll). Contributions are no longer appropriated in the annual Budget Act for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 12 - Commitments and Contingencies

Grants

The District receives financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the District. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2024.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2024.

Construction Commitments

As of June 30, 2024, the District had approximately $94.7 million in commitments with respect to unfinished capital projects. The projects are funded through a combination of capital project apportionments from the California Community College Chancellor’s Office and local funds.

Note 13 - Change within the Reporting Entity

For the year ended June 30, 2024, there was a change within the financial reporting entity for the inclusion of the ATEP Facilities Corporation as a blended component unit. This change did not result in any adjustments or restatements to beginning net position as of July 1, 2023.

Note 14 - Subsequent Event

The District entered into an agreement with PJRJPA Venture LLC to operate an office building at the District's Advanced Technology and Education Park. The lease agreement will commence in July 2025, with a term of 75 years. Lease payments will be due in annual installments and are subject to an annual increase of 10%.

Required Supplementary Information
June 30, 2024

South Orange County Community College District

South Orange County Community College District

Schedule of Changes in the District's Net OPEB Liability/(Asset) and Related Ratios

Year Ended June 30, 2024

	As of June 30, 2024	As of June 30, 2023	As of June 30, 2022	As of June 30, 2021	As of June 30, 2020
Total OPEB Liability					
Service cost	$ 8,241,856	$ 8,566,850	$ 4,203,077	$ 4,938,531	$ 4,896,186
Interest	8,914,060	8,170,261	7,066,753	6,627,680	6,979,195
Changes of benefit terms	-	-	-	-	-
Difference between expected and actual experience	(24,246,478)	(7,344,652)	(1,727,498)	(4,917,341)	(11,234,876)
Changes of assumptions	2,396,760	10,454,124	12,593,987	6,240,521	(741,256)
Benefit payments	(7,199,657)	(8,013,813)	(4,864,470)	(5,766,110)	(5,918,264)
Net Change in Total OPEB Liability	(11,893,459)	11,832,770	17,271,849	7,123,281	(6,019,015)
Total OPEB Liability - Beginning	144,591,740	132,758,970	115,487,121	108,363,840	114,382,855
Total OPEB Liability - Ending (a)	$ 132,698,281	$ 144,591,740	$ 132,758,970	$ 115,487,121	$ 108,363,840
Plan Fiduciary Net Position					
Contributions - employer	$ 21,379,693	$ 6,855,864	$ 5,781,644	$ 5,766,110	$ 6,402,999
Expected investment income	16,883,319	7,736,471	9,483,784	28,870,160	5,550,697
Differences between projected and actual earnings on OPEB plan investments	-	1,956,303	(38,105,245)	-	-
Benefit payments	(7,199,657)	(8,013,813)	(4,864,470)	(5,766,110)	(5,918,264)
Administrative expense	(438,334)	(438,767)	(506,935)	-	-
Net Change in Plan Fiduciary Net Position	30,625,021	8,096,058	(28,211,222)	28,870,160	6,035,432
Plan Fiduciary Net Position - Beginning	137,947,908	129,851,850	158,063,072	129,192,912	123,157,480
Plan Fiduciary Net Position - Ending (b)	$ 168,572,929	$ 137,947,908	$ 129,851,850	$ 158,063,072	$ 129,192,912
Net OPEB Liability (Asset) - Ending (a) - (b)	$ (35,874,648)	$ 6,643,832	$ 2,907,120	$ (42,575,951)	$ (20,829,072)
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	127.03%	95.41%	97.81%	136.87%	119.22%
Covered Employee Payroll	$ 129,754,478	$ 115,308,639	$ 106,650,039	$ 104,826,960	$ 102,437,795
Net OPEB Liability (Asset) as a Percentage of Covered Employee Payroll	-27.65%	5.76%	2.73%	-40.62%	-20.33%
Measurement Date	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020

Note: In the future, as data becomes available, ten years of information will be presented.

See Note to Required Supplementary Information

South Orange County Community College District

Schedule of Changes in the District's Net OPEB Liability/(Asset) and Related Ratios

Year Ended June 30, 2024

	As of June 30, 2019	As of December 2017	As of June 30, 2017
Total OPEB Liability			
Service cost	$ 4,753,578	$ 4,353,892	$ 4,353,903
Interest	6,901,495	6,387,047	6,099,713
Changes of benefit terms	37,345	-	-
Difference between expected and actual experience	(748,283)	-	-
Changes of assumptions	(3,986,221)	-	-
Benefit payments	(5,692,789)	(5,257,031)	(4,239,872)
Net Change in Total OPEB Liability	1,265,125	5,483,908	6,213,744
Total OPEB Liability - Beginning	113,117,730	104,725,415	99,594,587
Total OPEB Liability - Ending (a)	$ 114,382,855	$ 110,209,323	$ 105,808,331
Plan Fiduciary Net Position			
Contributions - employer	$ 6,745,882	$ 12,133,909	$ 11,116,750
Expected investment income	5,625,978	13,243,922	10,662,951
Differences between projected and actual earnings on OPEB plan investments	-	-	-
Benefit payments	(5,692,789)	(5,257,031)	(4,239,872)
Administrative expense	-	-	(327,398)
Net Change in Plan Fiduciary Net Position	6,679,071	20,120,800	17,212,431
Plan Fiduciary Net Position - Beginning	116,478,409	96,106,489	92,851,453
Plan Fiduciary Net Position - Ending (b)	$ 123,157,480	$ 116,227,289	$ 110,063,884
Net OPEB Liability (Asset) - Ending (a) - (b)	$ (8,774,625)	$ (6,017,966)	$ (4,255,553)
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	107.67%	105.46%	104.02%
Covered Employee Payroll	$ 94,182,000	$ 91,216,000	$ 89,360,000
Net OPEB Liability (Asset) as a Percentage of Covered Employee Payroll	-9.32%	-6.60%	-4.76%
Measurement Date	June 30, 2019	December 2017	June 30, 2017

Note: In the future, as data becomes available, ten years of information will be presented.

See Note to Required Supplementary Information

South Orange County Community College District

Schedule of District Contributions for OPEB

Year Ended June 30, 2024

	2024	2023	2022	2021	2020
Actuarially determined contribution	$ 6,757,068	$ 9,070,151	$ 2,284,955	$ 591,557	$ 5,126,650
Contribution in relation to the actuarially determined contribution	21,379,693	6,855,864	5,781,644	5,766,110	6,402,999
Contribution deficiency (excess)	$ (14,622,625)	$ 2,214,287	$ (3,496,689)	$ (5,174,553)	$ (1,276,349)
Covered payroll	$ 129,754,478	$ 115,308,639	$ 106,650,039	$ 104,826,960	$ 102,437,795
Contributions as a percentage of covered payroll	16.48%	5.95%	5.42%	5.50%	6.25%

	2019	2018	2017
Actuarially determined contribution	$ 4,979,864	$ 4,594,742	$ 4,594,742
Contribution in relation to the actuarially determined contribution	6,745,882	12,133,909	6,390,000
Contribution deficiency (excess)	$ (1,766,018)	$ (7,539,167)	$ (1,795,258)
Covered payroll	$ 94,182,000	$ 91,216,000	$ 89,360,000
Contributions as a percentage of covered payroll	7.16%	13.30%	7.15%

Note: In the future, as data becomes available, ten years of information will be presented.

South Orange County Community College District

Schedule of OPEB Investment Returns

Year Ended June 30, 2024

	2024	2023	2022	2021	2020
Annual money-weighted rate of return, net of investment expense	11.37%	6.71%	-18.29%	22.24%	4.49%

	2019	2018	2017
Annual money-weighted rate of return, net of investment expense	4.46%	5.83%	10.62%

Note: In the future, as data becomes available, ten years of information will be presented.

South Orange County Community College District

Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program

Year Ended June 30, 2024

	2024	2023	2022	2021	2020
Year ended June 30,					
Proportion of the net OPEB liability	0.1962%	0.1963%	0.2124%	0.2070%	0.0440%
Proportionate share of the net OPEB liability	$ 595,249	$ 646,594	$ 847,358	$ 770,861	$ 778,310
Covered payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Proportionate share of the net OPEB liability as a percentage of it's covered payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Plan fiduciary net position as a percentage of the total OPEB liability	-0.96%	-0.94%	-0.80%	-0.71%	-0.81%
Measurement Date	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019

[1] As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

Note: In the future, as data becomes available, ten years of information will be presented.

South Orange County Community College District

Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program

Year Ended June 30, 2024

	2019	2018
Year ended June 30,		
Proportion of the net OPEB liability	0.0440%	0.0440%
Proportionate share of the net OPEB liability	$ 156,973	$ 185,111
Covered payroll	N/A[1]	N/A[1]
Proportionate share of the net OPEB liability as a percentage of it's covered payroll	N/A[1]	N/A[1]
Plan fiduciary net position as a percentage of the total OPEB liability	-0.40%	0.01%
Measurement Date	June 30, 2018	June 30, 2017

[1] As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

Note: In the future, as data becomes available, ten years of information will be presented.

South Orange County Community College District

Schedule of the District's Proportionate Share of the Net Pension Liability

Year Ended June 30, 2024

	2024	2023	2022	2021	2020
CalSTRS					
Proportion of the net pension liability	0.1326%	0.1308%	0.1413%	0.1360%	0.1350%
Proportionate share of the net pension liability	$ 101,008,196	$ 90,880,167	$ 64,316,703	$ 131,796,240	$ 121,926,600
State's proportionate share of the net pension liability associated with the District	48,395,867	45,512,432	32,361,670	67,940,427	66,519,637
Total	$ 149,404,063	$ 136,392,599	$ 96,678,373	$ 199,736,667	$ 188,446,237
Covered payroll	$ 86,386,586	$ 81,866,755	$ 80,227,000	$ 77,321,000	$ 75,683,000
Proportionate share of the net pension liability as a percentage of its covered payroll	116.93%	111.01%	80.17%	170.45%	161.10%
Plan fiduciary net position as a percentage of the total pension liability	81%	81%	87%	72%	73%
Measurement Date	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019
CalPERS					
Proportion of the net pension liability	0.3661%	0.3809%	0.3939%	0.3864%	0.3724%
Proportionate share of the net pension liability	$ 132,521,360	$ 131,079,561	$ 80,102,948	$ 118,559,406	$ 108,533,192
Covered payroll	$ 63,344,994	$ 56,318,586	$ 56,531,000	$ 55,323,000	$ 51,296,000
Proportionate share of the net pension liability as a percentage of its covered payroll	209.21%	232.75%	141.70%	214.30%	211.58%
Plan fiduciary net position as a percentage of the total pension liability	70%	70%	81%	70%	70%
Measurement Date	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019

South Orange County Community College District

Schedule of the District's Proportionate Share of the Net Pension Liability

Year Ended June 30, 2024

	2019	2018	2017	2016	2015
CalSTRS					
Proportion of the net pension liability	0.1220%	0.1290%	0.1300%	0.1290%	0.1220%
Proportionate share of the net pension liability	$ 112,126,540	$ 119,299,200	$ 105,145,300	$ 86,772,244	$ 71,293,140
State's proportionate share of the net pension liability associated with the District	64,198,003	70,576,974	59,866,156	45,892,828	43,375,206
Total	$ 176,324,543	$ 189,876,174	$ 165,011,456	$ 132,665,072	$ 114,668,346
Covered payroll	$ 73,766,000	$ 75,351,000	$ 66,927,000	$ 59,388,000	$ 63,923,000
Proportionate share of the net pension liability as a percentage of its covered payroll	152.00%	158.32%	157.10%	146.11%	111.53%
Plan fiduciary net position as a percentage of the total pension liability	71%	69%	70%	74%	77%
Measurement Date	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
CalPERS					
Proportion of the net pension liability	0.3772%	0.3947%	0.3831%	0.3770%	0.3780%
Proportionate share of the net pension liability	$ 100,573,395	$ 94,225,307	$ 75,662,487	$ 55,573,249	$ 42,912,204
Covered payroll	$ 49,764,000	$ 50,140,000	$ 45,786,000	$ 41,766,000	$ 42,707,000
Proportionate share of the net pension liability as a percentage of its covered payroll	202.10%	187.92%	165.25%	133.06%	100.48%
Plan fiduciary net position as a percentage of the total pension liability	71%	72%	74%	79%	83%
Measurement Date	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014

South Orange County Community College District

Schedule of the District Contributions for Pensions

Year Ended June 30, 2024

	2024	2023	2022	2021	2020
CalSTRS					
Contractually required contribution	$ 19,353,909	$ 16,499,838	$ 13,851,855	$ 12,950,027	$ 13,221,886
Contributions in relation to the contractually required contribution	(19,353,909)	(16,499,838)	(13,851,855)	(12,950,027)	(13,221,886)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 101,329,366	$ 86,386,586	$ 81,866,755	$ 80,227,000	$ 77,321,000
Contributions as a percentage of covered payroll	19.10%	19.10%	16.92%	16.15%	17.10%
CalPERS					
Contractually required contribution	$ 19,024,979	$ 16,070,625	$ 12,902,588	$ 11,652,983	$ 10,910,312
Contributions in relation to the contractually required contribution	(19,024,979)	(16,070,625)	(12,902,588)	(11,652,983)	(10,910,312)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 71,308,017	$ 63,344,994	$ 56,318,586	$ 56,531,000	$ 55,323,000
Contributions as a percentage of covered payroll	26.68%	25.37%	22.91%	20.70%	19.72%

South Orange County Community College District

Schedule of the District Contributions for Pensions

Year Ended June 30, 2024

	2019	2018	2017	2016	2015
CalSTRS					
Contractually required contribution	$ 12,321,240	$ 10,603,030	$ 9,479,208	$ 7,181,247	$ 8,300,583
Contributions in relation to the contractually required contribution	(12,321,240)	(10,603,030)	(9,479,208)	(7,181,247)	(8,300,583)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 75,683,000	$ 73,766,000	$ 75,351,000	$ 66,927,000	$ 59,388,000
Contributions as a percentage of covered payroll	16.28%	14.37%	12.58%	10.73%	13.98%
CalPERS					
Contractually required contribution	$ 9,265,030	$ 7,728,887	$ 6,963,468	$ 5,424,269	$ 4,916,269
Contributions in relation to the contractually required contribution	(9,265,030)	(7,728,887)	(6,963,468)	(5,424,269)	(4,916,269)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 51,296,000	$ 49,764,000	$ 50,140,000	$ 45,786,000	$ 41,766,000
Contributions as a percentage of covered payroll	18.06%	15.53%	13.89%	11.85%	11.77%

Note 1 - Purpose of Schedules

Schedule of Changes in the District's Net OPEB Liability/(Asset) and Related Ratios

This schedule presents information on the District's changes in the net OPEB liability/(asset), including beginning and ending balances, the Plan's fiduciary net position, and the net OPEB liability/(asset). In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* **-** There were no changes in the benefit terms since the previous valuation.
- *Changes of Assumptions* **-** The healthcare cost trend rates reflect a change from 7.75% decreasing to 4.50%, to 7.75% decreasing to 4.50% for pre-65 participants and 6.25% decreasing to 4.50% for post-65 participants since the previous valuation.

Schedule of District Contributions for OPEB

This schedule presents information on the District's actuarially determined contribution, contributions in relation to the actuarially determined contribution, and any excess or deficiency related to the actuarially determined contribution. In the future, as data becomes available, ten years of information will be presented.

Schedule of OPEB Investment Returns

This schedule presents information on the annual money-weighted rate of return on OPEB plan investments. In future years, as data becomes available, ten years of information will be presented.

Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program

This schedule presents information on the District's proportionate share of the net OPEB Liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in the benefit terms since the previous valuation.
- *Changes of Assumptions* – The plan rate of investment return assumption was changed from 3.54% to 3.65% since the previous valuation.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the Plans' fiduciary net positions and, when applicable, the State's proportionate share of the NPL associated with the District.

- *Changes in Benefit Terms* – There were no changes in benefit terms for the CalSTRS or CalPERS plans since the previous valuations.
- *Changes of Assumptions* – There were no changes in economic assumptions for the CalSTRS or CalPERS plans since the previous valuations.

Schedule of District Contributions for Pensions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution.

Supplementary Information
June 30, 2024

South Orange County Community College District

South Orange County Community College District

District Organization
June 30, 2024

The South Orange County Community College District was established in 1967 and serves approximately 382 square miles within Orange County. The District currently operates two community colleges, Saddleback College and Irvine Valley College. The Advanced Technology & Education Park (ATEP), opened in 2007 and offers courses from Irvine Valley College with a focus on career technical skills. The District's colleges are accredited by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, which is one of six regional associations that accredit public and private schools, colleges, and universities in the United States. There were no changes in the boundaries of the District during the current year.

Board of Trustees as of June 30, 2024

Member	Office	Term Expires
Mr. Timothy Jemal	President	2024
Dr. Terri Rydell	Vice President	2026
Ms. Carolyn Inmon	Clerk	2024
Mr. Ryan Dack	Member	2024
Dr. Barbara J. Jay*	Member	2024
Ms. Marcia Milchiker	Member	2026
Mr. T.J. Prendergast, III	Member	2026
Ms. Sharla Clemente	Student Trustee	2025

Administration as of June 30, 2024

Dr. Julianna Barnes	Chancellor
Dr. John Hernandez	President, Irvine Valley College
Dr. Elliot Stern	President, Saddleback College
Ms. Ann-Marie Gabel, CPA	Vice Chancellor, Business Services
Dr. Christopher S. McDonald	Vice Chancellor, Educational and Technology Services
Dr. Cindy Vyskocil	Vice Chancellor, Human Resources

Auxiliary Organizations in Good Standing

Auxiliary Name	Director's Name	Establishment and Master Agreement
Saddleback College Foundation	Elizabeth McCann	Organized as an auxiliary organization in 2003 and has a signed master agreement dated October 22, 2020.
Irvine Valley College Foundation	Elissa Oransky	Organized as an auxiliary organization in 2003 and has a signed master agreement dated June 25, 2020.
Foundation for South Orange County Community College District	Ann-Marie Gabel	Organized as an auxiliary organization in 2005 and has a signed master agreement dated October 19, 2020.
ATEP Facilities Corporation	Ann-Marie Gabel	Organized as an auxiliary organization in 2018 and has a signed master agreement dated April 24, 2023.

*Effective August 31, 2024, Dr. Barbara J. Jay resigned leaving this seat vacant until after the regularly scheduled election in November 2024.

South Orange County Community College District

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures	Amounts Passed through to Subrecipients
U.S. Department of Education				
Student Financial Assistance Cluster				
Federal Pell Grant Program	84.063		$ 28,865,397	$ -
Federal Pell Grant Program Administrative Allowance	84.063		34,989	-
Federal Direct Student Loans	84.268		2,838,539	-
Federal Supplemental Educational Opportunity Grants (FSEOG)	84.007		559,955	-
Federal Work-Study Program	84.033		540,212	-
Subtotal Student Financial Assistance Cluster			32,839,092	-
Childcare Access Means Parents in School	84.335A		105,569	-
Saving Veterans with Interventions Pilot Program (SVIPP)	84.116Z		264,947	-
Access and Persistence through Basic Needs Support Pilot Program	84.116Z		66,733	-
Subtotal			331,680	
Developing Hispanic Serving Institutions - Ensuring Equity in Access and Achievement	84.031S		818,669	-
Equitable Learning Experience Valuing Achievement Transfer Empowering Asian American Pacific Islander	84.031L		333,657	-
Passed through California State University Fullerton Auxiliary Services Corporation				
Project RAISER (Regional Alliance in STEM Education Refined)	84.031C	P031C210118	26,242	-
Subtotal			1,178,568	-
Passed through California Department of Education				
Adult Education and Family Literacy Act	84.002A	4508/13978/1410	366,533	-
Passed through University of California, Davis				
Online Instructor Professional Development and Student Outcomes in Community Colleges	84.305A	R305A210455	6,857	-
Passed through California Community Colleges Chancellor's Office				
Career and Technical Education Act (CTEA), Title I, Part C	84.048A	23-C01-890	1,171,311	-
Total U.S. Department of Education			35,999,610	-
U.S. Department of the Treasury				
Passed through California Community Colleges Chancellor's Office				
COVID-19: Coronavirus State and Local Fiscal Recovery Funds	21.027	[1]	18,624	-

[1] Pass-Through Entity Identifying Number not available.

South Orange County Community College District

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures	Amounts Passed through to Subrecipients
National Science Foundation (NSF)				
Research and Development Cluster				
NSF includes Alliance: STEM Core Expansion	47.076		$ 1,746,144	$ 1,222,291
NSF Cultivating Talent for Success in STEM	47.076		269,754	-
Passed through University of California (UC), Irvine				
UC Irvine Pathways to Engineering Collaborative	47.076	DUE-1742627	129,166	-
Improving Transition of Community College Students into University STEM Programs through Cross-Enrollment	47.076	DUE-1928554	48,347	-
Subtotal Research and Development Cluster			2,193,411	1,222,291
U.S. Department of Veterans Affairs				
Veterans Affairs - Educational Assistance	64.117	[1]	12,365	-
U.S. Department of Health and Human Services				
Passed through California Community Colleges Chancellor's Office				
Temporary Assistance for Needy Families (TANF)	93.558	[1]	103,517	-
Title IV - Foster Care and Kinship Care Education	93.658	[1]	175,715	-
Total U.S. Department of Health and Human Services			279,232	-
Total Federal Financial Assistance			$ 38,503,242	$ 1,222,291

[1] Pass-Through Entity Identifying Number not available.

South Orange County Community College District

Schedule of Expenditures of State Awards

Year Ended June 30, 2024

Program	Program Revenues					Program Expenditures
	Cash Received	Accounts Receivable	Accounts Payable	Unearned Revenue	Total Revenue	
State Categorical Aid Programs						
Adult Education Block Grant	$ 4,299,329	$ -	$ -	$ 130,466	$ 4,168,863	$ 4,168,863
Asian American, Native Hawaiian and Pacific Islander	560,594	-	-	526,852	33,742	33,742
Board Financial Assistance Program - SFA Administration	1,125,525	-	-	-	1,125,525	1,125,525
California College Promise	6,675,906	-	-	3,180,930	3,494,976	3,494,976
CalWORKs	751,383	-	-	146,909	604,474	604,474
Campus Safety and Sexual Assault	276	-	-	-	276	276
CCAP Instructional Materials	64,798	-	-	15,805	48,993	48,993
Classified Professional Development	88,456	-	-	88,456	-	-
Cooperative Agencies Resources for Education (CARE)	381,394	-	-	133,795	247,599	247,599
COVID-19 Response Block Grant	17,033,590	-	-	15,057,436	1,976,154	1,976,154
Culturally Competent Faculty PD	41,698	-	-	-	41,698	41,698
Disabled Student Program and Services (DSPS)	6,213,283	-	-	1,603,650	4,609,633	4,609,633
Disaster Relief Emergency Student FA	120,308	-	-	120,308	-	-
Dreamer Resource Liaisons	569,798	-	-	364,382	205,416	205,416
Emergency Financial Assistance Supplemental	284,973	-	-	-	284,973	284,973
Employment Training Panel	46,677	-	-	46,677	-	-
English Language Learner Healthcare Pathways	655,388	-	-	177,676	477,712	477,712
Equal Employment Opportunity	322,942	-	-	302,656	20,286	20,286
Equal Employment Opportunity Best Practices	157,333	-	-	157,333	-	-
Equal Employment Opportunity Best Practices - One-Time Payment	150,000	-	-	53,478	96,522	96,522
Equitable Placement and Completion Grant Program	1,119,973	-	-	993,481	126,492	126,492
Extended Opportunities Program and Services (EOPS)	3,357,165	-	-	654,335	2,702,830	2,702,830
Financial Aid Technology	142,273	-	-	20,533	121,740	121,740
Food and Housing Insecurity	1,737,310	-	-	1,242,614	494,696	494,696
Foster and Kinship Care Education (FKCE)	382,901	-	-	2,767	380,134	380,134
Guided Pathways	375,888	-	-	84,794	291,094	291,094
Hunger Free Campus	2,749	-	-	-	2,749	2,749
Integrated Basic Needs Center	1,758,363	-	-	1,232,474	525,889	525,889
Learning Aligned Employment Program	3,728,663	-	3,681,018	-	47,645	47,645
LGBTQ+	442,050	-	-	404,974	37,076	37,076
Local and Systemwide Technology and Data Security	175,000	-	-	175,000	-	-
Mental Health Support	1,431,428	-	-	554,016	877,412	877,412
NEXTUP	3,077,125	-	-	2,364,246	712,879	712,879

See Note to Supplementary Information

South Orange County Community College District

Schedule of Expenditures of State Awards

Year Ended June 30, 2024

Program	Program Revenues					Program Expenditures
	Cash Received	Accounts Receivable	Accounts Payable	Unearned Revenue	Total Revenue	
Nursing Education	$ 224,259	$ -	$ -	$ 7,177	$ 217,082	$ 217,082
Physical Plant and Instructional Equipment	13,595,796	-	-	9,756,438	3,839,358	3,839,358
Strong Workforce - Local	7,177,832	-	-	3,663,797	3,514,035	3,514,035
Student Equity and Achievement	18,441,629	-	-	7,078,422	11,363,207	11,363,207
Student Housing (Planning)	402,352	-	-	352,086	50,266	50,266
Student Retention and Outreach	2,628,410	-	-	345,040	2,283,370	2,283,370
Student Success Completion Grant	7,990,132	-	-	450,824	7,539,308	7,539,308
Student Transfer Achievement Reform	1,130,434	-	-	1,130,434	-	-
Systemwide Technology and Data Security	625,062	-	-	476,965	148,097	148,097
Transfer Ed and Articulation-Seamless Transfer	97,390	-	-	72,688	24,702	24,702
Veteran Resource Center	379,261	-	-	153,386	225,875	225,875
Zero Textbook Cost Program	503,239	-	-	306,091	197,148	197,148
Other State Awards						
CA Apprenticeship Initiative Culinary	-	13,939	-	-	13,939	13,939
CA Apprenticeship Initiative MAP	-	82,449	-	-	82,449	82,449
Cal Law	80,000	45,777	-	60,648	65,129	65,129
CaliforniansForAll	46,778	56,383	-	-	103,161	103,161
CCC California Conservation Corps Partnership	15,000	-	-	-	15,000	15,000
CCCCO MESA Program	1,813,340	-	-	1,345,166	468,174	468,174
Child Development Training Consortium	48,300	-	185	-	48,115	48,115
College Corps Cohort 2	498,728	161,158	-	-	659,886	659,886
Culturally Responsive Pedagogy & Practices (CRPP) Innovative Best Practices	150,000	-	-	84,870	65,130	65,130
Cybersecurity Awareness	3,000	-	-	3,000	-	-
EWD Employer Engagement	-	163,840	-	-	163,840	163,840
IEPI Innovation and Effectiveness	123,802	-	-	17,418	106,384	106,384
IEPI Professional Learning Programs	200,000	-	-	200,000	-	-
Invention and Inclusive Innovation	13,259	-	-	-	13,259	13,259
IVC - VRC Appropriation Grant	2,354,034	-	-	1,857,171	496,863	496,863
OCDE K16 Regional Workforce Director	75,000	-	-	75,000	-	-
OCDE Pathways K16 Collaborative	150,000	-	-	88,995	61,005	61,005
Real Estate Education Center	118,275	63,631	-	-	181,906	181,906
Regional Equity and Recovery Partnerships	83,349	-	-	26,133	57,216	57,216
Rising Scholars	443,415	-	-	197,645	245,770	245,770
Strong Workforce - Regional	2,240,051	805,090	-	-	3,045,141	3,045,141

South Orange County Community College District

Schedule of Expenditures of State Awards

Year Ended June 30, 2024

Program	Program Revenues					Program Expenditures
	Cash Received	Accounts Receivable	Accounts Payable	Unearned Revenue	Total Revenue	
UC Berkeley Puente Project	$ 166,844	$ -	$ -	$ 132,160	$ 34,684	$ 34,684
UCR Learning Labs	44,779	7,573	-	-	52,352	52,352
Veteran Credit Articulation Track	272,010	-	-	154,930	117,080	117,080
Total State Programs	$ 119,410,299	$ 1,399,840	$ 3,681,203	$ 57,872,527	$ 59,256,409	$ 59,256,409

See Note to Supplementary Information

South Orange County Community College District

Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance
Year Ended June 30, 2024

CATEGORIES	Reported Data**	Audit Adjustments	Audited Data
A. Summer Intersession (Summer 2023 only)			
1. Noncredit*	620.99	-	620.99
2. Credit	3,283.10	-	3,283.10
B. Summer Intersession (Summer 2024 - Prior to July 1, 2024)			
1. Noncredit*	-	-	-
2. Credit	24.74	-	24.74
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	7,304.38	-	7,304.38
(b) Daily Census Contact Hours	292.90	-	292.90
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit*	3,197.54	-	3,197.54
(b) Credit	597.98	-	597.98
3. Alternative Attendance Accounting Procedure Courses			
(a) Weekly Census Procedure Courses	6,573.20	-	6,573.20
(b) Daily Census Procedure Courses	4,369.08	-	4,369.08
(c) Noncredit Independent Study/Distance Education Courses	392.84	-	392.84
D. Total FTES	26,656.75	-	26,656.75
SUPPLEMENTAL INFORMATION (Subset of Above Information)			
E. In-Service Training Courses (FTES)	-	-	-
F. Basic Skills Courses and Immigrant Education			
1. Noncredit*	2,119.31	-	2,119.31
2. Credit	218.16	-	218.16
CCFS-320 Addendum			
CDCP Noncredit FTES	2,185.31	-	2,185.31

*Including Career Development and College Preparation (CDCP) FTES.
**Annual report revised as of October 2, 2024.

South Orange County Community College District

Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation
Year Ended June 30, 2024

		ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
	Object/TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Academic Salaries							
Instructional Salaries							
Contract or Regular	1100	$ 44,811,977	$ -	$ 44,811,977	$ 44,811,977	$ -	$ 44,811,977
Other	1300	44,040,317	-	44,040,317	44,040,317	-	44,040,317
Total Instructional Salaries		88,852,294	-	88,852,294	88,852,294	-	88,852,294
Noninstructional Salaries							
Contract or Regular	1200	-	-	-	14,668,900	-	14,668,900
Other	1400	-	-	-	5,506,869	-	5,506,869
Total Noninstructional Salaries		-	-	-	20,175,769	-	20,175,769
Total Academic Salaries		88,852,294	-	88,852,294	109,028,063	-	109,028,063
Classified Salaries							
Noninstructional Salaries							
Regular Status	2100	-	-	-	42,638,112	-	42,638,112
Other	2300	-	-	-	1,711,005	-	1,711,005
Total Noninstructional Salaries		-	-	-	44,349,117	-	44,349,117
Instructional Aides							
Regular Status	2200	4,977,428	-	4,977,428	4,977,428	-	4,977,428
Other	2400	1,055,098	-	1,055,098	1,055,098	-	1,055,098
Total Instructional Aides		6,032,526	-	6,032,526	6,032,526	-	6,032,526
Total Classified Salaries		6,032,526	-	6,032,526	50,381,643	-	50,381,643
Employee Benefits	3000	36,915,505	-	36,915,505	70,925,029	-	70,925,029
Supplies and Material	4000	-	-	-	1,799,691	-	1,799,691
Other Operating Expenses	5000	974,819	-	974,819	20,878,209	-	20,878,209
Equipment Replacement	6420	-	-	-	-	-	-
Total Expenditures Prior to Exclusions		132,775,144	-	132,775,144	253,012,635	-	253,012,635

See Note to Supplementary Information

South Orange County Community College District

Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation
Year Ended June 30, 2024

		ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
	Object/TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Exclusions							
Activities to Exclude							
Instructional Staff - Retirees' Benefits and Retirement Incentives	5900	$ -	$ -	$ -	$ -	$ -	$ -
Student Health Services Above Amount Collected	6441	-	-	-	35,696	-	35,696
Student Transportation	6491	-	-	-	443,101	-	443,101
Noninstructional Staff - Retirees' Benefits and Retirement Incentives	6740	-	-	-	-	-	-
Objects to Exclude							
Rents and Leases	5060	-	-	-	472,406	-	472,406
Lottery Expenditures							-
Academic Salaries	1000	-	-	-	-	-	-
Classified Salaries	2000	-	-	-	-	-	-
Employee Benefits	3000	-	-	-	-	-	-
Supplies and Materials	4000	-	-	-	-	-	-
Software	4100	-	-	-	-	-	-
Books, Magazines, and Periodicals	4200	-	-	-	-	-	-
Instructional Supplies and Materials	4300	-	-	-	37,734	-	37,734
Noninstructional Supplies and Materials	4400	-	-	-	-	-	-
Total Supplies and Materials		-	-	-	37,734	-	37,734

See Note to Supplementary Information

South Orange County Community College District

Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation
Year Ended June 30, 2024

		ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
	Object/TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Other Operating Expenses and Services	5000	$ -	$ -	$ -	$ 5,858,236	$ -	$ 5,858,236
Capital Outlay	6000						
Library Books	6300	-	-	-	-	-	-
Equipment	6400	-	-	-	-	-	-
Equipment - Additional	6410	-	-	-	4,326	-	4,326
Equipment - Replacement	6420	-	-	-	-	-	-
Total Equipment		-	-	-	4,326	-	4,326
Total Capital Outlay							
Other Outgo	7000	-	-	-	-	-	-
Total Exclusions		-	-	-	6,851,499	-	6,851,499
Total for ECS 84362, 50 Percent Law		$132,775,144	$ -	$132,775,144	$246,161,136	$ -	$246,161,136
Percent of CEE (Instructional Salary Cost/ Total CEE)		53.94%		53.94%	100.00%		100.00%
50% of Current Expense of Education					$123,080,568		$123,080,568

See Note to Supplementary Information

South Orange County Community College District

Proposition 30 Education Protection Account (EPA) Expenditure Report

Year Ended June 30, 2024

Activity Classification	Object Code			Unrestricted	
EPA Revenue:	8630				$ 2,733,954
Activity Classification	Activity Code	Salaries and Benefits (Obj 1000-3000)	Operating Expenses (Obj 4000-5000)	Capital Outlay (Obj 6000)	Total
Instructional Activities	1000-5900	$ 2,733,954	$ -	$ -	$ 2,733,954
Total Expenditures for EPA		$ 2,733,954	$ -	$ -	$ 2,733,954
Revenues Less Expenditures					$ -

South Orange County Community College District

Reconciliation of Governmental Funds to the Statement of Net Position

Year Ended June 30, 2024

Amounts reported for governmental activities in the Statement of Net Position are different because		
Total fund balance		
General Funds	$ 137,616,757	
Special Revenue Funds	3,708,555	
Capital Project Funds	396,112,802	
Internal Service Funds	1,940,633	
Other Non-Fiduciary Trust Funds	7,972,454	
Fiduciary Funds	168,572,929	
Total Fund Balance - All District Funds		$ 715,924,130
Amounts held in trust on behalf of others (Retiree OPEB Trust)		(168,572,929)
The District's investment in the Orange County Educational Investment Pool is reported at fair market value in the Statement of Net Position.		(1,626,074)
Lease receivables, interest receivable on leases, and deferred inflows of resources related to leases are reported in the Statement of Net Position, but were not reported in District's CCFS-311 report.		
Lease receivables	237,084,743	
Interest receivable on leases	6,936,106	
Deferred inflows of resources related to leases	(226,948,356)	
Total		17,072,493
The net other postemployment benefits (OPEB) asset results from the difference between annual OPEB cost on the accrual basis and OPEB contributions in the governmental funds.		35,874,648
Capital assets, right-to-use leased assets, and right-to-use subscription Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is	986,910,255	
Accumulated depreciation is	(354,647,419)	
The cost of right-to-use leased assets is	1,959,608	
Accumulated amortization is	(1,160,136)	
The cost of right-to-use subscription IT assets is	4,643,778	
Accumulated amortization is	(1,800,761)	
Total Capital Assets, net		635,905,325
Deferred outflows of resources represent a consumption of net position in a future period and is not reported in the District's funds. Deferred outflows of resources at year-end consist of:		
Deferred outflows of resources related to OPEB	19,435,470	
Deferred outflows of resources related to pensions	79,063,580	
Total Deferred Outflows of Resources		98,499,050

South Orange County Community College District

Reconciliation of Governmental Funds to the Statement of Net Position

Year Ended June 30, 2024

Long-term liabilities are not due and payable in the current period and therefore, are not reported as liabilities in the funds.		
Long-term liabilities at year end consist of:		
Lease liability	$ (850,744)	
Subscription-based IT arrangements	(3,049,796)	
Compensated absences and load banking, less current portion already recorded in the funds	(6,612,381)	
Net OPEB liability - MPP	(595,249)	
Aggregate net pension liability	(233,529,556)	
Total Long-Term Liabilities		$ (244,637,726)
Deferred inflows of resources represent an acquisition of net position in a future period and is not reported in the District's funds.		
Deferred inflows of resources amount to and related to		
Deferred inflows of resources related to OPEB	(39,837,064)	
Deferred inflows of resources related to pensions	(19,034,760)	
Total Deferred Inflows of Resources		(58,871,824)
Total Net Position		$ 1,029,567,093

Note 1 - Purpose of Schedules

District Organization

This schedule provides information about the District's governing board members, administration members, and auxiliary organizations in good standing as of June 30, 2024.

Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of the District under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the District.

Summary of Significant Accounting Policies
Expenditures reported in the Schedule are reported on the modified accrual basis of accounting, except for subrecipient expenditures, which are recorded on the cash basis. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Indirect Cost Rate
The District has not elected to use the 10% de minimis cost rate. The District has a negotiated indirect cost rate of 36.5%.

Schedule of Expenditures of State Awards

The accompanying Schedule of Expenditures of State Awards includes the state grant activity of the District and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The information in this schedule is presented to comply with reporting requirements of the California State Chancellor's Office.

Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance

FTES is a measurement of the number of students attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis for making apportionments of State funds to community college districts. This schedule provides information regarding the attendance of students based on various methods of accumulating attendance data.

Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation

ECS 84362 requires the District to expend a minimum of 50% of the unrestricted General Fund monies on salaries of classroom instructors. This is reported annually to the State Chancellor's Office. This schedule provides a reconciliation of the amount reported to the State Chancellor's Office and the impact of any audit adjustments and/or corrections noted during the audit.

Proposition 30 Education Protection Account (EPA) Expenditure Report

This schedule provides information about the District's EPA revenues and summarizes the expenditures of EPA revenues.

Reconciliation of the Governmental Funds to the Statement of Net Position

This schedule provides a reconciliation of the adjustments necessary to bring the District's internal fund financial statements, prepared on a modified accrual basis, to the government-wide full accrual basis financial statements required under GASB Statements No. 34 and No. 35 business-type activities reporting model.

Other Information
June 30, 2024

South Orange County Community College District

South Orange County Community College District

Schedule of Financial Trends and Analysis of the General Fund (Unaudited)
Year Ended June 30, 2024

	2025 (Budget) Amount	2024 Amount	2023 Amount	2022 Amount
General Fund				
Revenues	$ 487,649,253	$ 439,053,368	$ 402,015,526	$ 374,965,641
Expenditures	400,835,972	322,330,422	279,863,098	264,652,520
Net Other Sources and Uses	(129,597,173)	(99,258,702)	(112,661,267)	(94,091,029)
Increase (Decrease) in Fund Balance	$ (42,783,892)	$ 17,464,244	$ 9,491,161	$ 16,222,092
Ending Fund Balance	$ 94,832,865	$ 137,616,757	$ 120,152,513	$ 110,661,352
Available Reserve	$ 43,903,530	$ 46,421,275	$ 42,376,179	$ 43,484,945
Available Reserve Percentage	10.95%	14.40%	15.14%	16.43%
Full-Time Equivalent Students	26,657	26,657	23,339	23,726
Total Long-Term Liabilities, including Retiree Benefit Liability	$ 254,946,592	$ 247,665,234	$ 240,589,986	$ 159,844,717

Important Notes

Available reserve balance is the amount designated for general reserve and any other remaining undesignated amounts in the General Fund. The 2025 budget reserve balance was estimated using the budgeted contingency reserve balances less other 2025 amounts reserved.

The 2025 budget is the Budget adopted by the Board of Trustees on August 26, 2024.

The California Community College Chancellor's Office has provided guidelines that recommend districts adopt policies to maintain sufficient unrestricted reserves with a suggested minimum of two months of General Fund operating expenditures or revenues consistent with Budgeting Best Practices published by the Government Finance Officers Association. In addition, the District's Board policy requires a reserve sufficient to cover at least the equivalent of two months of operating expenditures. The amounts shown as Available Reserve are the unrestricted reserves after setting aside reserves suggested by the Chancellor's Office and Board policy.

Long-term debt is reported for the District as a whole and includes debt related to all funds. Long-term debt for the year ending June 30, 2022 was restated for the implementation of GASB 96.

Note 1 - Purpose of Schedule

Schedule of Financial Trends and Analysis of the General Fund (Unaudited)

This schedule is prepared to show financial trends of the General Fund over the past three fiscal years as well as the current year budget. This schedule is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

Independent Auditor's Reports
June 30, 2024

South Orange County Community College District

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees
South Orange County Community College District
Mission Viejo, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the business-type activities, aggregate discretely presented component units, and fiduciary activities of South Orange County Community College District (the District) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated November 4, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

EideBailly
CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited South Orange County Community College District's (the District) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2024. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, South Orange County Community College District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

EideBailly
CPAs & BUSINESS ADVISORS

Independent Auditor's Report on State Compliance

To the Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on State Compliance

Opinion on State Compliance

We have audited South Orange County Community College District's (the District) compliance with the types of compliance requirements described in the 2023-2024 California Community Colleges Chancellor's Office *Contracted District Audit Manual* applicable to the state laws and regulations identified below for the year ended June 30, 2024.

In our opinion, South Orange County Community College District complied, in all material respects, with the compliance requirements referred to above that are applicable to the state laws and regulations identified below that were audited for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the 2023-2024 California Community Colleges Chancellor's Office *Contracted District Audit Manual*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's compliance with the requirements identified below.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements listed in the table below has occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the 2023-2024 California Community Colleges Chancellor's Office *Contracted District Audit Manual* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements listed in the table below.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the 2023-2024 California Community Colleges Chancellor's Office *Contracted District Audit Manual*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, we express no such opinion.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any material noncompliance that we identify during the audit.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with state laws and regulations applicable to the following:

Section 411	SCFF Data Management Control Environment
Section 412	SCFF Supplemental Allocation Metrics
Section 413	SCFF Success Allocation Metrics
Section 421	Salaries of Classroom Instructors (50 Percent Law)
Section 423	Apportionment for Activities Funded From Other Sources
Section 424	Student Centered Funding Formula Base Allocation: FTES
Section 425	Residency Determination for Credit Courses
Section 426	Students Actively Enrolled
Section 427	Dual Enrollment (CCAP)
Section 430	Scheduled Maintenance Program
Section 431	Gann Limit Calculation
Section 444	Apprenticeship Related and Supplemental Instruction (RSI) Funds

Section 475	Disabled Student Programs and Services (DSPS)
Section 490	Proposition 1D and 51 State Bond Funded Projects
Section 491	Education Protection Account Funds
Section 492	Student Representation Fee
Section 494	State Fiscal Recovery Fund
Section 499	COVID-19 Response Block Grant Expenditures

The District reports no Apprenticeship Related and Supplemental Instruction (RSI) Funds programs for funding; therefore, the compliance requirements within this section were not applicable.

The District submitted their final COVID-19 Response Block Grant Expenditure report in the 2022-2023 fiscal year; therefore, the compliance tests within this section were not applicable.

The purpose of this report on state compliance is solely to describe the results of our testing based on the requirements of the 2023-2024 California Community Colleges Chancellor's Office *Contracted District Audit Manual*. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

Schedule of Findings and Questioned Costs
June 30, 2024

South Orange County Community College District

South Orange County Community College District

Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a):	No

Identification of major programs:

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Student Financial Assistance Cluster	84.007, 84.033, 84.063, 84.268
Developing Hispanic Serving Institutions - Ensuring Equity in Access and Achievement	84.031S
Equitable Learning Experience Valuing Achievement Transfer Empowering Asian American Pacific Islander	84.031L
Project RAISER (Regional Alliance in STEM Education Refined)	84.031C

Dollar threshold used to distinguish between type A and type B programs:	$1,155,097
Auditee qualified as low-risk auditee?	Yes

STATE COMPLIANCE

Type of auditor's report issued on compliance for State programs:	Unmodified

None reported.

None reported.

None reported.

South Orange County Community College District

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2024

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

EideBailly

CPAs & BUSINESS ADVISORS

November 4, 2024

Board of Trustees
South Orange County Community College District
Mission Viejo, California

We have audited the financial statements of South Orange County Community College District (the District) as of and for the year ended June 30, 2024, and have issued our report thereon dated November 4, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated August 26, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the District's major federal program compliance, is to express an opinion on the compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of the system of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered the system of internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the District's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 4, 2024. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated November 4, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the District's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by District is included in Note 2 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the aggregate net pension liability, related deferred outflows of resources, deferred inflows of resources, and pension expense is based on the District's proportionate share of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) estimated net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense, which were actuarially determined, utilizing projections of future contributions and future earnings, actuarial assumptions such as inflation, salary increases, mortality rates, and investment rate of return and discount rates in the determination of the final balances reported in the CalSTRS and CalPERS audited financial statements. The District's proportionate share was determined by calculating the District's share of contributions to the pension plan relative to the contributions of all participating entities in the plan.

Management's estimate of the net other postemployment benefit (OPEB) liability, related deferred outflows of resources, deferred inflows of resources, and OPEB expense is based on the work performed by an actuary, utilizing projections of future benefit costs, actuarial assumptions such as inflation, benefit cost increases, mortality rates, and discount rates.

Management's estimate of lease receivables and lease liabilities, as well as the related deferred inflows of resources and right-to-use leased assets, are based in part on the discount rate used to measure the lease receivable or lease liability at the present value of payments expected during the lease term. The discount rate used is based on the factors of the underlying lease agreement and management's estimate of the District's incremental borrowing rate.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated November 4, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as District's auditors.

Other Information Included in the Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the District's financial statements, does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board of Trustees and management of District and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Financial Statements
June 30, 2024 and 2023

Irvine Valley College Foundation

EideBailly®

eidebailly.com

Irvine Valley College Foundation

Table of Contents

June 30, 2024 and 2023

Independent Auditor's Report 1

Financial Statements

Statements of Financial Position 3
Statements of Activities 4
Statements of Functional Expenses 5
Statements of Cash Flows 6
Notes to Financial Statements 7

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Board of Governors
Irvine Valley College Foundation
Irvine, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Irvine Valley College Foundation (the Foundation) (a California nonprofit corporation), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Irvine Valley College Foundation as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

Irvine Valley College Foundation

Statements of Financial Position
June 30, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	$ 187,921	$ 136,467
Accounts receivable	19,764	13,315
Promises to give, current portion	5,000	5,000
Investments	1,087,296	1,027,020
Prepaid expenses	-	11,196
Total Current Assets	1,299,981	1,192,998
Noncurrent Assets		
Investments	3,469,267	3,079,579
Promises to give, net of discount	166,956	165,533
Beneficial interest in assets held by the Foundation for California Community Colleges (FCCC)	463,529	434,269
Total Noncurrent Assets	4,099,752	3,679,381
Total Assets	$ 5,399,733	$ 4,872,379
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	$ 2,298	$ 20,141
Due to South Orange County Community College District	23,129	7,507
Pass-through scholarships payable	47,430	41,676
Total Current Liabilities	72,857	69,324
Net Assets		
Without donor restrictions	1,394,080	1,289,207
With donor restrictions	3,932,796	3,513,848
Total Net Assets	5,326,876	4,803,055
Total Liabilities and Net Assets	$ 5,399,733	$ 4,872,379

Irvine Valley College Foundation

Statements of Activities

Years Ended June 30, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contributions	$ 162,588	$ 625,900	$ 788,488	$ 242,042	$ 723,271	$ 965,313
Campus programs	22,132	3,502	25,634	26,129	4,212	30,341
Donated services	1,004,105	-	1,004,105	978,926	-	978,926
Donated professional fees	11,133	-	11,133	8,200	-	8,200
In-kind donations	28,354	-	28,354	28,927	-	28,927
Special events	192,806	-	192,806	181,902	-	181,902
Total Revenues	1,421,118	629,402	2,050,520	1,466,126	727,483	2,193,609
Expenses						
Program	1,430,133	-	1,430,133	1,308,096	-	1,308,096
Management and general	217,640	-	217,640	208,692	-	208,692
Fundraising	290,982	-	290,982	299,932	-	299,932
Total Expenses	1,938,755	-	1,938,755	1,816,720	-	1,816,720
Other Income (Losses)						
Investment income (losses), net of expenses	145,790	237,006	382,796	78,816	118,316	197,132
Change in beneficial interest in assets held by the FCCC	-	29,260	29,260	-	18,342	18,342
Net assets released from restrictions and net asset transfers	476,720	(476,720)	-	428,660	(428,660)	-
Total Other Income (Losses)	622,510	(210,454)	412,056	507,476	(292,002)	215,474
Change in Net Assets	104,873	418,948	523,821	156,882	435,481	592,363
Net Assets, Beginning of Year	1,289,207	3,513,848	4,803,055	1,132,325	3,078,367	4,210,692
Net Assets, End of Year	$ 1,394,080	$ 3,932,796	$ 5,326,876	$ 1,289,207	$ 3,513,848	$ 4,803,055

See Notes to Financial Statements

Irvine Valley College Foundation

Statements of Functional Expenses
Years Ended June 30, 2024 and 2023

	2024			
	Program	Management and General	Fundraising	Total
Salaries and benefits	$ 26,280	$ 5,682	$ 5,147	$ 37,109
Scholarship and grants	549,161	-	-	549,161
Other student support	250	-	-	250
Donated services	675,802	149,885	178,418	1,004,105
Donated professional fees	-	11,133	-	11,133
Supplies and printing	256	9,020	-	9,276
Conferences and meetings	29,360	7,120	-	36,480
Dues and memberships	1,670	3,626	-	5,296
Equipment	6,984	-	-	6,984
Contract services	16,246	7,608	-	23,854
Program expenses	74,525	5,926	-	80,451
Fundraising	-	-	107,417	107,417
In-kind donations	28,354	-	-	28,354
Other expenses	21,245	17,640	-	38,885
Total Expenses	$ 1,430,133	$ 217,640	$ 290,982	$ 1,938,755

	2023			
	Program	Management and General	Fundraising	Total
Salaries and benefits	$ 3,268	$ 5,529	$ 4,971	$ 13,768
Scholarship and grants	473,496	-	-	473,496
Other student support	100	-	-	100
Donated services	650,001	153,049	175,876	978,926
Donated professional fees	-	8,200	-	8,200
Supplies and printing	-	7,731	-	7,731
Conferences and meetings	21,060	1,000	-	22,060
Dues and memberships	1,343	1,755	-	3,098
Equipment	2,385	-	-	2,385
Contract services	12,422	6,617	-	19,039
Program expenses	101,993	7,330	-	109,323
Fundraising	-	-	119,085	119,085
In-kind donations	28,927	-	-	28,927
Other expenses	13,101	17,481	-	30,582
Total Expenses	$ 1,308,096	$ 208,692	$ 299,932	$ 1,816,720

Irvine Valley College Foundation

Statements of Cash Flows
Years Ended June 30, 2024 and 2023

	2024	2023
Operating Activities		
Contributions received and special events receipts, net of amounts restricted for long-term purposes	$ 693,287	$ 1,043,499
Campus programs receipts	25,634	30,341
Interest and dividends, net of fees	105,346	77,754
Payments to/on behalf of District employees	(37,109)	(13,768)
Payments to suppliers	(299,668)	(305,898)
Payments to/on behalf of students	(543,657)	(457,374)
Net Cash Provided by (Used in) Operating Activities	(56,167)	374,554
Investing Activities		
Purchase of investments	(1,356,485)	(941,218)
Proceeds from sale of investments	1,183,971	417,980
Net Cash Used for Investing Activities	(172,514)	(523,238)
Financing Activities		
Collections of contributions restricted for long-term purposes	280,135	153,043
Net Cash Provided by Financing Activities	280,135	153,043
Change in Cash	51,454	4,359
Cash, Beginning of Year	136,467	132,108
Cash, End of Year	$ 187,921	$ 136,467
Reconciliation of Change in Net Assets to Net Cash Provided by (Used in) Operating Activities		
Change in net assets	$ 523,821	$ 592,363
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Net unrealized (gain) on investments	(302,781)	(84,026)
Realized (gain)/loss on investments	25,331	(35,352)
Change in beneficial interest in assets held by the Foundation for California Community Colleges	(29,260)	(18,342)
Amortization of discount on promises to give	(11,423)	(10,755)
Contributions restricted for long-term purposes	(280,135)	(153,043)
Changes in assets and liabilities		
Accounts receivable	(6,449)	208
Due from South Orange County Community College District	-	77,200
Prepaid expenses	11,196	(1,736)
Promises to give, net of discount	10,000	(17,326)
Accounts payable	(17,843)	19,035
Due to South Orange County Community College District	15,622	(9,894)
Pass-through scholarships payable	5,754	16,222
Net Cash Provided by (Used in) Operating Activities	$ (56,167)	$ 374,554

See Notes to Financial Statements

Note 1 - Nature of Organization and Summary of Significant Accounting Policies

Organization and Nature of Activities

Irvine Valley College Foundation (the Foundation) is a California nonprofit public benefit corporation founded on November 24, 2003, for the purpose of receiving contributions to further the educational purposes of Irvine Valley College (IVC) which is part of the South Orange County Community College District (the District). The principal sources of revenue for the Foundation include donor contributions and investment related income.

Financial Statement Presentation

The accompanying financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-210-50. Under ASC 958-210-50, the Foundation is required to report information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions. In addition, the Foundation is required to present a statement of cash flows. Revenues and expenses are recorded when incurred in accordance with the accrual basis of accounting.

The Foundation and the District are financially interrelated organizations as defined by ASC Topic 958-605, *Transfers of Assets to a Nonprofit or Charitable Trust that Holds Contributions for Others*. Under ASC Topic 958-605, the Foundation reflects contributions received for the benefit of the District as revenue in its financial statements. The expenses related to these contributions are accounted for under program and supporting services.

Net Asset Accounting

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets without Donor Restrictions - Net assets available for general operations and not subject to donor restrictions. Net assets without donor restrictions represents all resources over which the Board of Governors has discretionary control for use in operating the Foundation. The Board of Governors has designated, from net assets without donor restrictions, net assets for the ProIVC match and for scholarships.

Net Assets with Donor Restrictions - Net assets subject to donor restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Foundation reports contributions restricted by donors as increases in net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment gain/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

Concentrations – Custodial Credit Risk

Custodial credit risk is the risk that in the event of bank failure, the Foundation's deposits may not be returned to it. As of June 30, 2024 and 2023, the Foundation's cash balances are collateralized at 110% in accordance with applicable California state law.

The Foundation maintains investment balances at financial institutions in excess of Securities Investor Protection Corporation (SIPC) limits. Concentration risk is managed by placing investment balances with financial institutions believed by the Foundation to be creditworthy. Management believes credit risk is limited.

Accounts Receivable

Accounts receivable consists primarily of amounts due from related parties and donations receivable. Management has deemed all amounts as collectable; therefore, no allowance for uncollectable amounts is considered necessary.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue in the statements of activities. The Foundation determines the allowance for doubtful contributions based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Management has deemed all amounts as collectable; therefore, no allowance for doubtful accounts is considered necessary.

Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Revenue Recognition

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Campus programs revenue is recognized at the time services are provided. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift. The Foundation records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

In-kind Contributions

In-kind contributions include donated services, donated professional fees, and other in-kind contributions which are recorded at the respective fair values of the goods or services received. The Foundation records the value of donated services and professional fees when there is an objective basis available to measure their value. Donated services and professional fees are reflected as support in the accompanying statements at their estimated values at date of donation, based on the fair value of comparable services provided by third parties. Although volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. The Foundation does not sell donated gifts-in-kind.

Allocation of Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, based upon management's estimates on the basis of time and effort, donated service costs have been allocated among the programs, management and general, and fundraising activities.

Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities at the date of financial statements and the reported amounts of and revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Income Taxes

The Foundation is a nonprofit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California *Revenue and Taxation Code*.

The Foundation has adopted FASB ASC Topic 740 that clarifies the accounting for uncertainty in tax positions taken or expected to be taken on a tax return and provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if, based on its merits, the position is more likely than not to be sustained on audit by the taxing authorities. Management believes that all tax positions taken to date are highly certain and, accordingly, no accounting adjustment has been made to the financial statements. The Foundation would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Adoption of New Accounting Standard

As of July 1, 2023, the Foundation adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASU 2016-13)*, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The CECL model is applicable to the measurement of credit losses on financial assets measured at amortized cost, including trade and loan receivables, and held to maturity debt securities. CECL requires entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The update also requires that credit losses on available-for-sale debt securities be presented as an allowance rather than a write-down of the security. This standard provides financial statement users with more decision useful information about the expected losses on financial instruments.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following:

	2024	2023
Cash	$ 187,921	$ 136,467
Investments	1,087,296	1,027,020
Accounts receivable	19,764	13,315
Total Financial Assets Available Within One Year	$ 1,294,981	$ 1,176,802

The Foundation uses these sources to meet its ongoing obligations with respect to general expenditures, liabilities and other obligations as they become due. Cash in excess of daily requirements is invested in various short-term investments with maturities designed to meet obligations as they come due.

The Board-designated endowment of $175,854 and $176,275 for the years ended June 30, 2024 and 2023, respectively, is subject to an annual spending rate of 3% as described in Note 8. Although the Foundation does not intend to spend from the Board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

Note 3 - Investments

Investments are presented at fair value in the financial statements and are composed of the following at June 30:

	2024	2023
Money market funds	$ 136,762	$ 33,314
Mutual funds	4,419,801	4,073,285
Total Investments	$ 4,556,563	$ 4,106,599

The following schedule summarizes the investment return and its classification in the statements of activities for the year ended June 30:

	2024	2023
Realized gain (loss) on investments	$ (25,331)	$ 35,352
Unrealized gain on investments	302,781	84,026
Interest and dividends	118,734	88,759
Total Investment Income	396,184	208,137
Investment expenses	(13,388)	(11,005)
Total Investment Income, Net of Expenses	$ 382,796	$ 197,132

Note 4 - Beneficial Interest in Assets Held by the Foundation for California Community Colleges-Osher Endowment Scholarship

The Foundation for California Community Colleges (FCCC) has created a permanent endowment fund intended to provide scholarship support to California community college students in perpetuity. The fund began in May 2008 with a $25 million lead gift from The Bernard Osher Foundation. The Bernard Osher Foundation will provide scholarship matching funds annually to colleges that participate. In order to take advantage of this opportunity, the Foundation and its donors have contributed $371,904. As of June 30, 2024 and 2023, the ending balance of the Osher Endowment Scholarship was $463,529 and $434,269, respectively. The Foundation receives no additional interest or dividends on the balance held at the FCCC and does not participate in the investment management of the funds. All donations to the FCCC Osher Endowment Scholarship must remain in the fund permanently and cannot be returned or used for other purposes.

Note 5 - Fair Value Measurements and Disclosures

Certain assets are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting Foundation's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 - Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

The fair values of beneficial interests in assets held by the Foundation for California Community Colleges (FCCC) are determined using present value techniques and risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the underlying assets and are based on the fair values of trust investments as reported by the trustees. The fair value of the beneficial interest in assets held by the FCCC is based on the fair values of fund investments as reported by the Foundation. These are considered to be Level 3 measurements.

Assets and Liabilities Recorded at Fair Value on a Recurring Basis

The following table presents the balances of the assets measured at fair value on a recurring basis as of June 30:

	2024			
	Level 1	Level 2	Level 3	Total
Assets				
Money market	$ 136,762	$ -	$ -	$ 136,762
Mutual funds	4,419,801	-	-	4,419,801
Beneficial interest in assets held by FCCC	-	-	463,529	463,529
Total	$ 4,556,563	$ -	$ 463,529	$ 5,020,092

	2023			
	Level 1	Level 2	Level 3	Total
Assets				
Money market	$ 33,314	$ -	$ -	$ 33,314
Mutual funds	4,073,285	-	-	4,073,285
Beneficial interest in assets held by FCCC	-	-	434,269	434,269
Total	$ 4,106,599	$ -	$ 434,269	$ 4,540,868

The Foundation did not have any liabilities measured at fair value on a recurring basis as of June 30, 2024 and 2023. The Foundation did not have any assets or liabilities valued on a non-recurring basis as of June 30, 2024 and 2023.

Note 6 - Promises to Give

In January 2021, the Foundation received an irrevocable promise to give of $250,000 toward a named endowment for the purpose of establishing the Rezanoor Music Endowment. Under the terms of the promise to give, the funds will be transferred to the Foundation upon the death of the donor. As such, the Foundation recorded an unconditional promise to give at fair value based upon an estimated life expectancy of eleven years from time of the pledge and at a discount rate of 6%. Each subsequent year, the Foundation records contribution income in the statement of activities as the pledge discount is amortized. The Foundation recognized $10,755 of contribution income for the years ended June 30, 2024 and 2023.

In April 2023, the Foundation received an unconditional promise to give of $20,000 to support engineering education at IVC. The funds will be split evenly between an endowment account and the previously established Maio Account for Engineering Education. The pledge will be received in an annual installment over four years, and was recorded at a discount rate of 6%.

The following table presents the balances of the pledge receivable and unamortized discount at June 30:

	2024	2023
Promises to give before unamortized discount	$ 260,000	$ 270,000
Less: Unamortized discount	(88,044)	(99,467)
Promises to Give, Net of Discount	$ 171,956	$ 170,533
Amounts due within one year	$ 5,000	$ 5,000
Amounts due within one to three years	255,000	265,000
Less: Unamortized discount	(88,044)	(99,467)
Subtotal long-term portion of unconditional promises to give	166,956	165,533
Total	$ 171,956	$ 170,533

Note 7 - Pass-through Scholarships Payable

The Foundation acts as a fiscal agent for departments, organizations, and groups of Irvine Valley College. Accordingly, at June 30, 2024 and 2023, $47,430 and $41,676 of the Foundation's assets belong to other parties, respectively. The Foundation does not have legal access nor any discretion over the amounts held for others behalf.

Note 8 - Board Designated Net Assets

The following table presents the balances of the net assets without donor restrictions that have been board designated at June 30.

	2024	2023
Scholarships	$ 127,000	$ 127,000
ProIVC match	48,854	49,275
Total	$ 175,854	$ 176,275

Note 9 - Net Assets with Donor Restrictions

Donor-restricted net assets with time and/or purpose restrictions consist of the following at June 30:

	2024	2023
Campus programs	$ 451,149	$ 492,884
Scholarships	373,766	333,235
Endowments - accumulated and unspent earnings	463,417	290,751
Total	$ 1,288,332	$ 1,116,870

Donor-restricted net assets with perpetual restrictions consist of the following at June 30:

	2024	2023
Osher endowment	$ 463,529	$ 434,269
Endowments related to scholarships	2,180,935	1,962,709
Total	$ 2,644,464	$ 2,396,978
Total Net Assets with Donor Restrictions	$ 3,932,796	$ 3,513,848

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose specified by the donors. Net assets released from donor restrictions and net asset transfers were as follows for the years ended June 30:

	2024	2023
Satisfaction of Purpose Restrictions		
Campus programs	$ 166,585	$ 114,406
Scholarships	310,135	314,254
Total Net Assets Released From Donor Restrictions	$ 476,720	$ 428,660

Note 10 - Endowments

The Foundation has interpreted the California Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor-restricted endowment funds, unless there are explicit donor stipulations to the contrary. At June 30, 2024 and 2023 there were no such donor stipulations. As a result of this interpretation, the Foundation retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA. The following factors are considered in making a determination to appropriate or accumulate donor-restricted endowment funds:

a. The duration and preservation of the fund.
b. The mission of the Foundation and the purpose of the donor-restricted endowment fund.
c. General economic conditions.
d. The possible effect of inflation and/or deflation.
e. The expected total return from income and the appreciation of investments.
f. Other resources of the Foundation.
g. The investment policy of the Foundation.

Risk Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as Board-designated funds. Since the purpose of endowments is to provide scholarships and other benefits in perpetuity, endowment funds are invested with a long-term perspective. The policy is to protect the principal, over the long-term, and yet maximize the investment earnings so as to maximize the benefit provided by the endowment. The Foundation expects its endowment funds, over time, to provide an average rate of return of approximately 5% annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy

The Foundation has a policy of appropriating for distribution each year 3% of the endowment fund's average fair value over the prior 12 quarters for the fiscal year in which the distribution is planned. In establishing this policy, the Foundation considered the long-term expected return on its endowment. Accordingly, over the long-term, the Foundation expects the current spending policy to allow its endowment to grow at an average of 2% annually.

Spending is reviewed annually and allocations are determined to allow continued growth. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA required the Foundation to retain as a fund of perpetual duration. These deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new restricted contributions and continued appropriation for certain programs that are deemed prudent by the Board of Governors. In accordance with US GAAP, there are no funds with deficiencies of this nature that are reported in net assets as of June 30, 2024 and 2023, respectively.

Endowment net asset composition by type of fund, as of June 30, 2024 and 2023 are as follows:

	2024	
	Without Donor Restrictions	With Donor Restrictions
Donor-restricted endowment funds	$ -	$ 3,107,881
Board-designated endowment funds	175,854	-
Total	$ 175,854	$ 3,107,881

	2023	
	Without Donor Restrictions	With Donor Restrictions
Donor-restricted endowment funds	$ -	$ 2,687,729
Board-designated endowment funds	176,275	-
Total	$ 176,275	$ 2,687,729

Changes in endowment net assets as of June 30, 2024 and 2023, are as follows:

	2024	
	Without Donor Restrictions	With Donor Restrictions
Endowment net assets, beginning of year	$ 176,275	$ 2,687,729
Contributions	-	280,135
Investment income, net of expenses	37,761	218,921
Amounts appropriated for expenditures	(38,182)	(78,904)
Endowment Net Assets, End of Year	$ 175,854	$ 3,107,881

	2023	
	Without Donor Restrictions	With Donor Restrictions
Endowment net assets, beginning of year	$ 47,693	$ 2,337,793
Contributions	128,170	281,213
Investment income, net of expenses	25,086	130,763
Amounts appropriated for expenditures	(24,674)	(62,040)
Endowment Net Assets, End of Year	$ 176,275	$ 2,687,729

Note 11 - In-kind Contributions

The Foundation was given program and service support from the District. The following is a breakdown of these in-kind donated services and professional fees at June 30:

	2024	2023
Donated services	$ 1,004,105	$ 978,926
Donated professional fees	11,133	8,200
Total	$ 1,015,238	$ 987,126

During the years ended June 30, 2024 and 2023, the Foundation also received donated assets from various donors, which the Foundation passed through to the District for use in its programs.

	2024	2023
Donated assets		
Passed through to the District	$ 28,354	$ 28,927

Note 12 - Related Party Transactions

South Orange County Community College District (the District)

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the Foundation directors and staff. Additionally, the District pays professional fees for services rendered on behalf of the Foundation. The donated services and professional fees for the fiscal year ended June 30, 2024 were valued at $1,004,105 and $11,133, respectively. The donated services and professional fees for the fiscal year ended June 30, 2023 were valued at $978,926 and $8,200, respectively. These amounts have been reflected in the financial statements as donated services and donated professional fees revenues and expenses.

At June 30, 2024 and 2023, the Foundation had $23,129 and $7,507, respectively, in outstanding payables due to the District.

Note 13 - Subsequent Events

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from June 30, 2024 through November 4, 2024, which is the date the financial statements were available to be issued and has determined there are no needed recognitions or disclosures.

EideBailly

CPAs & BUSINESS ADVISORS

November 4, 2024

Board of Governors
Irvine Valley College Foundation
Irvine, California

We have audited the financial statements of Irvine Valley College Foundation (the Foundation) as of and for the year ended June 30, 2024, and have issued our report thereon dated November 4, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our letter dated August 26, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the Foundation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Foundation's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Foundation is included in Note 1 to the financial statements. As discussed in Note 1, the Foundation has adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326); Measurement of Credit Losses on Financial Instruments* during the year ended June 30, 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive accounting estimate affecting the financial statement is:

> *Present Value Discounting of Promises to Give* - Management's estimate of the factor used to discount promises to give is determined by past experience, market rates, and industry practice. We evaluated the key aspects and assumptions used to factor discount promises and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated November 4, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Foundation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, business conditions affecting the Foundation, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Foundation's auditors.

This report is intended solely for the information and use of the Board of Governors and management of the Foundation, and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Financial Statements
June 30, 2024 and 2023

Saddleback College Foundation

EideBailly®

eidebailly.com

Saddleback College Foundation

Table of Contents

June 30, 2024 and 2023

Independent Auditor's Report 1

Financial Statements

Statements of Financial Position 3
Statements of Activities 4
Statements of Functional Expenses 5
Statements of Cash Flows 6
Notes to Financial Statements 7

EideBailly
CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Board of Directors
Saddleback College Foundation
Mission Viejo, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Saddleback College Foundation (the Foundation) (a California nonprofit corporation), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Saddleback College Foundation as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Foundation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

Saddleback College Foundation

Statements of Financial Position
June 30, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	$ 862,982	$ 198,726
Accounts receivable	64,495	741
Due from South Orange County Community College District	531,609	1,259,434
Investments	397,810	267,399
Promises to give, current portion	84,000	84,000
Prepaid expenses	107,297	101,084
Total Current Assets	2,048,193	1,911,384
Noncurrent Assets		
Investments	9,473,002	8,642,816
Promises to give, net of discount	1,288,443	1,301,900
Beneficial interest in assets held by the Foundation for California Community Colleges (FCCC)	1,010,232	946,678
Total Noncurrent Assets	11,771,677	10,891,394
Total Assets	$ 13,819,870	$ 12,802,778
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	$ 23,055	$ 11,284
Due to South Orange County Community College District	64,444	107,636
Pass-through scholarships payable	31,037	14,101
Total Current Liabilities	118,536	133,021
Net Assets		
Without donor restrictions	4,285,582	3,894,308
With donor restrictions	9,415,752	8,775,449
Total Net Assets	13,701,334	12,669,757
Total Liabilities and Net Assets	$ 13,819,870	$ 12,802,778

Saddleback College Foundation

Statements of Activities
Years Ended June 30, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contributions	$ 531,371	$ 674,689	$ 1,206,060	$ 556,566	$ 548,954	$ 1,105,520
Special events - fundraising	207,142	-	207,142	238,473	-	238,473
Campus programs	81,310	2,528	83,838	27,563	-	27,563
Donated services	1,209,484	-	1,209,484	1,073,032	-	1,073,032
Donated professional fees	36,955	-	36,955	10,200	-	10,200
In-kind donations	36,229	-	36,229	16,960	-	16,960
Other revenues	-	-	-	44,422	-	44,422
Total Revenues	2,102,491	677,217	2,779,708	1,967,216	548,954	2,516,170
Expenses						
Program	1,902,377	-	1,902,377	1,531,928	-	1,531,928
Management and general	357,915	-	357,915	305,246	-	305,246
Fundraising	402,696	-	402,696	420,275	-	420,275
Total Expenses	2,662,988	-	2,662,988	2,257,449	-	2,257,449
Other Income (Losses)						
Investment income, net of expenses	144,805	706,498	851,303	138,212	597,503	735,715
Change in beneficial interest in assets held by the FCCC	-	63,554	63,554	-	38,913	38,913
Administrative fees	131,017	(131,017)	-	126,508	(126,508)	-
Net assets released from restrictions	675,949	(675,949)	-	540,903	(540,903)	-
Total Other Income (Losses)	951,771	(36,914)	914,857	805,623	(30,995)	774,628
Change in Net Assets	391,274	640,303	1,031,577	515,390	517,959	1,033,349
Net Assets, Beginning of Year	3,894,308	8,775,449	12,669,757	3,378,918	8,257,490	11,636,408
Net Assets, End of Year	$ 4,285,582	$ 9,415,752	$ 13,701,334	$ 3,894,308	$ 8,775,449	$ 12,669,757

See Notes to Financial Statements

Saddleback College Foundation

Statements of Functional Expenses
Years Ended June 30, 2024 and 2023

	2024			
	Program	Management and General	Fundraising	Total
Salaries and benefits	$ 56,496	$ -	$ 18,917	$ 75,413
Scholarships	555,475	-	-	555,475
Donated services	690,523	304,854	214,107	1,209,484
Donated professional fees	-	36,955	-	36,955
In-kind donations	36,229	-	-	36,229
Supplies and printing	4,371	578	-	4,949
Conferences and meetings	116,376	577	-	116,953
Dues and memberships	5,635	-	-	5,635
Equipment	25,469	-	-	25,469
Contract services	91,368	-	-	91,368
Special events - Fundraising	-	-	169,672	169,672
Program expenses	313,633	3,420	-	317,053
Other expenses	5,877	11,531	-	17,408
Other student support	925	-	-	925
Total Expenses	$ 1,902,377	$ 357,915	$ 402,696	$ 2,662,988

	2023			
	Program	Management and General	Fundraising	Total
Salaries and benefits	$ 31,996	$ -	$ 13,024	$ 45,020
Scholarships	463,623	-	-	463,623
Donated services	612,606	271,674	188,752	1,073,032
Donated professional fees	-	10,200	-	10,200
In-kind donations	16,960	-	-	16,960
Supplies and printing	5,367	-	-	5,367
Conferences and meetings	5,569	4,890	-	10,459
Dues and memberships	6,551	-	-	6,551
Equipment	17,997	-	-	17,997
Contract services	65,080	-	-	65,080
Special events - Fundraising	-	-	218,499	218,499
Program expenses	299,498	5,039	-	304,537
Other expenses	6,681	13,443	-	20,124
Total Expenses	$ 1,531,928	$ 305,246	$ 420,275	$ 2,257,449

Saddleback College Foundation

Statements of Cash Flows
Years Ended June 30, 2024 and 2023

	2024	2023
Operating Activities		
Contributions received and special events receipts, net of amounts restricted for long-term purposes	$ 1,978,484	$ 79,755
Campus programs receipts	83,838	27,563
Other receipts	-	44,422
Interest and dividends, net of fees	141,777	132,461
Payments to/on behalf of employees	(118,605)	6,314
Payments to suppliers	(742,949)	(679,870)
Payments to/on behalf of students	(539,464)	(460,007)
Net Cash Provided by (Used in) Operating Activities	803,081	(849,362)
Investing Activities		
Purchase of investments	(1,698,501)	(2,488,756)
Proceeds from sale of investments	1,447,430	3,241,780
Net Cash Provided by (Used in) Investing Activities	(251,071)	753,024
Financing Activities		
Collections of contributions restricted for long-term purposes	112,246	101,229
Net Cash Provided by Financing Activities	112,246	101,229
Change in Cash	664,256	4,891
Cash, Beginning of Year	198,726	193,835
Cash, End of Year	$ 862,982	$ 198,726
Reconciliation of Change in Net Assets to Net Cash Provided by (Used in) Operating Activities		
Change in net assets	$ 1,031,577	$ 1,033,349
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Net unrealized gain on investments	(486,255)	(649,747)
Realized (gain)/loss on investments	(223,271)	46,493
Change in beneficial interest in assets held by the Foundation for California Community Colleges	(63,554)	(38,913)
Amortization of discount on promises to give	(72,558)	(70,695)
Contributions restricted for long-term purposes	(112,246)	(101,229)
Changes in assets and liabilities		
Accounts receivable	(63,754)	(741)
Due from South Orange County Community College District	727,825	(1,191,573)
Prepaid expenses	(6,213)	(11,363)
Promises to give, net of discount	86,015	100,000
Accounts payable	11,771	(19,893)
Due to South Orange County Community College District	(43,192)	51,334
Pass-through scholarships payable	16,936	3,616
Net Cash Provided by (Used in) Operating Activities	$ 803,081	$ (849,362)

See Notes to Financial Statements

Note 1 - Nature of Organization and Summary of Significant Accounting Policies

Organization and Nature of Activities

Saddleback College Foundation (the Foundation) is a California, nonprofit public benefit corporation founded on December 5, 2003, for the purpose of receiving contributions to further the educational purposes of Saddleback College (the College) which is part of the South Orange County Community College District (the District). The principal sources of revenue for the Foundation include donor contributions and investment related income.

Financial Statement Presentation

The accompanying financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-210-50. Under ASC 958-210-50, the Foundation is required to report information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions. In addition, the Foundation is required to present a statement of cash flows. Revenues and expenses are recorded when incurred in accordance with the accrual basis of accounting.

The Foundation and the District are financially interrelated organizations as defined by ASC Topic 958-605, *Transfers of Assets to a Nonprofit or Charitable Trust that Holds Contributions for Others*. Under ASC Topic 958-605, the Foundation reflects contributions received for the benefit of the District as revenue in its financial statements. The expenses related to these contributions are accounted for under program and supporting services.

Net Asset Accounting

Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets without Donor Restrictions - Net assets available for general operations and not subject to donor restrictions. Net assets without donor restrictions represents all resources over which the Board of Directors has discretionary control for use in operating the Foundation. The governing board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets with Donor Restrictions - Net assets subject to donor restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Foundation reports contributions restricted by donors as increases in net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

Concentrations – Custodial Credit Risk

Custodial credit risk is the risk that in the event of bank failure, the Foundation's deposits may not be returned to it. As of June 30, 2024 and 2023, the Foundation's cash balances are collateralized at 110% in accordance with applicable California state law.

The Foundation maintains investment balances at financial institutions in excess of Securities Investor Protection Corporation (SIPC) limits. Concentration risk is managed by placing investment balances with financial institutions believed by the Foundation to be creditworthy. Management believes credit risk is limited.

Accounts Receivable

Accounts receivable consists primarily of amounts due from related parties and donations receivable. Management has deemed all amounts as collectable; therefore, no allowance for uncollectable amounts is considered necessary.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are initially recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue in the statements of activities. The Foundation determines the allowance for doubtful contributions based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Management has deemed all amounts as collectable; therefore, no allowance for doubtful accounts is considered necessary.

Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Revenue Recognition

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Campus programs revenue primarily consists of ticket sales for various campus departmental events or sales of goods, and revenue is recognized at the time the event occurs or when the sale of goods takes place. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift. The Foundation records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

In-kind Contributions

In-kind contributions include donated services, donated professional fees, and other in-kind contributions which are recorded at the respective fair values of the goods or services received. The Foundation records the value of donated services and professional fees when there is an objective basis available to measure their value. Donated services and professional fees are reflected as support in the accompanying statements at their estimated values at date of donation, based on the fair value of comparable services provided by third parties. Although volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. The Foundation does not sell donated gifts-in-kind.

Administrative Fee

A one-time administrative fee of 5% is assessed on all gifts. Endowed accounts will be subject to an annual fee of 2% calculated based on the rolling prior four quarterly averages of each fund's market value as of June 30. This fee is recognized as net assets released from donor restriction to support the ongoing operations of the Foundation.

Allocation of Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, based upon management's estimates on the basis of time and effort, donated service costs have been allocated among the programs, management and general, and fundraising activities.

Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Income Taxes

The Foundation is a nonprofit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and classified by the Internal Revenue Service as other than a private foundation and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California *Revenue and Taxation Code*.

The Foundation has adopted FASB ASC Topic 740 that clarifies the accounting for uncertainty in tax positions taken or expected to be taken on a tax return and provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if, based on its merits, the position is more likely than not to be sustained on audit by the taxing authorities. Management believes that all tax positions taken to date are highly certain and, accordingly, no accounting adjustment has been made to the financial statements. The Foundation would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Adoption of New Accounting Standard

As of July 1, 2023, the Foundation adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASU 2016-13)*, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The CECL model is applicable to the measurement of credit losses on financial assets measured at amortized cost, including trade and loan receivables, and held to maturity debt securities. CECL requires entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The update also requires that credit losses on available-for-sale debt securities be presented as an allowance rather than a write-down of the security. This standard provides financial statement users with more decision useful information about the expected losses on financial instruments.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following:

	2024	2023
Cash	$ 862,982	$ 198,726
Accounts receivable	64,495	741
Due from South Orange County Community College District	531,609	1,259,434
Promises to give, current portion	84,000	84,000
Investments	397,810	267,399
Total Financial Assets Available Within One Year	$ 1,940,896	$ 1,810,300

The Foundation uses these sources to meet its ongoing obligations with respect to general expenditures, liabilities, and other obligations as they become due. Cash in excess of daily requirements is invested in various short-term investments with maturities designed to meet obligations as they come due.

Note 3 - Investments

Investments are presented at fair value in the financial statements and are comprised of the following at June 30:

	2024	2023
Money market funds	$ 397,810	$ 267,399
Corporate bonds	688,689	607,182
Exchange traded funds	2,626,251	2,375,117
Treasury bills	860,382	659,293
Municipal bonds	229,009	235,155
Mutual funds	1,993,728	1,867,862
Equities	2,176,148	2,042,239
Alternative investments	898,795	855,968
Total	$ 9,870,812	$ 8,910,215

The following schedule summarizes the investment return and its classification in the statements of activities for the year ended June 30:

	2024	2023
Realized gain (loss) on investments	$ 223,271	$ (46,493)
Unrealized gain on investments	486,255	649,747
Interest and dividends	179,030	166,257
Total Investment Income	888,556	769,511
Investment expenses	(37,253)	(33,796)
Total Investment Income, Net of Expenses	$ 851,303	$ 735,715

Note 4 - Beneficial Interest in Assets Held by the Foundation for California Community Colleges-Osher Endowment Scholarship

The Foundation for California Community Colleges (FCCC) has created a permanent endowment fund intended to provide scholarship support to California community college students in perpetuity. The fund began in May 2008 with a $25 million lead gift from The Bernard Osher Foundation. The Bernard Osher Foundation will provide scholarship matching funds annually to colleges that participate. In order to take advantage of this opportunity, the Foundation and its donors have contributed $803,440. As of June 30, 2024 and 2023, the ending balance of the Osher Endowment Scholarship was $1,010,232 and $946,678, respectively. The Foundation receives no additional interest or dividends on the balance held at the FCCC and does not participate in the investment management of the funds. All donations to the FCCC Osher Endowment Scholarship must remain in the fund permanently and cannot be returned or used for other purposes.

Note 5 - Fair Value Measurements and Disclosures

Certain assets are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 - Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

The fair value of beneficial interests in charitable trusts is determined using present value techniques and risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the underlying assets and is based on the fair value of trust investments as reported by the trustees. The fair value of the beneficial interest in assets held by the Foundation for California Community Colleges (FCCC) is based on the fair value of fund investments as reported by the Foundation. These are considered to be Level 3 measurements.

The Foundation uses net asset value (NAV) per share, or its equivalent, such as member units or an ownership interest in partners' capital, as a practical expedient to estimate the fair values of certain hedge funds and real estate investment trusts, which do not have readily determinable fair values. Investments that are measured at fair value using NAV per share as a practical expedient are not classified in the fair value hierarchy.

Assets and Liabilities Recorded at Fair Value on a Recurring Basis

The following table presents the balances of the assets measured at fair value on a recurring basis as of June 30:

	2024			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 397,810	$ -	$ -	$ 397,810
Corporate bonds	-	688,689	-	688,689
Exchange traded funds	2,626,251	-	-	2,626,251
Treasury bills	860,382	-	-	860,382
Municipal bonds	-	229,009	-	229,009
Mutual funds	1,993,728	-	-	1,993,728
Equities	2,176,148	-	-	2,176,148
Beneficial interest in assets held by FCCC	-	-	1,010,232	1,010,232
Total	$ 8,054,319	$ 917,698	$ 1,010,232	$ 9,982,249
Alternative investments measured at net asset value				$ 898,795

	2023			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 267,399	$ -	$ -	$ 267,399
Corporate bonds	-	607,182	-	607,182
Exchange traded funds	2,375,117	-	-	2,375,117
Treasury bills	659,293	-	-	659,293
Municipal bonds	-	235,155	-	235,155
Mutual funds	1,867,862	-	-	1,867,862
Equities	2,042,239	-	-	2,042,239
Beneficial interest in assets held by FCCC	-	-	946,678	946,678
Total	$ 7,211,910	$ 842,337	$ 946,678	$ 9,000,925
Alternative investments measured at net asset value				$ 855,968

The Foundation did not have any liabilities measured at fair value on a recurring basis as of June 30, 2024 and 2023. The Foundation did not have any assets or liabilities measured at fair value on a non-recurring basis as of June 30, 2024 and 2023.

Investments in certain entities that are measured at fair value using NAV per share as a practical expedient are as follows at June 30:

	2024			
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Real estate investment trust	$ 435,535	$ -	Monthly	None
Hedge funds	463,260	-	Illiquid (1)	95 days
	$ 898,795	$ -		

	2023			
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Real estate investment trust	$ 429,404	$ -	Monthly	None
Hedge funds	426,564	-	Illiquid (1)	95 days
	$ 855,968	$ -		

(1) The hedge fund's board, in its sole and absolute discretion, may authorize the fund to make a tender offer to repurchase units at the net asset value per unit on June 30 and December 31 each year.

The significant investment strategies of the real estate investment trust include providing attractive current income in the form of regular, stable cash distributions; preserving and protecting invested capital; realizing appreciation in NAV from proactive investment management and asset management; and providing an investment alternative for stockholders seeking to allocate a portion of their long-term investment portfolios to commercial real estate with lower volatility than public real estate companies.

The hedge funds investment objective is capital appreciation with limited variability of returns. The hedge fund seeks to achieve this objective by allocating capital to a select group of alternative asset managers and the investment funds they operate. The hedge fund primarily invests across four core hedge fund strategies: relative value, market neutral and hedged equity, event-driven, and distressed and credit securities.

Note 6 - Promises to Give

Unconditional promises to give are estimated to be collected as follows at June 30:

	2024	2023
Promises to give before unamortized discount	$ 1,557,575	$ 1,643,590
Less: Unamortized discount	(185,132)	(257,690)
Promises to Give, Net of Discount	$ 1,372,443	$ 1,385,900

	2024	2023
Amounts due within one year	$ 84,000	$ 84,000
Amounts due within one to five years	240,000	220,000
Amounts due within more than five years	1,233,575	1,339,590
Less: Unamortized discount	(185,132)	(257,690)
Subtotal Long-Term Portion of Promises to Give	1,288,443	1,301,900
Total	$ 1,372,443	$ 1,385,900

As of June 30, 2024 and 2023, promises to give were discounted using a rate of 6%.

Note 7 - Pass-through Scholarships Payable

The Foundation acts as a fiscal agent for departments, organizations, and groups of Saddleback College. Accordingly, at June 30, 2024 and 2023, $31,037 and $14,101 of the Foundation's assets belong to other parties, respectively. The Foundation does not have legal access nor any discretion over the amounts held for others behalf.

Note 8 - Board Designated Net Assets

Net assets without donor restrictions that have been board designated for the Saddleback College Emeritus Institute amounted to $642,963 and $672,474 at June 30, 2024 and 2023, respectively.

Note 9 - Net Assets with Donor Restrictions

Donor-restricted net assets with time and/or purpose restrictions consist of the following at June 30:

	2024	2023
Campus programs and scholarships	$ 1,339,266	$ 1,233,071
Endowments - accumulated and unspent earnings, and board designated balances	3,742,026	3,321,225
Total	$ 5,081,292	$ 4,554,296

Donor-restricted net assets with perpetual restrictions consist of the following at June 30:

	2024	2023
Osher endowment	$ 1,010,232	$ 946,678
Endowments related to scholarships	3,324,228	3,274,475
Total	$ 4,334,460	$ 4,221,153

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose specified by the donors as follows for the years ended June 30:

	2024	2023
Satisfaction of Purpose Restrictions		
Campus programs and scholarships	$ 675,949	$ 540,903

Note 10 - Endowments

The Foundation has interpreted the California Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor-restricted endowment funds, unless there are explicit donor stipulations to the contrary. At June 30, 2024 and 2023 there were no such donor stipulations. As a result of this interpretation, the Foundation retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA. The following factors are considered in making a determination to appropriate or accumulate donor-restricted endowment funds:

a. The duration and preservation of the fund.
b. The mission of the Foundation and the purpose of the donor-restricted endowment fund.
c. General economic conditions.
d. The possible effect of inflation and/or deflation.
e. The expected total return from income and the appreciation of investments.
f. Other resources of the Foundation.
g. The investment policy of the Foundation.

Risk Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as Board-designated funds. Since the purpose of endowments is to provide scholarships and other benefits in perpetuity, endowment funds are invested with a long-term perspective. The policy is to protect the principal, over the long-term, and yet maximize the investment earnings so as to maximize the benefit provided by the endowment. The Foundation expects its endowment funds, measured over a full market cycle or spending rate of ten years, to achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of fund assets. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy

The Foundation has a policy to annually designate a base spending rate on the principal of the endowment fund. In setting the base spending rate, the Foundation considers the rate of increase in the Consumer Price Index, the average annual investment return, and the operating cost rate for the previous calendar year. Accordingly, over the long-term, the Foundation expects the current spending policy to allow its endowment to grow. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term, as well as to provide additional real growth through new gifts and investment return.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA required the Foundation to retain as a fund of perpetual duration. These deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new restricted contributions and continued appropriation for certain programs that are deemed prudent by the Board of Governors. In accordance with US GAAP, there are no funds with deficiencies of this nature that are reported in net assets as of June 30, 2024 and 2023, respectively.

Endowment net asset composition by type of fund as of June 30, 2024 and 2023 are as follows:

	2024	
	Without Donor Restrictions	With Donor Restrictions
Donor-restricted endowment funds	$ -	$ 655,913
Board-designated endowment funds	642,963	7,420,573
Total	$ 642,963	$ 8,076,486

	2023	
	Without Donor Restrictions	With Donor Restrictions
Donor-restricted endowment funds	$ -	$ 655,913
Board-designated endowment funds	672,474	6,886,465
Total	$ 672,474	$ 7,542,378

Changes in endowment net assets as of June 30, 2024 and 2023, are as follows:

	2024	
	Without Donor Restrictions	With Donor Restrictions
Endowment net assets, beginning of year	$ 672,474	$ 7,542,378
Contributions	-	112,246
Investment income (loss), net of expenses	(29,511)	628,727
Amounts appropriated for expenditures	-	(206,865)
Endowment net assets, end of year	$ 642,963	$ 8,076,486

	2023	
	Without Donor Restrictions	With Donor Restrictions
Endowment net assets, beginning of year	$ 657,629	$ 6,657,631
Contributions	-	101,229
Board designation of endowment	-	500,212
Investment income, net of expenses	14,845	487,083
Amounts appropriated for expenditures	-	(203,777)
Endowment net assets, end of year	$ 672,474	$ 7,542,378

Note 11 - In-kind Contributions

The Foundation was given program and service support from the South Orange County Community College District. The following is a breakdown of these in-kind donated services and professional fees at June 30:

	2024	2023
Donated services	$ 1,209,484	$ 1,073,032
Donated professional fees	36,955	10,200
Total	$ 1,246,439	$ 1,083,232

During the year ended June 30, 2024 and 2023, the Foundation also received donated assets and services from various donors, which the Foundation passed through to the District for use in its programs.

	2024	2023
Donated assets passed through to the District	$ 36,229	$ 16,960
Total	$ 36,229	$ 16,960

All in-kind contributions received during the years ended June 30, 2024 and 2023 were without donor restrictions.

Note 12 - Related Party Transactions

South Orange County Community College District (the District)

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the Foundation directors and staff. Additionally, the District pays professional fees for services rendered on behalf of the Foundation. The donated services and professional fees for the year ended June 30, 2024 were valued at $1,209,484 and $36,955, respectively. The donated services and professional fees for the fiscal year ended June 30, 2023 were valued at $1,073,032 and $10,200, respectively. These amounts have been reflected in the financial statements as donated services and donated professional fees revenues and expenses.

At June 30, 2024 and 2023, the Foundation had outstanding receivables from the District in the amounts of $531,609 and $1,259,434, respectively. At June 30, 2024 and 2023, the Foundation had $64,444 and $107,636, respectively, in outstanding payables due to the District.

Note 13 - Subsequent Events

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from June 30, 2024 through November 4, 2024, which is the date the financial statements were available to be issued and has determined there are no needed recognitions or disclosures.

EideBailly

CPAs & BUSINESS ADVISORS

November 4, 2024

Board of Directors
Saddleback College Foundation
Mission Viejo, California

We have audited the financial statements of Saddleback College Foundation (the Foundation) as of and for the year ended June 30, 2024, and have issued our report thereon dated November 4, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our letter dated August 26, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the Foundation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Foundation's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Foundation is included in Note 1 to the financial statements. As discussed in Note 1, the Foundation has adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326); Measurement of Credit Losses on Financial Instruments* during the year ended June 30, 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most significant estimate affecting the financial statements is:

> *Present Value Discounting of Promises to Give* - Management's estimate of the factor used to discount promises to give is determined by past experience, market rates, and industry practice. We evaluated the key aspects and assumptions used to factor discount promises and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated November 4, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Foundation, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, business conditions affecting the Foundation, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Foundation's auditors.

This report is intended solely for the information and use of the Board of Directors and management of the Foundation, and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Financial Statements
June 30, 2024

ATEP Facilities Corporation

EideBailly®

eidebailly.com

ATEP Facilities Corporation

Table of Contents

June 30, 2024

Independent Accountant's Review Report 1

Statement of Financial Position 3
Statement of Activities 4
Statement of Cash Flows 5
Notes to Financial Statements 6

EideBailly
CPAs & BUSINESS ADVISORS

Independent Accountant's Review Report

Board of Directors
ATEP Facilities Corporation
Mission Viejo, California

We have reviewed the accompanying financial statements of the ATEP Facilities Corporation (the Corporation) (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Corporation management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

ATEP Facilities Corporation

Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Investments	$ 61,293
Accounts receivable	2,285
Due from South Orange County Community College District	147,318
Total Current Assets	210,896
Total Assets	$ 210,896
Liabilities	
Current liabilities	
Due to South Orange County Community College District	$ 210,896
Total Current Liabilities	210,896
Total Liabilities	210,896
Net Assets	
Without donor restrictions	
Undesignated	-
Total Liabilities and Net Assets	$ 210,896

ATEP Facilities Corporation

Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions
Revenues	
Common area maintenance charges	$ 18,892
Contribution from South Orange County Community College District	146,204
Total Revenues	165,096
Expenses	
Management and general	
Utilities	25,206
Security	139,890
Total Expenses	165,096
Change in Net Assets	-
Net Assets, Beginning of Year	-
Net Assets, End of Year	$ -

ATEP Facilities Corporation

Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ -
Changes in operating assets and liabilities	
Accounts receivable	(2,285)
Due from South Orange County Community College District	(147,318)
Due to South Orange County Community College District	110,896
Net Cash from Operating Activities	(38,707)
Financing Activities	
Proceeds from South Orange County Community College District	100,000
Net Cash from Financing Activities	100,000
Net Increase in Cash	61,293
Cash and Cash Equivalents, Beginning of Year	-
Cash and Cash Equivalents, End of Year	$ 61,293

Note 1 - Nature of Organization and Significant Accounting Policies

Organization

The ATEP Facilities Corporation (the Corporation) is a California, nonprofit public benefit corporation founded on July 6, 2018, to promote the public purposes of the South Orange County Community College District (the District) and to lessen the burdens of the District by operating, maintaining, and managing the Advanced Technology Education Park (ATEP) located in Tustin, California. The purpose of ATEP is to offer applied education and training programs in current and emerging technological careers driven by innovative business, industry, and education partnerships to further the educational purposes of the District.

Financial Statement Presentation

The Corporation and the District are financially interrelated organizations as defined by Accounting Standards Codification (ASC) Topic 958-605, *Transfers of Assets to a Nonprofit or Charitable Trust that Holds Contributions for Others*.

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). The Financial Accounting Standards Board (FASB) has established the ASC as the source of authoritative accounting principles to be applied in the preparation of financial statements in accordance with GAAP. The financial statements include the accounts maintained by and directly under the control of the Corporation. In addition, the Corporation is required to present a statement of cash flows.

The Corporation is required to report information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions. Currently, the Corporation does not have any net assets with donor restrictions.

Investments

The Corporation's investment in the County Treasury is measured at fair value on a recurring basis, which is determined by the fair value per share of the underlying portfolio determined by the program sponsor. Positions in this investment pool are not required to be categorized within the fair value hierarchy. For the purposes of our statement of cash flows, the Corporation's investment in the County Treasury is classified as cash.

Accounts Receivable

Accounts receivable is comprised of interest receivable and amounts due from tenants of ATEP for common area maintenance charges net of an allowance for credit losses. The Corporation determines its allowance by considering a number of factors, including the length of time receivables are past due, a customer's current ability to pay their obligations, as well as forecasted economic conditions that could impact future collections. Management believes that the information it has compiled is a reasonable base on which to determine expected credit losses for accounts receivable held at June 30, 2024. Receivables are written off when they become uncollectible. At June 30, 2024, management had determined that all outstanding receivables were fully collectable.

Revenue and Revenue Recognition

Common area maintenance and other services charges are recognized in the year in which performance obligations are satisfied, typically when the activity or services are rendered.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates, and those estimates could be material.

Income Taxes

The Corporation is a charitable, not-for-profit, tax-exempt organization qualified under provisions of Section 501(c)(3) of the Internal Revenue Code and corresponding California provisions. Accordingly, no provision for income taxes has been provided in the financial statements. For the year ended June 30, 2024, there was no unrelated business activity income.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following:

	2024
Investments	$ 61,293
Accounts receivable	2,285
Due from South Orange County Community College District	147,318
Total Financial Assets Available Within One Year	$ 210,896

Liquidity Management

To manage liquidity, the Corporation structures its financial assets to be available as its general expenditures, liabilities, and other obligations come due. District staff on behalf of the Corporation's management monitor daily cash balances.

Additionally, on behalf of the Corporation, the District has implemented cash management procedures, that include the monthly reconciliation of banked and invested cash deposits and disbursements to receipts and disbursement records.

Note 3 - Related Parties

During the year ended June 30, 2024, the District loaned $100,000 to the Corporation to allow them the cash flow to cover operational expenses as the Corporation began to generate revenue. This amount is included in the liabilities to the District on the statement of net position. In addition, during the year, the District also assisted the Corporation by paying for operational expenses which the Corporation will reimburse to the District. During the year ended June 30, 2024, the District paid the Corporation for common area maintenance charges in the amount of $16,832 and made an additional contribution to the Corporation in the amount of $146,204. As of June 30, 2024, the Corporation had outstanding payables due to the District in the amount of $210,896 and an outstanding receivable from the District in the amount of $147,318.

Note 4 - Subsequent Events

The Corporation's management has evaluated events or transactions from June 30, 2024, through November 4, 2024, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that require additional disclosure in the Corporation's financial statements.

Financial Statements
June 30, 2024

Foundation for South Orange County Community College District

EideBailly®

eidebailly.com

Foundation for South Orange County Community College District

Table of Contents

June 30, 2024

Independent Accountant's Review Report 1

Statement of Financial Position 3
Statement of Activities 4
Statement of Functional Expenses 5
Statement of Cash Flows 6
Notes to Financial Statements 7

EideBailly
CPAs & BUSINESS ADVISORS

Independent Accountant's Review Report

Board of Directors
Foundation for South Orange County Community College District
Mission Viejo, California

We have reviewed the accompanying financial statements of the Foundation for South Orange County Community College District (the Foundation) (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Foundation management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Eide Bailly LLP

Rancho Cucamonga, California
November 4, 2024

Foundation for South Orange County Community College District

Statement of Financial Position

June 30, 2024

Assets	
Current assets	
Cash	$ 24,760
Total Current Assets	24,760
Total Assets	$ 24,760
Net Assets	
Without donor restrictions	
Undesignated	$ 24,760
Total Net Assets	$ 24,760

Foundation for South Orange County Community College District

Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions
Revenues and Support	
Contributions	$ 8,000
Donated professional fees	2,400
Total Revenues and Support	10,400
Expenses	
Management and general	3,958
Total Expenses	3,958
Change in Net Assets	6,442
Net Assets, Beginning of Year	18,318
Net Assets, End of Year	$ 24,760

Foundation for South Orange County Community College District

Statement of Functional Expenses

Year Ended June 30, 2024

	Management and General
District event refreshments	$ 1,431
Seminars and conferences	102
Donated professional fees	2,400
Other operating expenses	25
Total Functional Expenses	$ 3,958

Foundation for South Orange County Community College District

Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities		
Change in net assets	$	6,442
Changes in operating liabilities		
Accounts payable		(85)
Net Cash Provided by Operating Activities		6,357
Net Increase in Cash		6,357
Cash, Beginning of Year		18,403
Cash, End of Year	$	24,760

Note 1 - Nature of Organization and Significant Accounting Policies

Organization

The Foundation for South Orange County Community College District (the Foundation) is a California, nonprofit public benefit corporation founded on July 5, 2005, for the purpose of receiving contributions to further the educational purposes of the South Orange County Community College District (the District). The principal source of revenue for the Foundation include donor contributions.

Financial Statement Presentation

The Foundation and the District are financially interrelated organizations as defined by Accounting Standards Codification (ASC) Topic 958-605, *Transfers of Assets to a Nonprofit or Charitable Trust that Holds Contributions for Others*. Under ASC Topic 958-605, the Foundation reflects contributions received for the benefit of the District as revenue in its financial statements. The expenses related to these contributions are accounted for under program expenses.

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). The Financial Accounting Standards Board (FASB) has established the ASC as the source of authoritative accounting principles to be applied in the preparation of financial statements in accordance with GAAP. The financial statements include the accounts maintained by and directly under the control of the Foundation. In addition, the Foundation is required to present a statement of cash flows.

Net Assets

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for general use and not subject to donor restrictions.

Net Assets With Donor Restrictions - Net assets that are contributions and endowment investment earnings subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature that may or will be met, either by actions of the Foundation and/or the passage of time. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Foundation did not have any net assets with donor restrictions at June 30, 2024.

Cash

Cash consists of cash held in checking accounts. Cash accounts maintained by the Foundation are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). At June 30, 2024, the cash balances were fully insured.

Revenue and Revenue Recognition

Contributions are measured at their fair value at the date of contribution and are reported as an increase in net assets. The Foundation reports gifts of cash or other assets in the category designated by the donor, either without or with restrictions. The Foundation reports gifts of goods and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. For contributions without explicit donor stipulation about how the contributions are to be spent, the Foundation reports these contributions as without donor restrictions.

Donated Services and Goods

Donated services are recognized as contributions if the services create or enhance nonfinancial assets or require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Foundation. Donated services received from the District per the terms of the Master Agreement are recorded as contributions at the estimated fair value that the Foundation would have otherwise paid for the same service. The value of those contributed items is recognized as both revenue and expense to the Foundation.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates, and those estimates could be material.

Income Taxes

The Foundation is a charitable, not-for-profit, tax-exempt organization qualified under provisions of Section 501(c)(3) of the Internal Revenue Code and corresponding California provisions. Accordingly, no provision for income taxes has been provided in the financial statements. The Foundation annually files information returns, Forms 990, 199, and RRF-1, with the appropriate agencies. There was no unrelated business activity income.

The Foundation has adopted FASB ASC Topic 740 that clarifies the accounting for uncertainty in tax positions taken, or expected to be taken, on a tax return and provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if, based on its merits, the position is more likely than not to be sustained on audit by the taxing authorities. Management believes that all tax positions taken to date are highly certain and, accordingly, no accounting adjustment has been made to the financial statements.

Allocation of Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statement of functional expenses. Accordingly, there are no shared costs among the programs and support services that require allocation.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date is comprised of cash of $24,760.

Liquidity Management

To manage liquidity, the Foundation structures its financial assets to be available as its general expenditures, liabilities and other obligations come due. District staff on behalf of the Foundation management monitor daily cash balances.

Additionally, on behalf of the Foundation, the District has implemented cash management procedures, that include the monthly reconciliation of banked and invested cash deposits and disbursements to receipts, disbursement records and donor accounts.

Note 3 - Related Parties

The Foundation received contributions from Saddleback College Foundation and Irvine Valley College Foundation, related not-for-profit organizations. These contributions totaled $4,000 for the year ending June 30, 2024. Additionally, for the year ending June 30, 2024, the Foundation was given service support from the District in the amount of $2,400 for donated professional fees.

Note 4 - Subsequent Events

The Foundation's management has evaluated events or transactions from June 30, 2024, through November 4, 2024, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that require additional disclosure in the Foundation's financial statements.

8. PRESENTATIONS/DISCUSSION ITEMS

Subject	**8.3 SOCCCD: Career Education Update**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

SOCCCD Board Policy 4020 provides oversight of program and curriculum development, including Career Education Programs, and administers California Education Code 78016 to ensure regular program evaluation for quality and currency.

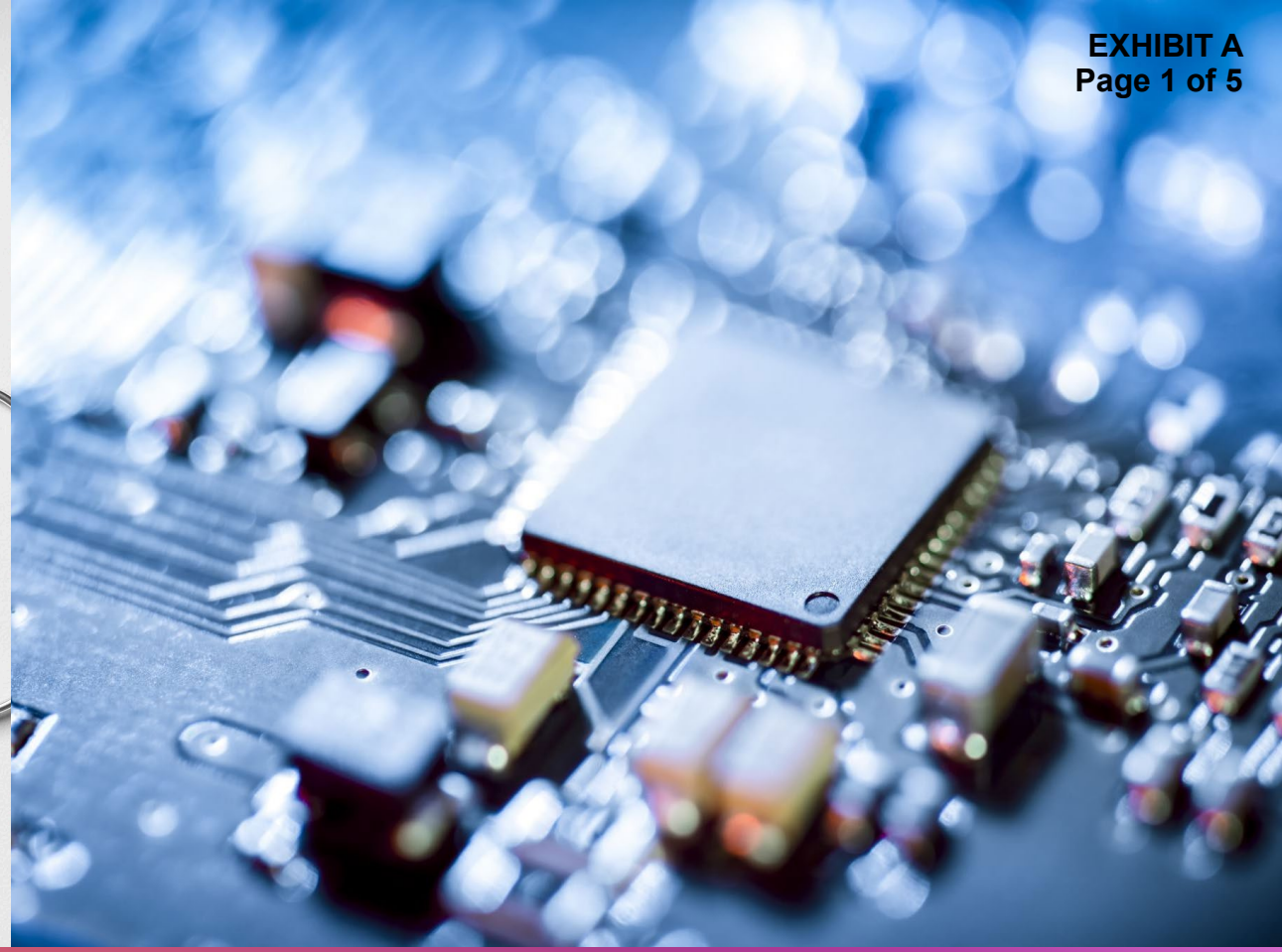
Program specific updates are provided to the Board as needed and a comprehensive update, in the form of a Career Education (CE) Board Report is provided biennially. Saddleback College and Irvine Valley College previously provided the Board of Trustees with their respective CE Board Reports in Fall 2023.

STATUS

In an effort to keep the Board of Trustees informed about new programs and future growth opportunities, Exhibit A provides a mid-cycle update and highlights a few select programs.

Item Submitted by*: Dr. Christopher McDonald, Vice Chancellor, Educational and Technology Services*

File Attachments
SOCCCD_Exh A_Career Education Programs.pdf (705 KB)



Career Education Showcase

November 18, 2024

New Programs for 2024 – 2025

Irvine Valley

Non-credit "Bridge" Programs

Healthcare Pathways (ELL)

- English for Pharmacy Tech
- English for EMT
- English for Dental Asst.

Certificate

Game and Interactive Media Arts Design

AA/AS Degree Programs

Game and Interactive Media Arts Design

Public Health

Saddleback

Non-credit "Bridge" Programs

Healthcare Pathways

- Community Health Worker
- EMT

Cosmetology Pathways

Workplace/Business Pathways

Auto/Transportation Pathways

Cert/AA/AS Degree Programs

Public Health Informatics & Technology

Kinesiology

Musical Theatre

Transfer Degree Programs

Agriculture Plant Science

Law, Public Policy, and Society

Public Health

Irvine Valley Showcase

California Community College Chancellor's Office / United Domestic Workers (UDW) – IVC Cohort 2.

- Early Childhood Education
- Information Technology: Business Information Worker
- Information Technology: Networking
- Paralegal Studies

Adult English as a Second Language Alignment with workforce needs

- English for Professional Communication
- English for Child Development: Human Development
- English for Legal Services: Paralegal Studies
- English for Using Computers: Computer Information Management

Saddleback Showcase

Supporting Adult Learners

Partnership with United Domestic Workers Union (Cohort1)
& SOCRC English Language Learners Advance in Healthcare

Bridge Programs	Certificate/Associates	Transfer
▪ CNA & ACU ▪ Community Health Worker ▪ EMT ▪ Home Health Aide ▪ Phlebotomy ▪ Medical Assisting	▪ Alcohol & Drug Studies ▪ Mental Health Worker ▪ Nursing ▪ Public Health Info & Technology	▪ Human Services ▪ Kinesiology ▪ Nutrition & Dietetics ▪ Pre-professional Public Health

Future Opportunities that Meet Workforce Demand

Irvine Valley

Programs Being Explored

- Biomedical Equipment Technology (CR, F’26, IDEA)
- Home Health Aide (CR/NC, F’26, IDEA)
- Psychiatric Technician (CR, F’26)
- Community Health Worker (CR/NC, F’27)
- Dental Assistant (CR, F’27, IDEA)
- Dental Hygienist (CR, F’27, IDEA)
- Physical Therapy Assistant (CR, F’29)
- Respiratory Technician (CR/NC, F’27)

Saddleback

Programs in Development

- AS-T in Computer Science (CR, F'25)
- AS-T in Justice Administration (CR, F'25)
- AA-T in Human Services (CR, F'25)
- Health Analytics (CR, SP'26)
- Surgical Technician (CR, SP'26)
- Physical Therapy Assistant (CR, SU'28)

9. 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.

Subject	**9.1 Approval of Consent Calendar items**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action, Consent
Recommended Action	Approve Consent Calendar items as listed.

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 a separate action.

9. 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.

Subject	**9.2 SOCCCD: Board of Trustees Regular Meeting Minutes**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent, Minutes
Minutes	View Minutes for Oct 28, 2024 - Meeting of the Board of Trustees - October 28, 202

Minutes from October 28, 2024 Regular Meeting of the Board of Trustees are submitted to the Board for review and approval.

9. 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.

Subject	**9.3 Saddleback College: Curriculum Changes for the 2025-26 Academic Year**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

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 changes to the curriculum of the College for the 2025-26 academic year. Exhibit A includes revised and deleted courses, Exhibit B includes a new program, and Exhibit C includes revised programs. The new, revised, and deleted 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 Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2025-26 academic year as listed in Exhibits A, B, and C.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College*

File Attachments
SC1_Exhibits Curriculum Revisions.pdf (367 KB)

School/ Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				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
				DE=distance education
				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
AD	ARTH 26	96190.00	ART HIST: REN-CONT	rec prep fr ~~**Completion of or concurrent enrollment in ENG 1A or ENG 1AH**~~ to **Completion of or concurrent enrollment in ENGL C1000 or ENGL C1000H**, val

AD	COMM 1	~~806010.05~~ **806010.25**	COMMUNICATION FUND	crs id fr ~~COMM 1~~ to **COMM C1000**, ti fr ~~COMMUNICATION FUNDAMENTALS~~ to **INTRODUCTION TO PUBLIC SPEAKING**, rec prep fr ~~ENG 1A/1AH with a grade of "C" or better~~ to **none**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE
AD	COMM 1H	~~806010.00~~ **806010.35**	HON COMMUNICATION FND	crs id fr ~~COMM 1H~~ to **COMM C1000H**, ti fr ~~HONORS COMMUNICATION FUNDAMENTALS~~ to **INTRODUCTION TO PUBLIC SPEAKING - HONORS**, rec prep fr ~~ENG 1A or 1AH with a grade of "C" or better~~ to **none**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE
AD	COMM 110	992960.00	RHETORIC POP CULTURE	cat desc, sch desc, txt
AD	CTVR 3	180200.00	AMERICAN CINEMA	cat desc, sch desc
AD	CWE 180	~~405010.00~~ **993069.00**	CO-OP-ED-ETT	crs id fr ~~CWE 180~~ to **ETT 180WE**, ti fr ~~CO-OP-ED ENTERTAINMENT AND THEATRE TECHNOLOGY~~ to **ENTERTAINMENT AND THEATRE TECHNOLOGY WORK EXPERIENCE**, cat desc, sch desc, hrs fr ~~0 hr lec/0 hr lab/7.23 or 9.04 hrs lrng cntr~~ to **0 hr lec/0 hr lab/6 hrs lrng cntr**, txt, rpt fr ~~R-I-1~~ to **R-I-4**
AD	ID 122	~~429812.00~~ **429812.10**	HIST INT ARCH-FURN I	crs id fr ~~ID 122~~ to **ID 22**, UC Transferable Course code fr ~~N - No UC credit~~ to **Y - UC Credit**, cat desc, sch desc, txt
AD	ID 125	~~429813.00~~ **429813.10**	HIST INT ARCH-FURN II	crs id fr ~~ID 125~~ to **ID 25**, UC Transferable Course code fr ~~N - No UC credit~~ to **Y - UC Credit**, cat desc, sch desc, txt
AD	TA 150	836120.00	SUMMER CONSERVATORY	dc
AD	TA 151	836140.20	SUMMER CONSERV: PROD	dc
AD	TA 154	433401.10	SUMMER CONSER:LAT 20	dc
AD	TA 155	433404.10	SUMMER CONSERV:CONTEM	dc
BI	BUS 104	500050.05	BUSINESS COMMUNICATN	prereq fr ~~BUS 103 or ENG 1A or ENG 1AH~~ to **BUS 103 or ENGL C1000 or ENGL C1000H**, val
HW	HIT 101	650738.00	ALT H/C DELIV SYS	dc
HW	HIT 109	992446.00	ICD DIAGN CODING	dc
HW	HIT 110	650736.00	ICD PROCEDURE CODING	dc
HW	HIT 115	650740.00	CPT AMBUL CARE CODNG	dc
HW	HIT 116	992444.00	PERF IN HLTHCRE	dc
HW	HIT 119	992456.00	MGMT H/C RESOURCES	dc
HW	HIT 122	650739.00	REIMB METHOD	dc
HW	HIT 130	992443.00	DIRECTED PRACTICE	dc
HW	HIT 222	374056.00	ADV COD APPL	dc

KN	IA 2	668020.00	MEN'S BASKETBALL	dv
KN	IA 2	~~668020.05~~ **993071.00**	MEN'S BASKETBALL	hrs fr ~~**0 lec/10 lab/0 lrng cntr**~~ to **0 lec/5.0-10.0 hrs lab/0 hr lrng cntr**, units fr ~~**3.0**~~ to **1.5-3.0**, retaining rpt 3 times
KN	IA 20	992693.00	OFF SEASON TRAINING	dv
KN	IA 20	992693.10	OFF SEASON TRAINING	dv
KN	IA 20	~~992693.05~~ **993072.00**	OFF SEASON TRAINING	hrs fr ~~**0 lec/10 lab/0 lrng cntr**~~ to **0 lec/2.5-10.0 hrs lab/0 hr lrng cntr**, units fr ~~**3.0**~~ to **0.5-3.0**, retaining rpt 3 times
KN	IA 30	992689.00	OFF SEASON TRAINING	dv
KN	IA 30	992689.10	OFF SEASON TRAINING	dv
KN	IA 30	~~992689.05~~ **993073.00**	OFF SEASON TRAINING	hrs fr ~~**0 lec/10 lab/0 lrng cntr**~~ to **0 lec/2.5-10.0 hrs lab/0 hr lrng cntr**, units fr ~~**3.0**~~ to **0.5-3.0**, retaining rpt 3 times
KN	IA 100	992953.00	IA ESPORTS	dv
KN	IA 100	~~992954.00~~ **993070.00**	IA ESPORTS	hrs fr ~~**0 lec/10 lab/0 lrng cntr**~~ to **0 lec/5.0-10.0 hrs lab/0 hr lrng cntr**, units fr ~~**3.0**~~ to **1.5-3.0**, retaining rpt 3 times
KN	KNES 32	992957.00	SPORTS IN FILM	ti fr ~~**SPORTS IN FILM**~~ to **SPORTS AND FILM**, cat desc, sch desc, tps, lrng obj, assign, moe, DE
SH	CDE 15	992365.00	CHILD,FAMILY,COMM	rec prep fr ~~**Eligibility for ENG 1A or 1AH**~~ to **none**
SH	CDE 18	416090.10	EXCEPTIONAL CHLDRN	rec prep fr ~~**Eligibility for ENG 1A or 1AH**~~ to **none**, cat desc, sch desc, gr opt fr ~~**Letter Grade or Pass/No Pass**~~ to **Letter Grade only**, moe
SH	CDE 31	254020.00	EDUC PSYCHOLOGY	rec prep fr ~~**Eligibility for ENG 1A or 1AH**~~ to **none**
SH	CDE 101	433414.00	PRIN PRAC YNG CHLD	rec prep fr ~~**CDE 7 and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 7**
SH	CDE 110	416080.00	INTRO TO CURRICULUM	rec prep fr ~~**CDE 7, CDE 101, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 7 and CDE 101**
SH	CDE 111	416230.00	CHILD GUIDE/COM	rec prep fr ~~**Eligibility for ENG 1A or 1AH**~~ to **none**
SH	CDE 112	432508.00	HEALTH,SAFETY,NUTRIT	rec prep fr ~~**CDE 101, CDE 7, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101 and CDE 7**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, moe, val
SH	CDE 113	416140.00	MATH SCIENCE IN ECE	cat desc, sch desc, rec prep fr ~~**CDE 101, CDE 7, CDE 110, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 7, and CDE 110**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, tps, txt, val

SH	CDE 114	406105.00	CREATIVE ART ECE	cat desc, sch desc, rec prep fr ~~**CDE 101, CDE 7, CDE 110, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 7, and CDE 110**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, tps, lrng obj, assign, moe, txt, val, DE
SH	CDE 115	416130.00	LITERACY IN ECE	cat desc, sch desc, rec prep fr ~~**CDE 101, CDE 7, CDE 110, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 7, and CDE 110**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, assign, moe, txt, val
SH	CDE 117	416070.00	TEACH DIVERSE SOCIETY	~~**rec prep fr CDE 101, CDE 7, CDE 15, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 7, and CDE 15**
SH	CDE 119	542156.00	CHALLENGING BEHAVIORS	rec prep fr ~~**CDE 7 and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 7**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, tps, moe, val
SH	CDE 120	416040.00	OBSV/ASSESSMENT	rec prep fr ~~**CDE 101, CDE 110, and eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101 and CDE 110**
SH	CDE 121	416160.10	PRACTICUM-ST TEACH	rec prep fr ~~**Eligibility for ENG 1A or ENG 1AH**~~ to **none**
SH	CDE 123	416055.00	INF/TODD DEV	rec prep fr ~~**CDE 101 and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101**
SH	CDE 124	~~**542155.00**~~ **542155.05**	PRESCHOOL CHLD DEV	crs id fr ~~**CDE 124**~~ to **CDE 24**, UC Transferable Course code fr ~~**N - No UC credit**~~ to **Y - UC credit**, ti fr ~~**PRESCHOOL AND EARLY PRIMARY CHILD DEVELOPMENT**~~ to **CHILD DEVELOPMENT: PRESCHOOL AND EARLY PRIMARY**, rec prep fr ~~**Eligibility for ENG 1A or ENG 1AH**~~ to **none**, cat desc, sch desc, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, moe, txt
SH	CDE 126	~~**542164.00**~~ **542164.05**	SCH AGE/ADOL DEV	crs if fr ~~**CDE 126**~~ to **CDE 26**, UC Transferable Course code fr ~~**N - No UC credit**~~ to **Y - UC credit**, rec prep fr ~~**Eligibility for ENG 1A or ENG 1AH**~~ to **none**, cat desc, sch desc, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, txt
SH	CDE 127	430818.00	ADULT SUPV MENT	rec prep fr ~~**CDE 101, CDE 110, and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101 and CDE 110**

SH	CDE 128	416200.00	ADMIN I - PROGRAM ECE	cat desc, sch desc, rec prep fr ~~**CDE 101, CDE 110, and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101 and CDE 110**, gr opt fr ~~**Letter Grade only**~~ to **Letter Grade or Pass/No Pass**, tps, lrng obj, moe, txt, val, DE
SH	CDE 129	416210.00	ADMIN II LEAD IN ECE	rec prep fr ~~**CDE 101, CDE 110, and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101 and CDE 110**
SH	CDE 133	416060.00	CARE EDUC INF/TOD	rec prep fr ~~**CDE 101, CDE 110, CDE 123, and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 110, and CDE 123**
SH	CDE 135	450180.00	INTRO CHILD SP NEEDS	rec prep fr ~~**CDE 101, CDE 15, CDE 7, CDE 110, and Eligibility for ENG 1A or ENG 1AH**~~ to **CDE 101, CDE 15, CDE 7 and CDE 110**
SH	CDE 200	450192.00	GARD WITH YOUNG CHILD	dc
SH	ENG 1A	~~**284010.00**~~ **284010.20**	PRIN OF COMPOSITION I	crs id fr ~~**ENG 1A**~~ to **ENGL C1000**, ti fr ~~**PRINCIPLES OF COMPOSITION I**~~ to **ACADEMIC READING AND WRITING**, prereq fr ~~**Placement by the current assessment process**~~ to **Placement as determined by the college's multiple measures assessment process**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE
SH	ENG 1AH	~~**992785.00**~~ **992785.05**	HONORS PRIN OF COMP I	crs id fr ~~**ENG 1AH**~~ to **ENGL C1000H**, ti fr ~~**HONORS PRINCIPLES OF COMPOSITION I**~~ to **ACADEMIC READING AND WRITING - HONORS**, prereq fr ~~**Placement by the current assessment process**~~ to **Placement as determined by the college's multiple measures assessment process**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE
SH	ENG 1B	~~**284020.00**~~ **284020.20**	PRIN OF COMPOSITION 2	crs id fr ~~**ENG 1B**~~ to **ENGL C1001**, ti fr ~~**PRINCIPLES OF COMPOSITION II**~~ to **CRITICAL THINKING AND WRITING**, prereq fr ~~**ENG 1A or ENG 1AH with a grade of "C" or better**~~ to **College-level composition (ENGL C1000/ENGL C1000H/ENGL C1000E/C-ID ENGL 100) or equivalent**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE

SH	ENG 1BH	~~650742.00~~ **650742.05**	HONORS PRINC COMP II	crs id fr ~~ENG 1BH~~ to **ENGL C1001H**, ti fr ~~HONORS PRINCIPLES OF COMPOSITION II~~ to **CRITICAL THINKING AND WRITING - HONORS**, prereq fr ~~ENG 1A or ENG 1AH with a grade of "C" or better~~ to **College-level composition (ENGL C1000/ENGL C1000H/ENGL C1000E/C-ID ENGL 100) or equivalent**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE
SH	ENG 18	314090.00	SHAKESPEARE TRAGEDIES	rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, tps, lrng obj, assign, moe
SH	ENG 24	428961.00	ETHNIC VOICES IN LIT.	ti fr ~~ETHNIC VOICES IN LITERATURE - THE AMERICAN EXPERIENCE~~ to **ETHNIC VOICES IN LITERATURE - EXPERIENCES IN THE US**, rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, cat desc, sch desc, tps, moe, DE
SH	ENG 27A	314210.00	INTRO TO THE NOVEL	rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, txt
SH	ENG 27AH	405113.00	HONORS INTR TO NOVEL	cat desc, sch desc, rec prep fr ~~Eligibility for ENG 1A~~ to **none**, gr opt fr ~~Letter Grade only~~ to **Letter Grade or Pass/No Pass**, txt
SH	ES 1	429609.00	INTRO ETHNIC STUDIES	cat desc, sch desc
SH	HUM 2	428020.00	ORIG WEST CULT IN LIT	rec prep fr ~~ENG 200~~ to **none**, txt
SH	HUM 21	428070.05	SEARCH-IDEAS OF SELF	cat desc, rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, tps, moe, txt, DE fr ~~no~~ to **yes**
SH	PHIL 1	662010.00	INTRO TO PHILOSOPHY	cat desc, sch desc, rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, txt, DE
SH	PHIL 1H	374053.00	HONORS INTRO PHIL	cat desc, sch desc, rec prep fr ~~Eligibility for ENG 1A or ENG 1AH~~ to **none**, gr opt fr ~~Letter Grade only~~ to **Letter Grade or Pass/No Pass**, txt
SH	PS 1	~~710010.05~~ **710010.20**	AMERICAN GOVERNMENT	crs id fr ~~PS 1~~ to **POLS C1000**, ti fr ~~AMERICAN GOVERNMENT~~ to **AMERICAN GOVERNMENT AND POLITICS**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE
SH	PS 1H	~~405109.00~~ **405109.05**	HONORS AMERICAN GOVT	crs id fr ~~PS 1H~~ to **POLS C1000H**, ti fr ~~HONORS AMERICAN GOVERNMENT~~ to **AMERICAN GOVERNMENT AND POLITICS - HONORS**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE
SH	PSYC 1	~~728010.00~~ **728010.05**	INTRO TO PSYCH	crs id fr ~~PSYC 1~~ to **PSYC C1000**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE

SH	PSYC 1H	~~405103.00~~ **405103.05**	HONORS INTRO PSYCH	crs id fr ~~PSYC 1H~~ to **PSYC C1000H**, ti fr ~~HONORS INTRODUCTION TO PSYCHOLOGY~~ to **INTRODUCTION TO PSYCHOLOGY - HONORS**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, DE
SH	PSYC 3	728030.00	BIOLOGICAL PSYCHOLOGY	sch desc, prereq fr ~~PSYC 1 or PSYC 1H~~ to **PSYC C1000 or PSYC C1000H**, txt, val, DE
SH	PSYC 5	728036.00	PSY ASPECT HUMAN SEXU	sch desc, rec prep fr ~~PSYC 1 or PSYC 1H~~ to **PSYC C1000 or PSYC C1000H**, txt, val, DE
SH	PSYC 7	416010.10	DEVELOPMENTAL PSYC	rec prep fr ~~PSYC 1 or PSYC 1H~~ to **PSYC C1000 or PSYC C1000H**, txt, val, DE
SH	PSYC 25	992369.00	PSYCHOLOGY OF AGING	cat desc, sch desc, rec prep fr ~~PSYC 1 or PSYC 1H~~ to **PSYC C1000 or PSYC C1000H**, txt, val, DE
SH	PSYC 30	728070.05	SOCIAL PSYCHOLOGY	cat desc, sch desc, rec prep fr ~~PSYC 1 or PSYC 1H or SOC 1 or SOC 1H~~ to **PSYC C1000 or PSYC C1000H or SOC 1 or SOC 1H**, txt, val, DE
SH	PSYC 37	728120.00	ABNORMAL BEHAVIOR	sch desc, prereq fr ~~PSYC 1 or PSYC 1H~~ to **PSYC C1000 or PSYC C1000H**, txt, val, DE
SH	SOC 30	728070.10	SOCIAL PSYCHOLOGY	cat desc, sch desc, rec prep fr ~~PSYC 1 or PSYC 1H or SOC 1 or SOC 1H~~ to **PSYC C1000 or PSYC C1000H or SOC 1 or SOC 1H**, moe, txt, val, DE
SM	ASTR 21	431639.00	THE SOLAR SYSTEM	cat desc, sch desc, txt, DE
SM	BIO 113	~~144990.00~~ **144990.10**	HUMAN ANATMY & PHYSIO	crs id fr ~~BIO 113~~ to **BIO 13**, UC transferable code fr ~~N - No UC Credit~~ to **Y - UC Credit**, cat desc, sch desc, txt, DE
SM	ENGR 31	272050.00	STATICS	sr
SM	ENV 1	326010.00	INTRO.ENVIR.STUDIES	cat desc, sch desc, tps, assign, txt, DE
SM	GEOL 21	431639.10	THE SOLAR SYSTEM	cat desc, sch desc, txt, DE
SM	GEOL 170	356130.07	GFS-NAT PKS/MONUMENT	txt
SM	MATH 10	~~518100.00~~ **518100.10**	INTRO TO STATISTICS	crs id fr ~~MATH 10~~ to **STAT C1000**, prereq fr ~~Clearance from the current placement process or completion of Intermediate Algebra or equivalent course with a "C" grade or better.~~ to **Placement as determined by the college's multiple measures assessment process or completion of a course taught at or above the level of intermediate algebra.**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE

SM	MATH 10H	518100.05	HONORS INTRODUCTION TO STATISTICS	crs id fr ~~**MATH 10H**~~ to **STAT C1000H**, ti fr ~~**HONORS INTRODUCTION TO STATISTICS**~~ TO **INTRODUCTION TO STATISTICS - HONORS**, prereq fr ~~**Clearance from the current placement process or completion of Intermediate Algebra or equivalent course with a "C" grade or better.**~~ to **Placement as determined by the college's multiple measures assessment process or completion of a course taught at or above the level of intermediate algebra.**, cat desc, sch desc, tps, lrng obj, assign, moe, txt, val, DE
SM	MS 205	992475.00	MSFS - ANZA-BORREGO	dc
SM	PHYS 2B	698020.00	INTRO TO PHYSICS	sch desc, txt, DE

SADDLEBACK COLLEGE
NEW PROGRAM
ACADEMIC YEAR 2025-2026

New
Social Work and Human Services
Associate in Arts for Transfer

The Associate in Arts in Social Work and Human Services for Transfer degree prepares students for transfer into majors such as interdisciplinary Health and Human Services, Criminal Justice, Human Services, Social Work, and Sociology. Coursework provides students with direct fieldwork exposure, elements of case assessment and case management, ethical conduct and understanding the qualities of an effective human services professional, while incorporating critical thinking and self-exploration. Upon completion of the degree, students will have a strong academic foundation in interdisciplinary Social and Human Services and satisfy lower-division requirements for transfer to the CSU in preparation for upper-division baccalaureate study or entry into the workforce in state and county agencies, non-profits, and case management and social services work. Students who complete this degree receive priority admission to the CSU system, though admission to a specific campus or major is not guaranteed.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Assess client strengths and needs in the context of whole person within culture.**
- **Demonstrate working knowledge of community agencies, which deliver human services locally, and statewide.**
- **Demonstrate and identify the qualities of an effective human services professional.**
- **Critically evaluate and analyze systematic factors contributing to social services needs.**
- **Understand ethical principles and policies guiding competent provision of services.**

Associate Degree for Transfer Requirements

1. **Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:**
   a. **The California General Education Transfer Curriculum (Cal-GETC).**
   b. **A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.**
2. **Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.**

Required Core:

HS 100	**Introduction to Human Services**	**3**
HS 110*	**Field Instruction and Seminar I**	**3.5**
HS 150*	**Field Instruction and Seminar II**	**3.5**

SADDLEBACK COLLEGE
NEW PROGRAM
ACADEMIC YEAR 2025-2026

Select one

SOC 1	**Introduction to Sociology**	**3**
or		
SOC 1H	**Honors Introduction to Sociology**	**3**

Select one

PSYC C1000*	**Introduction to Psychology**	**3**
or		
PSYC C1000H*	**Introduction to Psychology - Honors**	**3**

Select one

BUS 10*	**Business Statistics**	**3**
or		
STAT C1000*	**Introduction to Statistics**	**3**
or		
STAT C1000H*	**Introduction to Statistics - Honors**	**3**
or		
PSYC 44*	**Statistics for the Behavioral Sciences**	**3**

Select one

BIO 11*	**Human Anatomy**	**4**
or		
BIO 12*	**Human Physiology**	**4**
or		
BIO 13	**Human Anatomy and Physiology**	**4**

Select one

ECON 4*	**Principles (Micro)**	**3**
or		
ECON 4H*	**Honors Principles of Microeconomics**	**3**
or		
ECON 2*	**Principles (Macro)**	**3**
or		
ECON 2H*	**Honors Principles of Macroeconomics**	**3**

List A: Select two courses

HS 19	**Introduction to Criminal Justice System**	**3**
or		
SOC 19	**Introduction to Criminal Justice System**	**3**
ANTH 2	**Cultural Anthropology**	**3**
or		
ANTH 2H	**Honors Cultural Anthropology**	**3**
CDE 7*	**Child Growth and Development**	**3**
CDE 15*	**Child, Family, and Community**	**3**
COMM 20	**Intercultural Communication**	**3**
PSYC 37*	**Abnormal Behavior**	**3**
HS 120*	**Human Development in the Social Environment**	**3**

SADDLEBACK COLLEGE
NEW PROGRAM
ACADEMIC YEAR 2025-2026

HS 170	**Alcohol and Other Drugs in Our Society**	**3**
or		
HS 172*	**Physiological Effects and Pharmacology of Alcohol and Drugs**	**3**
HS 105	**Ethical Issues and Clients' Rights**	**3**
or		
HS 131	**Multicultural and Diverse Populations in the United States**	**3**
or		
HS 140	**Group Leadership and Group Process**	**3**
	Total Units for the Major	**32**

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Cinema-Television-Radio
Certificate of Achievement

The Cinema-Television-Radio Certificate of Achievement provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. The courses focus on specialized technical skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, that mirror real-world tasks as well as specific media analysis. Additionally, courses offer the opportunity to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Demonstrate readiness for employment in the media production industry.
- Apply skills and knowledge required for employment in the media production industry.
- Produce a demo reel showcasing media industry skills.

Required Core

CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3

Completion of One Specialty Area (~~15~~ units)
Cinema Specialty
Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (~~9~~ units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

Television Specialty
Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3

Revised
Cinema-Television-Radio
Certificate of Achievement

The Cinema-Television-Radio Certificate of Achievement provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. The courses focus on specialized technical skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, that mirror real-world tasks as well as specific media analysis. Additionally, courses offer the opportunity to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Demonstrate readiness for employment in the media production industry.
- Apply skills and knowledge required for employment in the media production industry.
- Produce a demo reel showcasing media industry skills.

Required Core

CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3

Completion of One Specialty Area (<u>14-15</u> units)
Cinema Specialty
Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (<u>8-9</u> units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
<u>CTVR 180WE</u>	**<u>Cinema, TV, Radio Work Experience</u>**	**<u>2</u>**

Television Specialty
Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (<u>8-9</u> units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

Radio Specialty
Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

Post Production Specialty
Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Radio Specialty
Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Post Production Specialty
Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Screen Acting and Voice Performance Specialty
Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
TA 190	Acting for Television and Film	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~
CWE 180	**Cooperative Work Experience-Cinema, TV, Radio**	**2**

Critical Studies Specialty
Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3

Restricted Electives: (~~9~~ units)

CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**2**~~
ENG 52*	The Film as Literature	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3

Total Units for the Certificate ~~21~~

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

Screen Acting and Voice Performance Specialty
Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
TA 190	Acting for Television and Film	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Critical Studies Specialty
Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
or		
CTVR 3H	**Honors History and Appreciation of American Cinema**	**3**

Restricted Electives: (8-9 units)

CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**
ENG 52*	The Film as Literature	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3

Total Units for the Certificate 20-21

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Cinema-Television-Radio
Associate of Science

The Cinema-Television-Radio degree provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. Topics focus on specialized technical skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, that mirror real-world tasks as well as specific media analysis. Opportunities to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field are embedded throughout the program. Jobs that utilize the knowledge and skills in this degree include camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent. This program provides and encourages both field and studio work in the student's area of specialty. Course options include participation in internships at various stations and facilities.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Core

CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3

Completion of One Specialty Area (~~15~~ units)
Cinema Specialty
Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (~~9~~ units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

Television Specialty
Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3

Revised
Cinema-Television-Radio
Associate of Science

The Cinema-Television-Radio degree provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. Topics focus on specialized technical skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, that mirror real-world tasks as well as specific media analysis. Opportunities to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field are embedded throughout the program. Jobs that utilize the knowledge and skills in this degree include camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent. This program provides and encourages both field and studio work in the student's area of specialty. Course options include participation in internships at various stations and facilities.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Core

CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3

Completion of One Specialty Area (<u>14-15</u> units)
Cinema Specialty
Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (<u>8-9</u> units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
<u>CTVR 180WE</u>	**<u>Cinema, TV, Radio Work Experience</u>**	**<u>2</u>**

Television Specialty
Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (<u>8-9</u> units)

CTVR 31*	Film Production I	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**2**~~

Radio Specialty
Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**2**~~

Post Production Specialty
Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3

CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Radio Specialty
Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Post Production Specialty
Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~

Screen Acting and Voice Performance Specialty
Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (~~9~~ units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
TA 190	Acting for Television and Film	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
CWE 180	**Cooperative Work Experience-Cinema, TV, Radio**	**2**

Critical Studies Specialty
Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3

Restricted Electives: (~~9~~ units)

CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~2~~
ENG 52*	The Film as Literature	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3
	Total Units for the Major	~~21~~

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

Screen Acting and Voice Performance Specialty
Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (8-9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
TA 190	Acting for Television and Film	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Critical Studies Specialty
Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
or		
CTVR 3H	**Honors History and Appreciation of American Cinema**	**3**

Restricted Electives: (8-9 units)

CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**
ENG 52*	The Film as Literature	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3
	Total Units for the Major	**20-21**

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Associate of Science Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the ~~**CSU-GE and IGETC**~~ pattern~~**s**~~ in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Associate of Science Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the **Cal-GETC** pattern in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Cinema-Television-Radio Career Skills
Certificate of Achievement

The Cinema-Television-Radio Career Skills Certificate of Achievement is designed for seasoned professionals who wish to hone their skills and/or cross-over to another area of media production. It provides opportunities to gain the fundamental proficiencies and understanding in career skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, to work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. The courses focus on specialized technical skills that mirror real-world tasks as well as specific media analysis. Additionally, they build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Accurately use the language and vocabulary of video production.
- Demonstrate upgraded skills and knowledge required for employment in their selected specialty.
- Produce a demo reel showcasing media industry skills.

Required Core

CTVR 101	Video Production Basics	3

Completion of One Specialty Area (9-~~10~~ units)

Cinema Specialty
Required Course:

CTVR 31*	Film Production I	3

Restricted Electives: 6-~~7~~ units

CTVR 32*	Film Production II	3
CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~

Television Specialty
Required Course:

CTVR 124*	Television Production I	3

Restricted Electives: 6-~~7~~ units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 151	Non-Linear Editing I	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~

Radio Specialty
Required Course:

CTVR 110	Audio Production	3

Restricted Electives: 6-~~7~~ units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 113*	Radio Broadcasting	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 191	Voice-Over and Announcing	3
~~CWE 180~~	~~Cooperative Work Experience-Cinema, TV, Radio~~	~~1~~

Revised
Cinema-Television-Radio Career Skills
Certificate of Achievement

The Cinema-Television-Radio Career Skills Certificate of Achievement is designed for seasoned professionals who wish to hone their skills and/or cross-over to another area of media production. It provides opportunities to gain the fundamental proficiencies and understanding in career skills, including film/TV producing, directing, cinematography, video editing, production design, radio announcing and acting, to work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting and Voice Performance, or Critical Studies. The courses focus on specialized technical skills that mirror real-world tasks as well as specific media analysis. Additionally, they build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Accurately use the language and vocabulary of video production.
- Demonstrate upgraded skills and knowledge required for employment in their selected specialty.
- Produce a demo reel showcasing media industry skills.

Required Core

CTVR 101	Video Production Basics	3

Completion of One Specialty Area (9-<u>11</u> units)

Cinema Specialty
Required Course:

CTVR 31*	Film Production I	3

Restricted Electives: 6-<u>8</u> units

CTVR 32*	Film Production II	3
CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
<u>CTVR 180WE</u>	**<u>Cinema, TV, Radio Work Experience</u>**	**<u>2</u>**

Television Specialty
Required Course:

CTVR 124*	Television Production I	3

Restricted Electives: 6-<u>8</u> units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 151	Non-Linear Editing I	3
<u>CTVR 180WE</u>	**<u>Cinema, TV, Radio Work Experience</u>**	**<u>2</u>**

Radio Specialty
Required Course:

CTVR 110	Audio Production	3

Restricted Electives: 6-<u>8</u> units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 113*	Radio Broadcasting	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 191	Voice-Over and Announcing	3
<u>CTVR 180WE</u>	**<u>Cinema, TV, Radio Work Experience</u>**	**<u>2</u>**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Post Production Specialty
Required Course:

CTVR 151	Non-Linear Editing I	3

Restricted Electives: 6-~~7~~ units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~

Screen Acting and Voice Performance Specialty
Required Course:

CTVR 290	Acting for the Camera I	3

Restricted Electives: 6-~~7~~ units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 191	Voice-Over and Announcing	3
TA 190	Acting for Television and Film	3
CTVR 291	Acting for the Camera II – Creating a Character	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~

Critical Studies Specialty
Required Course:

CTVR 3	The History and Appreciation of American Cinema	3

Restricted Electives: 6-~~7~~ units

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3
~~**CWE 180**~~	~~**Cooperative Work Experience-Cinema, TV, Radio**~~	~~**1**~~

Total Units for the Certificate 12-~~13~~

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

Post Production Specialty
Required Course:

CTVR 151	Non-Linear Editing I	3

Restricted Electives: 6-8 units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Screen Acting and Voice Performance Specialty
Required Course:

CTVR 290	Acting for the Camera I	3

Restricted Electives: 6-8 units

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 191	Voice-Over and Announcing	3
TA 190	Acting for Television and Film	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Critical Studies Specialty
Required Course:

CTVR 3	The History and Appreciation of American Cinema	3
or		
CTVR 3H	**Honors History and Appreciation of American Cinema**	**3**

Restricted Electives: 6-8 units

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 4	Cinematic Storytelling	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 100	Introduction to Cinema, Television, and Radio	3
TA 47	Disney: Broadway, Film, Theme Parks, and Beyond	3
TA 48	From Stage to Screen: Broadway to Hollywood	3
CTVR 180WE	**Cinema, TV, Radio Work Experience**	**2**

Total Units for the Certificate 12-14

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Musical Theatre
Associate of Arts

The Associate of Arts degree in Musical Theater is designed for students interested in entering Musical Theatre as a career. This program trains students to sing, act, and dance which are the skills needed to become a successful triple threat in the industry. The Musical Theater A.A. degree will prepare students for transfer who are interested in pursuing further education and training to major in Musical Theater or Acting at a four-year institution as well as support career goals for those who want to enter the profession immediately.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proficiency in acting by being able to break down a scene into its component part and perform in front of a class and an audience.
- Demonstrate proficiency in singing by singing in front of a class and an audience.
- Demonstrate proficiency in dancing by performing choreographed dance routines in front of a class and an audience.

Required Core

MUS 81*	Intermediate Voice	1.5
MUS 92*	Musicianship I	1
MUS 93*	Musicianship II	1
ETT 40	Stagecraft	3
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
~~**TA 3***~~	~~**Scene Study II**~~	~~**3**~~
TA 10	Musical Theatre Techniques	3
TA 107*	Scene Study for American Musical Theatre	3
DANC 52	Ballet Dancing Level I	1
DANC 53*	Intermediate Ballet	1
Select one		
DANC 58	Jazz Dancing Level I	1
or		
DANC 59*	Intermediate Jazz Dancing	1
Select one		
DANC 60	Introduction to Tap Dancing	1
or		
DANC 61	Tap Dancing Level I	1
or		
DANC 62*	Intermediate Tap Dancing	1

Restricted Electives (3 units)

TA 15*	Rehearsal and Performance – Drama	3
TA 16*	Rehearsal and Performance – Comedy	3

Revised
Musical Theatre
Associate of Arts

The Associate of Arts degree in Musical Theater is designed for students interested in entering Musical Theatre as a career. This program trains students to sing, act, and dance which are the skills needed to become a successful triple threat in the industry. The Musical Theater A.A. degree will prepare students for transfer who are interested in pursuing further education and training to major in Musical Theater or Acting at a four-year institution as well as support career goals for those who want to enter the profession immediately.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proficiency in acting by being able to break down a scene into its component part and perform in front of a class and an audience.
- Demonstrate proficiency in singing by singing in front of a class and an audience.
- Demonstrate proficiency in dancing by performing choreographed dance routines in front of a class and an audience.

Required Core

MUS 81*	Intermediate Voice	1.5
MUS 92*	Musicianship I	1
MUS 93*	Musicianship II	1
ETT 40	Stagecraft	3
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
TA 10	Musical Theatre Techniques	3
TA 107*	Scene Study for American Musical Theatre	3
DANC 52	Ballet Dancing Level I	1
DANC 53*	Intermediate Ballet	1
Select one		
DANC 58	Jazz Dancing Level I	1
or		
DANC 59*	Intermediate Jazz Dancing	1
Select one		
DANC 60	Introduction to Tap Dancing	1
or		
DANC 61	Tap Dancing Level I	1
or		
DANC 62*	Intermediate Tap Dancing	1

Restricted Electives: Complete 3 units

TA 3*	**Scene Study II**	**3**
TA 12*	**Directing**	**3**
TA 15*	Rehearsal and Performance – Drama	3
TA 16*	Rehearsal and Performance – Comedy	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

TA 17*	Rehearsal and Performance – Mixed Genres	3
TA 19*	Rehearsal and Performance – Musical Theatre	3
~~**TA 150***~~	~~**Summer Conservatory Musical Theatre**~~	~~**2**~~
~~**TA 151***~~	~~**Summer Conservatory Musical Theatre – Production**~~	~~**2**~~
~~**TA 154***~~	~~**Summer Conservatory Late 20th Century Musical Theatre**~~	~~**2**~~
~~**TA 155***~~	~~**Summer Conservatory Contemporary Musical Theatre**~~	~~**2**~~
MUS 35*	Contemporary Choir	2
TA 4*	Acting Styles I	3
TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3
TA 43	Stage Make-Up	3
TA 190	Acting for Television and Film	3
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 67*	Pointe Ballet	1
DANC 67*	Pointe Ballet	1.5
DANC 71*	Advanced Ballet	1
DANC 71*	Advanced Ballet	1.5
DANC 72*	Advanced Modern Dance	1
DANC 72*	Advanced Modern Dance	1.5
DANC 73*	Advanced Jazz Dance	1
DANC 73*	Advanced Jazz Dance	1.5
DANC 75*	Advanced Tap Dance	1
DANC 78	Hip Hop	1
DANC 79*	Hip Hop Level I	1
DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1

Total Units for the Major ~~28.5~~

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

TA 17*	Rehearsal and Performance – Mixed Genres	3
TA 19*	Rehearsal and Performance – Musical Theatre	3
TA 108	**Audition Techniques**	**3**
MUS 35*	Contemporary Choir	2
TA 4*	Acting Styles I	3
TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3
TA 43	Stage Make-Up	3
TA 190	Acting for Television and Film	3
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 67*	Pointe Ballet	1
DANC 67*	Pointe Ballet	1.5
DANC 71*	Advanced Ballet	1
DANC 71*	Advanced Ballet	1.5
DANC 72*	Advanced Modern Dance	1
DANC 72*	Advanced Modern Dance	1.5
DANC 73*	Advanced Jazz Dance	1
DANC 73*	Advanced Jazz Dance	1.5
DANC 75*	Advanced Tap Dance	1
DANC 78	Hip Hop	1
DANC 79*	Hip Hop Level I	1
DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1

Total Units for the Major 25.5

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the ~~**CSU-GE and IGETC**~~ pattern~~**s**~~ in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the **Cal-GETC** pattern in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Theatre Arts Entertainment and Theatre Technology Certificate of Achievement

The Saddleback College Department of Theatre Arts' Entertainment and Theatre Technology Certificate of Achievement program provides students with a career preparation for entry-level positions in the professional entertainment industry. This comprehensive and intensive program offers students the opportunity to explore fundamentals of a wide variety of practical career opportunities in the entertainment industry including Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Theatre Artist and its Allied Crafts. Technical theatre students participate in the hands-on experience of creating all of the technical elements of Department of Theatre Arts' productions as well as other live events on the Saddleback College campus.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for entry level positions in the professional entertainment industry.
- Demonstrate technical skills in a wide variety of applications related to theatrical production.
- Demonstrate competence in the production of live events.

Required Core

ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
The following course must be taken twice for a total of two units:		
ETT 142♦	Theatre Production	1
ETT 142♦	Theatre Production	1
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 1	Fundamentals of Acting	3
ETT 240*	Advanced Stagecraft	3
TA 20	Theatre Appreciation	3
~~CWE 180*~~	~~Co-Op Ed Entertainment and Theatre Technology~~	~~2~~
ETT 144	Theatre Scenery Painting	2

Restricted Electives: Select one course from each group

Group 1: Appreciation and History

ARTH 20	Art Appreciation	3
CTVR 3	The History and Appreciation of American Cinema	3
DANC 64	History of Dance	3
MUS 20	Music Appreciation	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
TA 22	Musical Theatre History and Appreciation	3

Group 2: Industry Skills

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 242*	Styles of Paint for the Entertainment Industry	3
ETT 244*	Advanced Scenery Painting	3
MUS 118	Digital Multi-Track Music Recording	2.5
MUS 130	Music Production I	2.5

Revised
Theatre Arts Entertainment and Theatre Technology Certificate of Achievement

The Saddleback College Department of Theatre Arts' Entertainment and Theatre Technology Certificate of Achievement program provides students with a career preparation for entry-level positions in the professional entertainment industry. This comprehensive and intensive program offers students the opportunity to explore fundamentals of a wide variety of practical career opportunities in the entertainment industry including Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Theatre Artist and its Allied Crafts. Technical theatre students participate in the hands-on experience of creating all of the technical elements of Department of Theatre Arts' productions as well as other live events on the Saddleback College campus.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for entry level positions in the professional entertainment industry.
- Demonstrate technical skills in a wide variety of applications related to theatrical production.
- Demonstrate competence in the production of live events.

Required Core

ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
The following course must be taken twice for a total of two units:		
ETT 142	Theatre Production	1
ETT 142	Theatre Production	1
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 1	Fundamentals of Acting	3
ETT 240*	Advanced Stagecraft	3
TA 20	Theatre Appreciation	3
ETT 180WE*	**Entertainment and Theatre Technology Work Experience**	**2**
ETT 144	Theatre Scenery Painting	2

Restricted Electives: Select one course from each group

Group 1: Appreciation and History

ARTH 20	Art Appreciation	3
CTVR 3	The History and Appreciation of American Cinema	3
or		
CTVR 3H	**Honors History and Appreciation of American Cinema**	**3**
DANC 64	History of Dance	3
MUS 20	Music Appreciation	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
TA 22	Musical Theatre History and Appreciation	3

Group 2: Industry Skills

ETT 24	**Stage Management**	**3**
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 242*	Styles of Paint for the Entertainment Industry	3
ETT 244*	Advanced Scenery Painting	3
MUS 118	Digital Multi-Track Music Recording	2.5
MUS 130	Music Production I	2.5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

MUS 132	Introduction to Music Technology	2

Total Units for the Certificate 28-29

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

~~♦ Course needs to be taken two times.~~

MUS 132	Introduction to Music Technology	2
TA 43	**Stage Make-Up**	**3**

Total Units for the Certificate 28-29

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Theatre Arts Performance and Acting
Associate of Arts

The Theatre Arts Performance and Acting Associate of Arts Degree program is designed to provide the student the opportunity to obtain professional training and achieve an Associate Degree in Theatre Arts. With this degree, a student can transfer to an institution of higher learning which offers a BA or BFA in Drama Studies, Theatre Arts, Theatre Education and other related Liberal Arts degrees. Students should consult the transfer institutions for concentration specific requirements. A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in Performance and Acting. An Associate of Arts degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain employment in performance, acting, or voice over work.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize standard practices of ensemble playing in a rehearsal/performance environment.
- Compare and analyze the theories and techniques of acting from a historical perspective.
- Analyze texts and scripts as they pertain to performance.
- Demonstrate skill for technical aspects of acting, including physical, vocal, imaginative, analytical and emotional elements.
- Compare and contrast theatrical periods and styles in terms of acting, directing, playwriting, and technical elements.
- Apply imagination and character analysis to identify and describe the personality and motivations of a given character.
- Apply technical processes, including lighting, set, costume, and/or stage make-up design, as they pertain to a given dramatic script.

Required Core

ETT 40	Stagecraft	3
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
TA 3*	Scene Study II	3
TA 11	Stage Movement	3
TA 35	Voice and Diction	3

Group 1: Rehearsal, Performance, and Production (select 2-3 units)

If ETT 142 is selected, course needs to be taken two times

ETT 142✦	Theatre Production	1
and		
ETT 142✦	Theatre Production	1
TA 15*	Rehearsal and Performance – Drama	3
TA 16*	Rehearsal and Performance – Comedy	3
TA 17*	Rehearsal and Performance – Mixed Genres	3
TA 19*	Rehearsal and Performance – Musical Theatre	3
TA 113*	Rehearsal and Performance – Children's Theatre	3

Group 2: Appreciation and History (select one course)

TA 20	Theatre Appreciation	3
~~TA 25~~	~~Theatre History – Primitive to Renaissance~~	~~3~~
TA 22	Musical Theatre History and Appreciation	3

Group 3: Theatre Electives (select one course)

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3

Revised
Theatre Arts Performance and Acting
Associate of Arts

The Theatre Arts Performance and Acting Associate of Arts Degree program is designed to provide the student the opportunity to obtain professional training and achieve an Associate Degree in Theatre Arts. With this degree, a student can transfer to an institution of higher learning which offers a BA or BFA in Drama Studies, Theatre Arts, Theatre Education and other related Liberal Arts degrees. Students should consult the transfer institutions for concentration specific requirements. A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in Performance and Acting. An Associate of Arts degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain employment in performance, acting, or voice over work.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize standard practices of ensemble playing in a rehearsal/performance environment.
- Compare and analyze the theories and techniques of acting from a historical perspective.
- Analyze texts and scripts as they pertain to performance,
- Demonstrate skill for technical aspects of acting, including physical, vocal, imaginative, analytical and emotional elements.
- Compare and contrast theatrical periods and styles in terms of acting, directing, playwriting, and technical elements.
- Apply imagination and character analysis to identify and describe the personality and motivations of a given character.
- Apply technical processes, including lighting, set, costume, and/or stage make-up design, as they pertain to a given dramatic script.

Required Core

ETT 40	Stagecraft	3
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
TA 3*	Scene Study II	3
TA 11	Stage Movement	3
TA 35	Voice and Diction	3

Group 1: Rehearsal, Performance, and Production (select 2-3 units)

If ETT 142 is selected, course needs to be taken two times

ETT 142	Theatre Production	1
and		
ETT 142	Theatre Production	1
TA 15*	Rehearsal and Performance – Drama	3
TA 16*	Rehearsal and Performance – Comedy	3
TA 17*	Rehearsal and Performance – Mixed Genres	3
TA 19*	Rehearsal and Performance – Musical Theatre	3
TA 108	**Audition Techniques**	**3**
TA 113*	Rehearsal and Performance – Children's Theatre	3

Group 2: Appreciation and History (select one course)

TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3

Group 3: Theatre Electives (select one course)

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 4*	Acting Styles I	3
TA 10	Musical Theatre Techniques	3
TA 12*	Directing	3
	Total Units for the Major	**26-27**

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

~~♦ **If ETT 142 is selected, course needs to be taken two times.**~~

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the ~~**CSU-GE and IGETC**~~ pattern~~**s**~~ in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 4*	Acting Styles I	3
TA 10	Musical Theatre Techniques	3
TA 12*	Directing	3
TA 43	**Stage Make-Up**	**3**
	Total Units for the Major	**26-27**

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

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the **Cal-GETC** pattern in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2025-2026

Current
Theatre Arts Technical Theatre
Associate of Arts

The Theatre Arts Technical Theatre Associate of Arts degree program is designed to provide the student the opportunity to obtain professional training and achieve an Associate Degree in Technical Theatre. With this degree, a student can transfer to an institution of higher learning which offers a BA in Drama Studies, Theatre Arts, Theatre Education, Technical Theatre and other related Liberal Arts degrees. A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in the entertainment industry or theatre. An Associate Degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain entry-level employment as a Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Entertainment Artist, or in Allied Crafts.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Demonstrate skills for entry level positions in the professional entertainment industry.
- Demonstrate the basic components of stagecraft.
- Demonstrate a variety of acting techniques.

Required Core

ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
The following course must be taken twice for a total of two units:		
ETT 142♦	Theatre Production	1
ETT 142♦	Theatre Production	1
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 1	Fundamentals of Acting	3

Restricted Electives: Select one course from each group
Group 1: Select one course

TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3
~~**TA 25**~~	~~**Theatre History – Primitive to Renaissance**~~	~~**3**~~

Group 2: Select one course

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 144	Theatre Scenery Painting	2

Total Units for the Major 18-19

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

~~**♦ Course needs to be taken two times.**~~

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the ~~**CSU-GE and IGETC**~~ pattern~~**s**~~ in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Revised
Theatre Arts Technical Theatre
Associate of Arts

The Theatre Arts Technical Theatre Associate of Arts degree program is designed to provide the student the opportunity to obtain professional training and achieve an Associate Degree in Technical Theatre. With this degree, a student can transfer to an institution of higher learning which offers a BA in Drama Studies, Theatre Arts, Theatre Education, Technical Theatre and other related Liberal Arts degrees. A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in the entertainment industry or theatre. An Associate Degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain entry-level employment as a Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Entertainment Artist, or in Allied Crafts.

Program Student Learning Outcomes
Students who complete this program will be able to:

- Demonstrate skills for entry level positions in the professional entertainment industry.
- Demonstrate the basic components of stagecraft.
- Demonstrate a variety of acting techniques.

Required Core

ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
The following course must be taken twice for a total of two units:		
ETT 142	Theatre Production	1
ETT 142	Theatre Production	1
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
TA 1	Fundamentals of Acting	3

Restricted Electives: Select one course from each group
Group 1: Select one course

TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3

Group 2: Select one course

TA 43	**Stage Make-Up**	**3**
ETT 24	**Stage Management**	**3**
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 144	Theatre Scenery Painting	2

Total Units for the Major 18-19

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

Associate of Arts Degree
Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate of Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements or to the **Cal-GETC** pattern in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

9. 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.

Subject	**9.4 Irvine Valley College: Curriculum Revisions for the 2025-2026 Academic Year**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

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

STATUS

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2025-2026 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2025-2026 academic year at IVC.

Item Submitted By: *Dr. John C. Hernandez, President, Irvine Valley College*

File Attachments
IVC EX A Curriculum Revisions 11-18-24 Final.pdf (221 KB)

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2025 – 2026

NEW

SPANISH LANGUAGE - CERTIFICATE OF ACHIEVEMENT

The Certificate of Achievement in the Spanish Language offered at Irvine Valley College is designed to equip students with the essential language skills they need to understand, speak, read, and write in Spanish. This certificate program includes a comprehensive curriculum, spanning four semesters covering beginning and intermediate levels, consisting of Spanish 1 – 4 courses.

The core objective of the Spanish Language Certificate Program is to empower students for successful careers in a variety of professional fields. By completing this program, students will not only enhance their career prospects but also bolster their readiness for academic transfer and lifelong learning endeavors. Moreover, proficiency in Spanish will enable students to effectively engage with Spanish-speaking communities, opening doors to a world of opportunities and intercultural understanding.

Program Learning Outcomes

Upon successful completion of this program, students will be able to:

1. Students will demonstrate the ability to interpret a passage spoken in Spanish in a variety of contexts and formats.
2. Students will demonstrate the ability to read and interpret written material in Spanish of at least four paragraphs in length.
3. Students will demonstrate the ability to write a four paragraph essay in Spanish, clearly and accurately, in a variety of contexts.

Certificate Requirements:

SPAN 1	Beginning Spanish I	5.0
OR		
SPAN 1H	Beginning Spanish I Honors	5.0
SPAN 2	Beginning Spanish II	5.0
OR		
SPAN 2H	Beginning Spanish II Honors	5.0
SPAN 3	Intermediate Spanish I	5.0
SPAN 4	Intermediate Spanish II	5.0

Total: 20.0

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2025 – 2026

REVISED

CAREER PATHS FOR MULTILINGUAL PROFESSIONALS - CERTIFICATE OF COMPETENCY

The Career Paths for Multilingual Professionals Certificate of Competency is a set of three noncredit courses which gives English language learners the advanced English skills, intercultural communicative competence, and foundational knowledge/skills needed to start on a particular career path. Emphasis is on content-specific vocabulary, genre specific grammar/writing conventions, and situationally appropriate functional language. Courses in the program also focus on job search/success skills and the foundational knowledge needed for specific career pathways. All courses in the program are noncredit, open-entry/open-exit.

Program Learning Outcomes

Upon successful completion of this program, students will be able to:

1. Utilize advanced English and intercultural communicative competence to communicate effectively while starting on a career path in the United States.

Certificate Requirements:

Choose 1 from the following (Advanced AESL Skills Course)		**Units: 0.0**
AESL 535	Advanced Pronunciation	0.0
AESL 545	Advanced Conversation	0.0

Choose 1 from the following (AESL Career Search/Success Courses):		**Units: 0.0**
AESL 553	English for Job Success	0.0
AESL 554	English for Career Search: Career Path and Job Application	0.0
AESL 555	English for Professional Communication	0.0

Choose 1 from the following (Foundational Courses for Specific Careers):		**Units: 0.0**
AESL 574	English for Child Development	0.0
AESL 575	English for Instructional Assistants	0.0
AESL 583	English about Health	0.0
AESL 585	English about Law	0.0
CIM 510	Introduction to Computers and Keyboarding	0.0
CIM 520	Google Workspace	0.0
ENTR 522	Starting a Business	**Total: 0.0**

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2025 – 2026

REVISED

ENGLISH FOR MULTILINGUAL EDUCATORS/PARENTS – CERTIFICATE OF PROFICIENCY

The English for Multilingual Educators/Parents Certificate of Competency is a set of 3 noncredit AESL courses for non-native English language learners interested in a career in education or wanting to support their child(ren) (age 0-18) in schools. Emphasis is on the English language needed to successfully interact with children, teachers, parents, and school staff. Courses in the program also focus on cultural background knowledge about American education. Students completing this certificate will be able to utilize high-intermediate level English and intercultural communicative competence to communicate effectively in an educational setting. All courses in the program are noncredit, open-entry/open-exit.

Program Learning Outcomes

Upon successful completion of this program, students will be able to:

1. Utilize high-intermediate level English and intercultural communicative competence to communicate effectively in an educational setting.

Certificate Requirements:

Choose 2 from the following (core courses):		**Units: 0.0**
AESL 523	English for Parents of Elementary School Students	0.0
AESL 524	English for Parents of High School Students	0.0
AESL 574	English for Child Development	0.0
AESL 575	English for Instructional Assistants	0.0

Choose 1 from the following (elective courses):		**Units: 0.0**
AESL 533	Intermediate Pronunciation	0.0
AESL 535	Advanced Pronunciation	0.0
AESL 543	Intermediate Conversation	0.0
AESL 545	Advanced Conversation	0.0
AESL 563	Everyday Vocabulary: Idioms & Common Phrases	0.0

Total: 0.0

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED
COURSES ACADEMIC YEAR 2025-2026

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

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2025-2026

School	Catalog ID	Course ID	Abbreviated Course Title	Action Taken
ART	6310.00	COMM C1000	Introduction to Public Speaking	crs id, ti, cat desc, sch desc, lrng obj, tps, assign, moe, slo, txt
	6310.05	COMM C1000H	Introduction to Public Speaking Honors	crs id, ti, cat desc, sch desc, lrng obj, tps, assign, moe, txt
	14805.00	DNCE 33	Middle Eastern Dance II	crs id, cat desc, sch desc, lrng obj
	14806.00	DNCE 34	Middle Eastern Dance III	crs id, cat desc, sch desc, lrng obj, tps, moe
	14821.00	DNCE 35	Middle Eastern Dance IV	cat desc, sch desc, lrng obj, tps
	14680.00	IMA 100	Introduction to Interactive Media Arts and Design	crs id, lrng obj, tps, moe, slo,
	14461.00	TA 22	Introduction to Theater	moe, slo,
	14296.00	TA 27	Intro to Fine Arts and Musical Theater	cat desc, sch desc, tps, moe, slo, txt
BS	13235.00	ACCT 203	Cost Accounting	assign, moe, slo,tps, txt
HU	14858.00	ENGL 1000	Writing Conference ENGL C1000, C1000H, and ESL 1	crs id, ti, cat desc, sch desc, lrng obj, tps, assign, moe, slo, txt
	6566.00	ENGL C1000	Academic Reading and Writing	crs id, ti, cat desc, sch desc, lrng obj, tps, assign, moe, txt
	6566.00	ENGL C1000H	Academic Reading and Writing Honors	crs id, ti, cat desc, sch desc, lrng obj, tps, assign, moe, txt
	14859.00	ENGL 1001	Writing Conference for ENGL C10001 and C10001H	crs id, ti, cat desc, sch desc, prereq, moe, txt
	6567.00	ENGL C1001	Critical Thinking and Writing	crs id, ti, cat desc, lrng obj, sch desc, prereq, assign, moe, txt
	6567.05	ENGL C1001H	Critical Thinking and Writing Honors	crs id, ti, cat desc, lrng obj, sch desc, prereq, assign, moe, txt
	14829.00	LIT 16	Survey in Contemporary Creative Nonfiction	tps, moe, txt,
	14882.00	HIST 60	Introduction to the History of Science	assign, cat desc, lrng obj, moe, tps,
	5260.00	PHIL 1	Introduction to Philosophy	moe, slo
	14828.00	WR 16	Writing Creative Nonfiction	moe, tps, txt
IDEA	2301.00	ENGR 83	Computer-Aided Design Techniques	cat desc, sch desc, rec prep, tps, moe, slo, txt
LLR	14819.00	CHI 4	Intermediate Chinese II	moe, slo, tps, txt
	14927.00	CHI 21	Introduction to Chinese Culture	tps, txt
	9200.00	TU 301	Supervised Tutoring	slo
LS	14916.00	LIB 20	Critical Thinking and Research Writing	prereq, txt
	14852.00	LIB 20H	Critical Thinking and Research Writing Honors	prereq, txt
MCS	4640.00	STAT C1000	Introduction to Statistics	crs id, ti, cat desc, lrng obj, sch desc, prereq, moe, txt
SBS	5720.00	POLS C1000	American Government and Politics	crs id, ti, cat desc, sch desc, lrng obj, tps, prereq, moe, txt
	5720.05	POLS C1000H	American Government and Politics - Honors	crs id, ti, cat desc, sch desc, lrng obj, tps, prereq, assign, moe, txt
	993073.00	PS 30	Government and Politics of East Asia	nc
	5870.00	PSYC C1000	Introduction to Psychology	crs id, ti, cat desc, sch desc, lrng obj, tps, moe, txt
	5870.05	PSYC C1000H	Introduction to Psychology Honors	crs id, ti, cat desc, sch desc, lrng obj, tps, moe, txt

9. 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.

Subject	**9.5 SOCCCD: Student Out of State Travel**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

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 educational, cultural, athletic, or college music activities and/or performances. Student travel shall follow the guidelines as listed in the Board Policy 4300 *Field Trips, Excursions, and Field Study Courses*.

STATUS

The student out of state travel listed below has 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. The college trip date, location, and costs are provided related to the travel.

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of staff	Total Cost	Funding Source(s)	College

Saddleback College China Research Project/Trip Tangshan, China The trip includes visiting the Great Wall, touring history and cultural museums, interacting with local Chinese students in high schools and colleges, and participating in cultural classes	December 18-24, 2024	28	2	$400/student (visa application fee & travel insurance – paid by students or Restricted Funds)	China's Ministry of Education will fund all participants' airfares, hotel, and meals	SC

The IVC Veterans Club Student Veterans of America (SVA) Chapter to attend the SVA National Conference Broadmoor Resort and Convention Center Colorado Springs, Colorado	January 1-5, 2025	5	2	$13,618.54	Serving Veterans with Interventions Pilot Program Grant	IVC

Student Course Travel

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of Travel	Course Fee Per Student	Enrollment Capacity	College
Geology 170 Geology of the National Parks	June 12-19, 2025	Cascade Volcanoes of Northern California and Southern Oregon	$200.00	22	SC

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 Chancellor recommends that the Board of Trustees approves the college student out of state travel for the participants, date, location, and costs.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. John Hernandez, President, Irvine Valley College
Dr. Elliot Stern, President, Saddleback College

9. 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.

Subject	**9.6 SOCCCD: Adopt Resolution No. 24-16, Conflict of Interest - Updated Biennial Code Review and Amendment**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

Pursuant to Government Code Section 87306.5(b), the Orange County Board of Supervisors ("County"), as the Conflict of Interest Code ("Code") reviewing body for the District, has requested that the District conduct a biennial review of its Code. If a change in the Code is necessitated by changed circumstances, the District is required to submit an amended Code to the County by December 31, 2024. The amended Code will become effective upon approval by the County.

STATUS

A number of positions have been added, eliminated, and/or updated since the Board approved the last biennial amendment to the Code on November 14, 2022. Consistent with the advisory opinions issued by the Fair Political Practices Commission, the District's existing Code is revised to reflect designated positions (the County's EXHIBIT A), reporting categories (the County's EXHIBIT B), and any proposed changes. Those employees who occupy a designated filing position shall file a Statement of Economic Interest, Form 700, with either the Clerk of the Orange County Board of Supervisors or the District's Political Reform Act Filing Officer.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopts Resolution No. 24-16 and approves the revised Conflict of Interest Code, subject to the review and approval by the Orange County Board of Supervisors.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments

EXHIBIT A - 2024 Conflict of Interest Biennial Code Review and Amendment.pdf (955 KB)

RESOLUTION NO. 24-16

RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et seq. ("the Act"), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the South Orange County Community College District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their code in conformity with the Political Reform Act.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the South Orange County Community College District.

Section 2. The provisions of all Conflict of Interest Code and Amendments thereto previously adopted by the South Orange County Community College District are hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the South Orange County Community College District this 18th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Julianna M. Barnes, Secretary of the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on November 18, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of November 2024.

_____

Julianna M. Barnes, Ed.D.
Secretary to the Board of Trustees

ATTACHMENT A

CONFLICT OF INTEREST CODE FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the South Orange County Community College District.

Officials in the positions listed in EXHIBIT A shall file Statements of Economic Interest with either the Clerk of the Orange County Board of Supervisors or the District's Political Reform Act Filing Officer, as specified. The respective disclosure category descriptions are listed in EXHIBIT B. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code § 81008).

Conflict of Interest Code
EXHIBIT A

Entity: **College Districts**

Agency: **South Orange County Community College District**

Position	Disclosure Category	Files With	Effective	Reason
Arts, Media, Performance and Design Operations Manager	OC-02	COB	5/1/23	New
Assist. Dean~~,~~ of Health and Wellness~~Science and Human Svcs.~~/Dir. of Nursing	OC-02	COB	7/1/23	Title Change
~~Assistant Athletic Director~~	~~OC-02~~	~~COB~~	10/26/24	Delete
Assistant Dean of Career and Technical Education	OC-02	COB		
Assistant Dean of Division/Director of Emeritus Institute	OC-02	COB		
Assistant Dean of Humanities and Social Sciences	OC-02	COB	5/1/23	New
Assistant Dean of Students	OC-02	COB		
Assistant Director of Facilities	OC-01	COB		
Assistant Director of Facilities - Capital Outlay Projects	OC-01	COB		
Assistant Director of Facilities Rentals and Grounds	OC-01	COB		
Assistant Director of Fiscal Services	OC-01	COB		
Assistant Director of Marketing and Creative Services	OC-02	COB		
~~Assistant Director, Community Education~~ Director of Community Education	OC-02	COB	9/1/24	Title Change
Assistant Director, Technology Services	OC-02	COB		
Athletics Operations Manager	OC-02	COB		
Board Member	OC-01	COB		
Buyer	OC-01	COB		
Central Services Manager	OC-02	COB		
Chancellor	OC-01	COB		
Chief Communications Officer	OC-02	COB		
Chief of Police	OC-02	COB		
Consultant	OC-30	Agency		
Contracts Specialist	OC-01	COB		Correction
Dean of Business and Industry~~Advanced Technology and Applied Science~~	OC-02	COB	7/1/23	Title Change
Dean of Career and Continuing Education and Integrated Design, Engineering and Automation	OC-02	COB		Correction
Dean of Counseling Services	OC-02	COB		

Dean of Economic and Workforce Advancement ~~Development and Business Sciences~~	OC-02	COB	7/1/23	Title Change
Dean of Enrollment Services	OC-02	COB		
Dean of ~~Fine~~ Arts, ~~and~~ Media, Performance and Design ~~Technology~~	OC-02	COB	7/1/23	Title Change
Dean of Health and Wellness ~~Sciences and Human Services~~	OC-02	COB	7/1/23	Title Change
Dean of Health Sciences, Kinesiology and Athletics	OC-01	COB		
Dean of Kinesiology and Athletics/Athletics Director	OC-01	COB		
Dean of Liberal Arts	OC-02	COB		
Dean of Mathematics, Science and Engineering	OC-02	COB		
~~Dean of Online Education and Learning Resources~~ Dean of Instructional Support and Teaching Innovations	OC-02	COB	2/16/23	Title Change
Dean of Science, Technology, Engineering and Math	OC-02	COB	7/1/23	New
Dean of Social and Behavioral Sciences	OC-02	COB		
Dean of the Arts	OC-02	COB		
~~Dean of Wellness, Social Services & Child Development Center~~	~~OC-02~~	~~COB~~	4/10/23	Delete
Director of Adult Education	OC-02	COB		
Director of Annual Giving and Development Services	OC-02	COB		
Director of Arts Production Management	OC-02	COB	1/1/25	Adding
Director of Career and Re-Entry Center	OC-02	COB		
Director of Development and Alumni Relations	OC-02	COB	5/1/23	New
Director of Disabled Student Programs and Services	OC-02	COB		
Director of Dual Enrollment	OC-02	COB	8/21/23	New
Director of Economic and Workforce Development	OC-02	COB		
Director of Extended Opportunity Programs and Services	OC-02	COB		
Director of Facilities Planning	OC-01	COB		
Director of Financial Aid	OC-01	COB		
Director of Fiscal and Contract Services	OC-01	COB		
Director of Foster and Kinship Care Education Program	OC-02	COB		
Director of Health and Wellness Center	OC-02	COB		
Director of Information Security	OC-02	COB	6/24/24	New
Director of Information Technology - Enterprise Systems	OC-02	COB		
Director of International Student~~s~~ Program	OC-02	COB		Correction
Director of ~~IVC~~ Facilities	OC-01	COB	9/26/23	Title Change
Director of Learning Assistance	OC-02	COB		
~~Director of Marketing and Communications~~ Executive Director of Marketing and Communications	OC-02	COB	4/17/23	Title Change
Director of Outreach and Strategic Partnerships	OC-02	COB		

Director of Recruitment and Employment Services	OC-02	COB		
Director of Research, Planning and Accreditation	OC-02	COB		
Director of Student Life	OC-02	COB		
Director of Student Success	OC-02	COB	1/1/25	Adding
Director of Student Success Initiatives~~Recruitment and School Relations~~	OC-02	COB	7/1/24	Title Change
Director of Technology Services	OC-02	COB		
Director of Technology Services and Broadcast Systems	OC-02	COB		
Director of Veterans Services Center	OC-02	COB		
District Director of Employee Relations and Title IX Officer	OC-02	COB	1/1/25	Adding
District Director of Research, Planning and Data Mgmt.	OC-02	COB		
District IT Project Manager	OC-02	COB		
District Workers' Compensation and Safety Manager	OC-02	COB	1/1/25	Adding
Exec Director, Procurement, Central Srvcs & Risk Management	OC-01	COB		
Executive Dean of Extended Learning	OC-02	COB		
Executive Dean of Humanities and Social Sciences	OC-02	COB	7/1/23	New
Executive Director of College Foundation	OC-01	COB		
Executive Director of Facilities Planning	OC-01	COB		
Executive Director of Fiscal Services	OC-01	COB		
Executive Director of HR and Employer-Employee Relations	OC-01	COB		
Executive Director of Information Technology and Security	OC-01	COB		
Executive Director of Marketing and Creative Services	OC-02	COB		
Facilities Maintenance and Energy Projects Manager	OC-01	COB		
Fiscal Services Manager	OC-02	COB		
Grant Project Manager	OC-02	COB		
Grant Project Manager for Real Estate Education	OC-02	COB		
Internal Auditor	OC-02	COB		
Laboratory Operations Manager	OC-02	COB	5/1/23	New
~~Manager of College Fiscal Services~~	~~OC-01~~	~~COB~~	9/1/24	Delete
~~Manager of the Student Equity Program~~ Director of College Equity, Inclusion and Access	OC-02	COB	7/1/23	Title Change
Night Facilities Operations Supervisor	OC-02	COB		
Operations Site Supervisor, Child Development Center	OC-02	COB	1/1/25	Adding
Payroll and Benefits Manager	OC-01	COB		
Police Operations Lieutenant	OC-02	COB		
President	OC-01	COB		

Project Director of Career Technical Education	OC-02	COB		
Project Manager	OC-01	COB		
~~Purchasing and Contracts Manager~~ Assistant Director of Purchasing and Contracts	OC-01	COB	1/1/24	Reorg
Regional Director of Employer Engagement	OC-02	COB		
Registrar	OC-02	COB		
Risk Manager	OC-01	COB		
Senior Buyer	OC-01	COB		
Senior Director of College Facilities	OC-01	COB		
Senior Project Manager	OC-01	COB		
Senior Purchasing and Contracts Specialist	OC-01	COB	4/30/24	New
~~Student Information Systems (SIS) Applications Manager~~ Director of Enterprise Resource Planning	OC-02	COB	4/3/23	Title Change
Student Payment and Veterans Services~~Offices~~ Manager	OC-02	COB	4/17/23	Title Change
Systems Manager, Computers and Networking ~~Operations~~Operating Systems	OC-02	COB		Correction
Vice Chancellor of Business Services	OC-01	COB		
Vice Chancellor of Educational and Technology Services	OC-01	COB		
Vice Chancellor of Human Resources	OC-01	COB		
Vice President for College Administrative Services	OC-01	COB		
Vice President for Instruction	OC-02	COB		
Vice President for Student Services	OC-02	COB		
~~Workday HCM/Fin Enterprise Resource Planning Program Manager~~ Software Development Manager	OC-02	COB		Reorg

Total: ~~100~~111

Disclosure Descriptions
EXHIBIT B (Working Draft)

Entity: **College Districts**

Agency: **South Orange County Community College District**

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 3

9. 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.

Subject	**9.7 SOCCCD: Purchase Orders, Checks, and Disbursements**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

In accordance with the provisions of the California Education Code Sections 81656 and 85230, purchase orders, checks, and disbursements are submitted for ratification by the Board of Trustees.

STATUS

The following purchase orders are submitted to the Board of Trustees for ratification:

Number of Purchase Orders	Purchase Order Value	Amount
396	≥ $250	$4,744,991.62
227	< $250	$25,465.81
Combined Total for All 623 Purchase Orders		$4,770,457.43

The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The District processed 5,168 checks and disbursements in the amount of $30,911,359.55 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratifies the purchase orders, checks, and disbursements as listed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
C.1 EXH A-C SOCCCD POs Checks 11.18.24.pdf (1,416 KB)

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217281	Aardvark Clay and Supplies	SC	Supplies for Arts, Media, Performance, and Design Online Art Store	1,404.72
P217559	Aardvark Clay and Supplies	SC	Supplies for Fine Arts	585.99
P217619	Accreditation Commission for Education In Nursing, Inc.	SC	Annual Accreditation Fee for Nursing Program	3,100.00
P217609	AG Consulting dba Sapphire Catering	IVC	Refreshments for Professional Learning Program Event	847.45
P217683	Agena AstroProducts	SC	Equipment for Astronomy	3,989.95
P217287	Airgas USA, LLC	IVC	Supplies for Chemistry	613.52
P217153	Amazon	IVC	Supplies for Social and Behavioral Sciences	285.95
P217190	Amazon	SC	Supplies for Automotive Technology	1,084.95
P217171	Amazon	SC	Supplies for Basic Needs Center	1,951.22
P217172	Amazon	SC	Supplies for Dia de Los Muertos Event	540.97
P217192	Amazon	IVC	Supplies for ELEVATE Event	523.95
P217198	Amazon	SC	Supplies for College, Equity, Inclusion, and Access Event	310.58
P217200	Amazon	SC	Supplies for Dia de Los Muertos Event	756.71
P217220	Amazon	IVC	Portable Swamp Coolers for FMO	796.44
P217239	Amazon	IVC	Supplies for Campus Police	278.64
P217240	Amazon	IVC	Costumes and Props for Dance	331.78
P217245	Amazon	SC	Electrical Supplies for FMO	322.93
P217270	Amazon	IVC	First Aid Kits for Campus Departments	419.90
P217276	Amazon	SC	Celebration Books for Latinx Heritage Month	1,715.36
P217278	Amazon	IVC	Supplies for Basic Needs Center	656.75
P217280	Amazon	SC	Supplies for College, Equity, Inclusion, and Access Event	1,697.37

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217290	Amazon	SC	Materials for Jewelry Class	438.67
P217305	Amazon	IVC	Supplies for Social and Behavioral Sciences	318.70
P217329	Amazon	SC	Hygiene Supplies for Basic Needs Center	1,961.05
P217371	Amazon	IVC	First Aid Kits for Health Center	312.26
P217380	Amazon	SC	Supplies for Architecture	290.60
P217415	Amazon	IVC	Supplies for Pathway to Law School Mock Trial Team	656.12
P217428	Amazon	SC	Hygiene Supplies for Basic Needs Center	1,972.65
P217432	Amazon	SC	Supplies for DSPS	1,058.63
P217445	Amazon	SC	Costume Supplies for Theatre Arts	290.82
P217468	Amazon	SC	Supplies for Automotive Technology	997.12
P217474	Amazon	IVC	Costume Supplies for Theatre Arts	499.36
P217469	Amazon	SC	Tools for Automotive Technology	1,510.04
P217470	Amazon	SC	Parts for Automotive Technology	1,635.54
P217476	Amazon	IVC	Costume Supplies for Theatre Arts	489.91
P217487	Amazon	IVC	Supplies for Astronomy	689.38
P217501	Amazon	IVC	Supplies for Chemistry	1,042.52
P217510	Amazon	IVC	Supplies for Academic Programs	1,256.90
P217543	Amazon	IVC	Supplies for Veterans Services	412.75
P217545	Amazon	SC	Supplies for Diversity, Equity, Inclusion, and Accessibility	275.79
P217511	Amazon	IVC	Supplies for Economic Development	1,403.44
P217560	Amazon	SC	Supplies for Athletics	831.44
P217569	Amazon	SC	Supplies for Emeritus Institute	253.38
P217576	Amazon	SC	Supplies for MESA Center	340.32
P217579	Amazon	IVC	Supplies for Veterans Services	410.12
P217605	Amazon	IVC	Costume Supplies for Theatre Arts	469.98

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217614	Amazon	SC	Books for Instructional Support and Teaching Innovations	300.43
P217635	Amazon	SC	Supplies for Kinesiology and Cheer Team	600.58
P217639	Amazon	SC	Supplies for Automotive Technology	2,177.00
P217647	Amazon	IVC	Supplies for Technology Services	957.50
P217650	Amazon	IVC	Supplies for Breast Cancer Awareness Month	637.31
P217688	Amazon	SC	Supplies for Word Fest OC Event	811.96
P217699	Amazon	IVC	Supplies for Pathway to Law Conference	1,930.56
P217700	Amazon	SC	Supplies for English Department	646.47
P217742	Amazon	SC	Props for Theatre Arts	282.77
P217745	Amazon	SC	Supplies for Automotive Technology	1,184.84
P217728	Amazon	IVC	Supplies for Digital Media Arts	1,215.56
P217734	Amazon	SC	Supplies for Photography	421.91
P217762	Amazon	SC	Supplies for Word Fest OC Event and First-Generation Transfer Workshop	339.91
P217779	Amazon	SC	Supplies for Pathway to Law Advisory Council Meeting	537.79
P217809	Amazon	SC	Supplies for Basic Needs	1,283.82
P217785	Amazon	IVC	Costume Supplies for Theatre Arts	277.92
P217808	Amazon	SC	Supplies for Automotive Technology	1,071.83
P217827	Amazon	IVC	Supplies for Counseling Center	365.11
P217178	American Portable Storage	SC	Storage Containers for Paleontology	21,570.25
P217299	American Portable Storage	SC	Storage Container for Stadium	5,478.44
P217461	American Transportation	SC	Blanket PO for Emeritus Institute Field Trip Charter Buses	7,500.00
P217595	Ampersand Production	IVC	Blanket PO for Performing Arts Supplies	4,000.00
P217518	Angels Baseball, LP	SC	Branded Angels Hats for ASG	2,260.00
P217335	Apple Computer, Inc.	SC	Computer for Athletics	2,264.62

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217384	Apple Computer, Inc.	IVC	Computer for Technology Services	2,287.62
P217204	Association for Career and Technical Education	IVC	Annual Membership Fees for Career Education	2,568.00
P216839	Austin Orange County Hardwoods, Inc.	SC	Blanket PO for Art Supplies	250.00
P217230	B & H Photo	SC	Podium for McKinney Theatre	350.32
P217454	B & H Photo	SC	Supplies for Cinema, TV, and Radio	564.55
P217587	B & H Photo	IVC	Supplies for Theatre Arts	656.07
P217705	B & H Photo	SOCCCD	Projector Bulbs for Board Room	1,716.22
P217732	B & H Photo	SC	Student Materials for Photography	672.58
P217799	B & H Photo	SC	Supplies for Photography	286.55
P217502	Barnes & Noble Booksellers, Inc.	SC	Blanket PO for EOPS and NextUp Student Books	1,500.00
P217562	Baseballracks.com, Inc.	SC	Dugout Benches for Baseball	5,728.53
P217517	Belson Outdoors, LLC	SOCCCD	Bench for SC Quad Renovation Project	1,669.05
P217803	Billy Tees, Inc.	SC	Hats for Baseball	690.46
P217221	Blackhawk Network, Inc.	IVC	Gift Cards for Basic Needs	12,534.41
P217764	Board and Brew Ladera Ranch	SC	Refreshments for Word Fest OC Event	1,559.40
P217340	Boldline LLC	SC	Blanket PO for International Students Center Marketing	5,000.00
P217620	Bound Tree Medical, LLC	SC	Supplies for Paramedic Program	802.74
P217450	Boundless Network, Inc.	SC	Promotional Supplies for Outreach and Recruitment	2,320.37
P217706	Boundless Network, Inc.	SC	Marketing and Outreach Supplies for Veterans Center	768.15
P217337	BSN Sports LLC	SC	Practice Gear for Softball	2,651.83

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217343	BSN Sports LLC	IVC	Training Supplies for Men's and Women's Soccer	5,491.73
P217437	BSN Sports LLC	IVC	Training Shoes for Women's Basketball	414.73
P217499	BSN Sports LLC	IVC	Training Supplies for Men's Volleyball	1,773.38
P217500	BSN Sports LLC	IVC	Tennis Supplies for Athletics	1,408.16
P217564	BSN Sports LLC	SC	Apparel for Women's Basketball Team	1,122.06
P217606	BSN Sports LLC	IVC	Supplies for Baseball	5,477.31
P217727	BSN Sports LLC	IVC	Shirts for Men's Volleyball	651.56
P217738	BSN Sports LLC	IVC	Locker Room Name Plates for Athletics	999.75
P217189	Buddy's All Stars	IVC	Shirts for IDEA Manufacturing Day Event	1,451.52
P217291	California Association of Community College Registrars and Admissions Officers	IVC	Annual Membership Fees for Admissions and Records	500.00
P217330	California Association of Community College Registrars and Admissions Officers	SC	Annual Membership Fees for Admissions and Records	500.00
P217282	California Canopy	SOCCCD	Canopies for SC Parking Lot 12 Expansion and Softball Field Project	5,891.85
P217377	California Community College Chief Instructional Officers	SC	Annual Membership Fees for Office of Instruction	400.00
P217737	California Community College Women's Basketball Coaches Association	IVC	Annual Membership Fees for Women's Basketball	400.00
P215567	Camfil USA, Inc.	SC	Blanket PO for HVAC Supplies	4,000.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217563	Canon USA, Inc. Factory Service Center	SC	Blanket PO for Photography Equipment Repairs	1,000.00
P217713	Capistrano Sewing Machine and Vacuum Company	IVC	Blanket PO for Performing Arts Center and Costume Shop Supplies	1,200.00
P217327	CDW Government LLC	SC	Supplies for Technology Services	305.97
P217416	CDW Government LLC	IVC	Supplies for Technology Services	422.60
P217458	CDW Government LLC	SC	Headphones for Financial Aid	635.73
P217677	CDW Government LLC	SOCCCD	Teacher Stations for SC @ ATEP Project	31,744.75
P217339	Champwin Company LLC	SC	Blanket PO for International Students Center Online Advertising	6,000.00
P217197	Chefs' Toys, LLC	SOCCCD	Ice Machine for SC Parking Lot 12 Expansion and Softball Field Project	7,338.32
P217225	CI Solutions	IVC	Staff ID Cards for Campus Police	5,208.61
P217646	CI Solutions	SC	Student ID Cards for Admissions and Records	3,237.18
P217703	College Solutions LLC	SC	Blanket PO for International Students Center Marketing	5,000.00
P217806	Community Playthings	SC	Furniture for Child Development Center	1,919.03
SN014111/ JAG10324	Computrols, Inc.	IVC	Task Order for Replacement of HVAC Controls at Library - Board Approved 11/15/21	670,789.92
SN014155/ JAG10335	Computrols, Inc.	SC	Task Order for Building Automation Services Campus-wide - Board Approved 11/15/21	30,372.00
P217205	Conviron	SC	Equipment for Biology	28,561.29
P217818	Cox Communications, Inc.	SC	Blanket PO for KSBR Fiber Internet at Hoag Hospital	3,840.00
P217786	Curtis Blue Line	SC	Uniform Supplies for Campus Police	2,844.73
P217781	Daktronics, Inc.	SC	Pitch Clocks for Baseball	12,868.85

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P215510	Dan's Freeway Auto Supply	SC	Blanket PO for Transportation Parts	7,000.00
P217147	Dick Blick Company	SC	Supplies for Theatre Technology	574.22
P217247	Dick Blick Company	IVC	Supplies for Art	787.11
P217369	Dick Blick Company	SC	Supplies for Arts, Media, Performance, and Design Online Art Store	455.51
P217733	Dick Blick Company	SC	Supplies for Photography	530.45
P217714	Discount Dance Supply Company	IVC	Blanket PO for Dance Costumes	500.00
P217719	Discount Dance Supply Company	IVC	Blanket PO for Theatre Arts Costume Shop	1,500.00
P217664	DiscTech LLC	IVC	Server Hard Drives for Technology Services	518.79
P217235	Diversified Business Services	IVC	Promotional Supplies for ELEVATE Program	1,618.00
P217286	Diversified Business Services	IVC	Promotional Supplies for Honors Program	6,977.41
P217389	Diversified Business Services	SC	Rally Towels for Homecoming Football Game	1,438.48
P217471	Diversified Business Services	IVC	Supplies for Library Services	1,067.37
P217652	Diversified Business Services	IVC	Promotional Supplies for Career Education	2,773.81
P217805	Diversified Business Services	IVC	Promotional Supplies for Outreach	869.27
P217354	Division of the State Architect	SC	DSA Fees for Swimming Pool Project Recertification	749.02
P217536	Division of the State Architect	SOCCCD	DSA Plan Check Fees for SC SSC Renovation Project	15,516.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217462	Doing Good Works	SC	Promotional Supplies for EOPS and NextUp Programs	21,699.25
P217656	Donato Martinez	IVC	Touch the Sky Books for Puente Program	549.53
P217488	Dooley Enterprises, Inc.	SC	Supplies for Campus Police	635.73
P217780	Dragonfire Tools Operating LLC	SOCCCD	Toolboxes and Workbenches for SC @ ATEP Project	53,690.98
P217352	EBSCO Information Services	SC	Print Periodical for Library Services	2,455.18
P217814	Emblem Enterprises	SC	Patches for Community Emergency Response Training	633.34
P217060	Eplus Technology, Inc.	SOCCCD	Cisco Equipment for SC @ ATEP Project	330,995.66
P217402	Eplus Technology, Inc.	SC	AV Equipment and Carts for Classroom Technology Refresh Project	17,741.04
P217582	Eplus Technology, Inc.	IVC	Cisco Training Credits for Technology Services	8,084.00
P217242	Ewing Outdoor Supply	SC	Supplies for Horticulture	5,000.00
P217390	Fast Action Basketball, Inc.	IVC	Supplies for Athletic Equipment Room	458.68
P217815	Faust Harrison Pianos	SC	Blanket PO for Piano Parts and Accessories	625.00
P217376	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Puente Program Planners and Books	842.61
P217407	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Promise Program Cohort Vouchers	2,080,000.00
P217657	FHEG Irvine Valley College Bookstore	IVC	Textbooks for ELEVATE Program	27,589.07
P217241	FHEG Saddleback College Bookstore	SC	Supplies for Puente Cohort	1,448.15
P217648	FHEG Saddleback College Bookstore	SC	Blanket PO for Outreach and Strategic Partnerships Bookstore Supplies	1,000.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217184	Fisher Scientific Company, LLC	SC	Supplies for Phlebotomy	273.69
P217224	Fisher Scientific Company, LLC	IVC	Supplies for Chemistry	5,660.37
P217263	Fisher Scientific Company, LLC	SC	Supplies for Medical Lab Technician	1,692.62
P217298	Fisher Scientific Company, LLC	SC	Supplies for Biology Labs	302.86
P217345	Fisher Scientific Company, LLC	IVC	Supplies for Biology Labs	6,591.94
P217439	Fisher Scientific Company, LLC	SC	Chemicals for Biology Labs	676.29
P217457	Fisher Scientific Company, LLC	IVC	Supplies for Chemistry Labs	6,138.38
P217479	Fisher Scientific Company, LLC	SC	Chemicals for Chemistry Labs	4,825.77
P217515	Fisher Scientific Company, LLC	SC	Supplies for Marine Science and Geology Labs	443.85
P217678	Fisher Scientific Company, LLC	IVC	Lab Stools for Physical Sciences	4,105.28
P217741	Fisher Scientific Company, LLC	SC	Supplies for Biology Labs	1,497.11
P217747	Fisher Scientific Company, LLC	SC	Materials for Biology Labs	899.80
P217766	Fisher Scientific Company, LLC	IVC	Equipment for Chemistry Labs	7,731.06
P217173	Foundation for California Community Colleges	SC	Hotspot Internet Service for Gateway Building	2,176.95

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217594	Full Compass Systems	IVC	Supplies for Studio Theater	3,135.56
P215576	Fuller Engineering Inc.	SC	Blanket PO for Pool Supplies	4,000.00
P217202	Gale Force Productions, LLC	IVC	Jerseys for Flag Football	862.00
P217331	Gempler's	SC	Supplies for Horticulture	677.25
P217767	Goodwill Industries of Orange County, California	SOCCCD	Blanket PO for Interpreting Services	35,000.00
P217687	Gourmet Lovers Catering, Inc.	SC	Blanket PO for Refreshments for Research Symposium	2,000.00
P217775	Gourmet Lovers Catering, Inc.	SC	Refreshments for MESA Monday Meet and Greet	1,895.11
P217519	GST	SC	Cables for Technology Services	322.17
P217583	GST	IVC	Equipment for Technology Services	14,327.87
P217229	H2I Group, Inc.	SC	Supplies for Advanced Manufacturing	2,492.08
P217208	Herk Edwards, Inc.	SOCCCD	Chairs and Storage Rack for SC Parking Lot 12 Expansion and Softball Field Project	3,862.69
P217301	Home Depot Mission Viejo Store #614	SC	Equipment for Automotive Technology	4,305.69
P217385	Home Depot Mission Viejo Store #614	IVC	Plumbing Equipment for FMO	8,627.81
P217531	Home Depot Mission Viejo Store #614	SC	Tools for Automotive Technology	5,457.57
P217604	Home Depot Mission Viejo Store #614	IVC	Equipment for Cafeteria	924.50
P217526	Huatong Xinnuo Int'l Cultural Exchange Center Limited	SC	Marketing for International Students Center	6,500.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217795	Ingardia Brothers Produce, Inc.	SC	Blanket PO for ASG and Culinary Arts Supplies	400.00
P217508	Irvine High School	IVC	Advertising Space for Marketing	1,035.00
P217194	Irvine Printing & Displays	IVC	Supplies for ELEVATE Program	320.02
P217293	Irvine Printing & Displays	IVC	Supplies for Guided Pathways	3,006.23
P217624	Irvine Printing & Displays	IVC	Lawn Signs for ELEVATE Program	415.70
P217658	Irvine Printing & Displays	IVC	Supplies for Office of Instruction	274.76
P217754	JCTees.com Corporation	SC	Supplies for ASG	852.01
P217820	JCTees.com Corporation	SC	Shirts for Veterans Services Military Appreciation Night	903.27
P217435	JJL International Education Exchange Promotion Ltd	SC	Marketing for International Students Center	5,000.00
P215572	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Supplies	8,000.00
P217238	Johnstone Supply	IVC	HVAC Equipment for FMO	3,805.57
P217216	Kelly Spicers Stores	IVC	Printing Supplies for Marketing	1,295.00
P217455	KeyboardTEK, LLC	SC	Keyboard Programming Book for Theater Arts Production	425.00
P217253	Kwik Kopy Printing	SC	Promotional Materials for Humanities and Social Sciences	851.99
P217485	Laguna Clay Company	IVC	Supplies for Ceramics	1,067.52
P217541	Loll Designs	SOCCCD	Bench for SC Quad Renovation Project	1,596.69
P217528	Lucille's Smokehouse BBQ	SC	Blanket PO for Homecoming Pep Rally Refreshments	2,900.00
P217554	Lucille's Smokehouse BBQ	SC	Refreshments for Classified Appreciation Luncheon	5,975.33
P217685	Lunt Solar Systems LLC	SC	Equipment for Astronomy	4,207.66
P217349	Mass Depot LLC	IVC	Supplies for Transportation	394.10
P217196	MaxAmps	SC	Batteries for College Rover Project	1,770.56

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217148	McKesson	SC	Supplies for Biology Labs	341.78
P217186	McKesson	SC	Supplies for Phlebotomy	3,458.55
P217261	McKesson	SC	Supplies for Health Sciences	392.55
P217262	McKesson	SC	Supplies for Medical Lab Technician Program	762.17
P217260	McKesson	SC	Gloves for Medical Lab Technician Program	770.41
P217268	McKesson	IVC	AED Pads for Campus Police	1,376.66
P217373	McKesson	IVC	Medical Supplies for Health and Wellness Center	624.77
P217436	McKesson	SC	Training Supplies for Phlebotomy	2,074.93
P217625	McKesson	SC	Supplies for Paramedic Program	466.99
P217756	McKesson	IVC	Supplies for Health Center	424.36
P217773	McKesson	SC	Supplies for Health Sciences	640.56
P217778	McKesson	SC	Supplies for Clinical Chemistry	650.65
P217366	Medical Discount Marketing	SC	Clinical Supplies for EMT Program	5,689.20
P217638	Medline Industries, Inc.	SC	Clinical Supplies for EMT Program	2,138.88
P217802	Medline Industries, Inc.	SC	Supplies for Medical Lab Technician Program	608.38
P217296	Mity-Lite, Inc.	SOCCCD	Tables, Chairs, and Carts for SC Parking Lot 12 Expansion and Softball Field Project	6,996.21
P217752	Modern Postcard	IVC	Postcard Printing for Outreach Preview Night	1,112.65
P217351	Monkey Joe Speak	SC	Promotional Materials for Culturally Responsive Pedagogy and Practices Grant	610.30
P217784	Monkey Joe Speak	SC	Jackets for Student Health and Wellness Center	622.80
P217259	Motorola Solutions, Inc.	SC	Radios for Campus Police	21,994.54
P217360	Multi-Health Systems Inc.	IVC	Testing Supplies for DSPS	969.75
P217154	NACE	IVC	Annual Membership Fees for Athletics	3,250.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217715	Naimies Beauty Center	IVC	Blanket PO for Theater and Costume Shop Supplies	1,000.00
P217472	National Association of Colleges and Employers	SC	Annual Membership Fees for Career Center	690.00
P217618	National Council for Marketing and Public Relations	SC	Annual Membership Fees for Health and Wellness	275.00
P217585	National Dance Education Organization	IVC	Annual Membership Fees for Dance	250.00
P217748	Nivel Parts and Manufacturing LLC	IVC	Battery and Charger for Campus Police Golf Cart	2,497.16
P217223	Northgate Market	IVC	Refreshments for Latinx Heritage Month Celebration	1,999.84
P217284	Northgate Market	IVC	Refreshments for Dia de los Muertos Celebration	519.89
P217359	Northwood High School	IVC	Advertising Space in High School Publication	1,600.00
P217810	OC Habitats	SC	Field Trip for Environmental Studies	335.00
P217174	ODP Business Systems LLC	SC	Refreshments for MESA Cohort Career Launch Sessions	314.97
P217237	ODP Business Systems LLC	SC	Supplies for Success Coach	250.40
P217274	ODP Business Systems LLC	IVC	Supplies for Outreach	751.57
P217264	ODP Business Systems LLC	SC	Supplies for Health and Wellness	368.28
P217266	ODP Business Systems LLC	SC	Supplies for MESA Center	315.56

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217313	ODP Business Systems LLC	SC	Supplies for Adult Education	279.43
P217318	ODP Business Systems LLC	IVC	Supplies for MESA Center	696.39
P217328	ODP Business Systems LLC	SC	Supplies for Counseling	453.97
P217355	ODP Business Systems LLC	SC	Supplies for Technology Services	1,012.08
P217413	ODP Business Systems LLC	SC	Supplies for Student Health and Wellness Center	491.47
P217425	ODP Business Systems LLC	IVC	Supplies for Testing Center	401.64
P217434	ODP Business Systems LLC	SC	Supplies for Counseling Division	800.30
P217441	ODP Business Systems LLC	SC	Supplies for Academic Senate and Office of Instruction Meetings	314.85
P217477	ODP Business Systems LLC	SOCCCD	Supplies for Technology Services	296.67
P217482	ODP Business Systems LLC	IVC	Supplies for Geology	404.52
P217493	ODP Business Systems LLC	IVC	Supplies for Language and Learning	293.78
P217507	ODP Business Systems LLC	SC	Supplies for Economic Workforce Advancement	314.55
P217504	ODP Business Systems LLC	SOCCCD	Supplies for Central Services	447.65
P217555	ODP Business Systems LLC	SC	Supplies for Copy Center	604.25

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217547	ODP Business Systems LLC	SC	Supplies for Kinesiology	269.92
P217567	ODP Business Systems LLC	SC	Supplies for STEM	488.00
P217600	ODP Business Systems LLC	SC	Supplies for Admissions and Records	650.06
P217622	ODP Business Systems LLC	IVC	Supplies for ELEVATE Program	289.78
P217642	ODP Business Systems LLC	IVC	Supplies for Outreach	281.00
P217636	ODP Business Systems LLC	SC	Supplies for Humanities and Social Sciences	732.52
P217694	ODP Business Systems LLC	IVC	Supplies for Athletics	294.39
P217750	ODP Business Systems LLC	SC	Supplies for Emeritus Institute	282.36
P217751	ODP Business Systems LLC	SC	Supplies for DSPS	1,246.00
P217794	ODP Business Systems LLC	IVC	Supplies for Admissions and Records	512.32
P217811	ODrive Robotics, Inc.	SC	Parts for STEM College Rover Project	272.54
P217255	Orange County Business Council	SOCCCD	Corporate Level Sponsorship for Chancellor's Office	2,000.00
P217643	Orange County Health Care Agency	SC	Environmental Health Fees for FMO	292.00
P217672	Orange County Health Care Agency	SC	Environmental Health Fees for FMO	823.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217615	Orange County Wholesale Flowers Group Inc.	SC	Flowers for Dia de los Muertos Celebration	558.75
P215508	O'Reilly Auto Parts	SC	Blanket PO for Transportation Auto Parts and Supplies	5,000.00
P217524	O'Reilly Auto Parts	SC	Equipment and Supplies for Automotive Technology	10,095.97
P217608	Otto Frei	IVC	Supplies for Fine Arts	980.11
P217565	Pacific Baseball & Softball	SC	Supplies for Baseball	893.79
P217236	Pacific Coachways Charter Services, Inc.	IVC	Transportation for EOPS Field Trip	1,317.55
P217374	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Puente Program Field Trip	1,526.06
P217535	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Student Life Field Trip	3,584.70
P217572	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Pathway to Law Field Trip	860.90
P217631	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Music Association of California Community Colleges Conference in San Diego	2,713.96
P215864	Pacwest Air Filter, LLC	IVC	Blanket PO for HVAC Parts and Filters for FMO	6,000.00
P217308	Paradise Bakery & Cafe	SC	Refreshments for Transfer University Fair	1,025.97
P217463	Paradise Bakery & Cafe	SC	Refreshments for IVC and SC Research Symposium	500.00
P217464	Paradise Bakery & Cafe	SC	Refreshments for AB 705 Student Focus Groups	1,385.47
P217686	Paradise Bakery & Cafe	SC	Refreshments for First Generation Transfer Workshop	655.71
P217310	Parkhouse Tire, Inc.	IVC	Supplies for Transportation	1,871.23

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217552	Pearson VUE	IVC	Cisco Vouchers for Accounting	3,000.00
P217760	Pearson VUE	IVC	Cisco Vouchers for Computer Information Management Program	4,200.00
P217080	Peninsula Pride	IVC	Blanket PO for Athletics Team Uniforms Embroidery	25,000.00
SN014105/ JAG10367	Penn Corporate Relocation Services	IVC	Task Order for Relocation Services - Move and Store Furniture Within Library - Board Approved 05/20/24	13,403.13
SN014157/ JAG10505	Penn Corporate Relocation Services	IVC	Task Order for Relocation Services - Move IT Equipment between ATEP and IVC - Board Approved 05/20/24	5,041.68
P215501	Pete's Road Service	SC	Blanket PO for Transportation Repairs	3,000.00
P217702	PJ Printers	SC	Printing of Latinx Journal 2024 Edition	5,949.97
P217681	Pocket Nurse Enterprises, Inc.	SC	Equipment for Nursing Program	22,433.45
P217770	Pocket Nurse Enterprises, Inc.	SC	Supplies for Nursing Skills Lab	1,843.90
P217771	Pocket Nurse Enterprises, Inc.	SC	Training Supplies for Nursing Skills Lab	332.59
P217832	Portola High School	IVC	Advertising Space in High School Publication	1,701.00
P217530	Postmaster Attn: Bulk Mail	SC	Postage for Mailing Emeritus Spring 2025 Schedule of Classes	4,074.46
P217690	Power Cleaners	IVC	Blanket PO for Theatre Arts Laundry Services	2,000.00
P217285	Precision Matthews Machinery Co.	IVC	Equipment for Design Model Making and Rapid Prototyping	6,209.90
P217420	Proforce Law Enforcement	IVC	Blanket PO for Campus Police Supplies	7,000.00
P217406	Redexim North America, Inc.	IVC	Equipment for Transportation	1,036.14

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217231	Repro Xpress	SOCCCD	Blanket PO for IVC SSC and Student Union Project Reprographics Services	15,000.00
P217388	Repro Xpress	SOCCCD	Blanket PO for SC @ ATEP Project Reprographics Services	2,500.00
P217418	Repro Xpress	SOCCCD	Blanket PO for SC Baseball Turf and Scoreboard Replacement Project Reprographics Services	2,500.00
P217574	Repro Xpress	SOCCCD	Blanket PO for SC Landscape Phase 2 Reprographics Services	5,000.00
P217782	Repro Xpress	SOCCCD	Blanket PO for IVC Warehouse Canopy Project Reprographics Services	2,500.00
P217141	Reynolds Advanced Materials	SC	Supplies for Advanced Manufacturing	894.02
P217716	Richard The Thread & Empire Tape Co.	IVC	Supplies for Theatre Arts and Costume Shop	300.00
P217249	Ricoh USA, Inc.	SC	Blanket PO for Village 10 Copier Maintenance and Supplies	2,080.00
P217206	Rio Grande Inc.	SC	Supplies for Art	730.27
P217483	Rio Grande Inc.	IVC	Supplies for Ceramics	1,420.20
P217659	Scantron Corporation	IVC	Scantrons for Mathematics	510.04
P217272	Sehi Computer Products	SC	Cabling Supplies for Technology Services	901.33
P217533	Sehi Computer Products	SC	Television for Arts, Media, Performance, and Design	1,052.69
P217575	Sehi Computer Products	SOCCCD	Laptops for District Services Computer Refresh	53,519.04
P217665	Sehi Computer Products	IVC	Video Camera for Technology Services	926.65
P217679	Sehi Computer Products	IVC	Monitors for Technology Services	4,370.34
P216635	Skill Craft Body Shop	IVC	Off-Site Equipment Repair of Campus Police Vehicle	4,381.41

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217649	Smart Level Media	SOCCCD	District Envelopes for Stores	1,249.90
P217191	Source Graphics	IVC	Printer Supplies for Marketing	4,639.50
P217697	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10438-2024 Student Information System Managed Services	2,596.44
P217695	Southern California News Group	SOCCCD	OC Register Legal Advertisement for RFQ&P 10388-2024 Architectural Programming Services for SC	1,276.16
P217696	Southern California News Group	SOCCCD	OC Register Legal Advertisement for RFQ&P 10406-2024 District-Wide Construction Management Services	2,596.44
P217769	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10386-2024 Material Testing and Inspection Services for IVC	2,640.56
P217729	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10314-2024 BGS HVAC Project at SC	3,105.24
P217801	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10321-2024 IVC Fine Arts Promenade and Coffee Structure Project	3,083.18
P217660	Southland Microscope Services Inc.	IVC	Supplies for Biology Labs	4,075.08
P217819	Southwest Mobile Storage, Inc.	IVC	Storage Containers for FMO	14,295.19
P217529	Southwest Offset Printing Company	SC	Printing and Mailing for Emeritus Spring 2025 Schedule of Classes	7,200.00
SN012629/ JAG7837	Speridian Technologies LLC	SOCCCD	Work Order for Software Consulting and Development Services for Student Information System - Board Approved 11/18/19	319,720.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217717	Staged Cinema Productions, Inc.	IVC	Blanket PO for Theatre Arts and Costume Shop Supplies	800.00
P217405	Superior Press	SOCCCD	Blanket PO for Fiscal Services Supplies	500.00
P217211	Sweetwater	SC	Equipment for ASG and Student Development Campus Life Activities	941.08
P217789	Sweetwater	SC	Equipment for Music and Theater	2,046.17
P217616	Systems Source, Inc.	IVC	Furniture for IVC Office and Furniture Refresh Project	14,852.99
P217140	Tacos and Company	SC	Blanket PO for Latinx Heritage Month Event Refreshments	2,600.00
P217325	Tacos and Company	SC	Blanket PO for Latinx Heritage Month Event Refreshments	2,000.00
P217689	Tacos and Company	SC	Refreshments for MESA Monday Meet and Greet Event	977.25
P217537	Tangram Interiors	SC	Task Chair for Articulation	1,317.36
P217617	Tangram Interiors	SOCCCD	Furniture for IVC Fine Arts Village Project	20,542.37
P217736	Tennant Sales and Service Company	IVC	Off-Site Repairs for FMO Equipment	301.92
P217513	Tennis Warehouse	SC	Supplies for Tennis Court	1,195.96
P217768	The Computing Technology Industry Association, Inc.	IVC	CompTIA Vouchers for Computer Information Management Program	11,060.00
P217512	The Home Depot Pro	SC	Equipment for FMO	774.83
P217347	The Myers-Briggs Company	IVC	Strong Assessments for Counseling	7,381.50
P217302	The RP Group, Inc.	SC	Annual Membership Fees for Office of Research, Planning, and Accreditation	590.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
SN013428/ JAG9360	The Solis Group	IVC	Task Order for Labor Compliance Services - Replacement of HVAC Controls - Board Approved 02/26/24	4,095.00
SN014114/ JAG10378	The Solis Group	SOCCCD	Task Order for Labor Compliance Services - District Warehouse Perimeter Fence Project at SC - Board Approved 02/26/24	3,820.00
P217210	Thermo Fisher Scientific Asheville, LLC	SC	Equipment for Rover Project	701.89
P217350	Trackman Inc.	SC	Practice Equipment for Baseball	26,076.13
P217644	Trane U.S. Inc.	SC	HVAC Supplies for FMO	836.41
P217712	TravisMathew, LLC	IVC	Training and Instructional Gear for Baseball	2,332.79
P217723	TravisMathew, LLC	IVC	T-Shirts for Men's Basketball	1,807.29
P217725	TravisMathew, LLC	IVC	Training Apparel for Men's Basketball	2,501.76
P217338	Turf Star, Inc.	SC	Electric Cart for Athletics	21,119.81
P217342	Uline, Inc.	IVC	Restroom Baby Changing Tables for FMO	6,994.21
P217718	Uline, Inc.	IVC	Blanket PO for Theatre Arts Center and Costume Shop Supplies	2,000.00
P217358	University High School	IVC	Advertising Space in High School Publication	925.00
P217322	Vadeal Print, Inc.	IVC	Polo Shirts for College Corps	2,616.66
P217613	Vadeal Print, Inc.	IVC	Jersey Printing for Women's Soccer	758.29
P217704	Vadeal Print, Inc.	IVC	Printing Supplies for High School Counselor Conference	3,918.94
P217831	Vadeal Print, Inc.	IVC	Promotional Materials for High School Counselor Conference	3,250.84
P217682	Valley Athletics	IVC	Striping Machine and Paint for Flag Football	1,891.25
P217759	Valley Athletics	IVC	Equipment for Flag Football	452.44
P217724	Vanderbilt Music Co. Inc.	IVC	Supplies for Music	680.86
P217452	Veritiv Operating Company	SC	Supplies for FMO	1,205.75

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217491	VWR International, LLC	SC	Supplies for Biology Labs	2,636.43
P217145	W. W. Grainger, Inc.	SC	Supplies for Architecture and Drafting	315.66
P217431	W. W. Grainger, Inc.	SC	Custodial Supplies for FMO	370.16
P217548	W. W. Grainger, Inc.	SC	Plumbing Supplies for FMO	564.25
P215604	Walters Wholesale Electric	SC	Blanket PO for FMO Electrical Supplies	10,000.00
P217498	Wards Science	IVC	Supplies for Chemistry	350.83
P217177	WAXIE Sanitary Supply	SC	Custodial Equipment for FMO	64,996.89
P217176	WAXIE Sanitary Supply	SC	Carpet Cleaners for FMO	6,098.11
P217315	WAXIE Sanitary Supply	SC	Custodial Supplies for FMO	270.58
P217344	WAXIE Sanitary Supply	IVC	Custodial Supplies for FMO	17,484.09
P217449	WAXIE Sanitary Supply	SC	Utility Cart for FMO	1,725.62
P217821	WAXIE Sanitary Supply	IVC	Custodial Supplies for FMO	4,456.54
P217538	Wells Fargo #3765	SC	Advertising for Arts, Media, Performance, and Design Productions	3,500.00
P217549	Wells Fargo #3765	SC	Advertising for Word Fest OC Event	500.00
P217422	Wells Fargo #4201	IVC	Sponsorship and Registration for City of Irvine Fiesta Latina	2,000.00
P217505	Wells Fargo #4284	SC	Breakaway Banner for ASG Events	295.07
P217506	Wells Fargo #4284	SC	T-Shirt Launcher for ASG Events	822.24
P217170	Wells Fargo #9227	IVC	Stickers for Writing Center	310.32
P217215	Wells Fargo #9227	IVC	Supplies for Marketing	276.58
P217218	Wells Fargo #9227	IVC	Supplies for Theatre Arts	497.91
P217419	Wells Fargo #9227	IVC	Supplies for Campus Police	644.29
P217426	Wells Fargo #9227	IVC	Headsets for Performing Arts	492.76
P217654	Wells Fargo #9227	IVC	Supplies for Library	328.64
P217356	Woodbridge High School	IVC	Advertising Space in High School Publication	1,260.00
P217306	Xerox Corporation	SC	Blanket PO for DSPS Copier Maintenance and Supplies	3,000.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Supplier)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217307	Xerox Corporation	SC	Blanket PO for Counseling Copier Maintenance and Supplies	265.85
P217332	Xerox Corporation	SC	Blanket PO for FMO Copier Maintenance and Supplies	2,000.00
P217743	Xerox Corporation	SC	Toner for Graphics	4,288.36
396 Purchase Orders $250 and Above				**4,744,991.62**
227 Purchase Orders Under $250				**25,465.81**
623 Total Purchase Orders				**4,770,457.43**

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217407	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Promise Program Cohort Vouchers	2,080,000.00
SN014111/ JAG10324	Computrols, Inc.	IVC	Task Order for Replacement of HVAC Controls at Library - Board Approved 11/15/21	670,789.92
P217060	Eplus Technology, Inc.	SOCCCD	Cisco Equipment for SC @ ATEP Project	330,995.66
SN012629/ JAG7837	Speridian Technologies LLC	SOCCCD	Work Order for Software Consulting and Development Services for Student Information System - Board Approved 11/18/19	319,720.00
P217177	WAXIE Sanitary Supply	SC	Custodial Equipment for FMO	64,996.89
P217780	Dragonfire Tools Operating LLC	SOCCCD	Toolboxes and Workbenches for SC @ ATEP Project	53,690.98
P217575	Sehi Computer Products	SOCCCD	Laptops for District Services Computer Refresh	53,519.04
P217767	Goodwill Industries of Orange County, California	SOCCCD	Blanket PO for Interpreting Services	35,000.00
P217677	CDW Government LLC	SOCCCD	Teacher Stations for SC @ ATEP Project	31,744.75
SN014155/ JAG10335	Computrols, Inc.	SC	Task Order for Building Automation Services Campus-wide - Board Approved 11/15/21	30,372.00
P217205	Conviron	SC	Equipment for Biology	28,561.29
P217657	FHEG Irvine Valley College Bookstore	IVC	Textbooks for ELEVATE Program	27,589.07
P217350	Trackman Inc.	SC	Practice Equipment for Baseball	26,076.13
P217080	Peninsula Pride	IVC	Blanket PO for Athletics Team Uniforms Embroidery	25,000.00
P217681	Pocket Nurse Enterprises, Inc.	SC	Equipment for Nursing Program	22,433.45
P217259	Motorola Solutions, Inc.	SC	Radios for Campus Police	21,994.54
P217462	Doing Good Works	SC	Promotional Supplies for EOPS and NextUp Programs	21,699.25

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217178	American Portable Storage	SC	Storage Containers for Paleontology	21,570.25
P217338	Turf Star, Inc.	SC	Electric Cart for Athletics	21,119.81
P217617	Tangram Interiors	SOCCCD	Furniture for IVC Fine Arts Village Project	20,542.37
P217402	Eplus Technology, Inc.	SC	AV Equipment and Carts for Classroom Technology Refresh Project	17,741.04
P217344	WAXIE Sanitary Supply	IVC	Custodial Supplies for FMO	17,484.09
P217536	Division of the State Architect	SOCCCD	DSA Plan Check Fees for SC SSC Renovation Project	15,516.00
P217231	Repro Xpress	SOCCCD	Blanket PO for IVC SSC and Student Union Project Reprographics Services	15,000.00
P217616	Systems Source, Inc.	IVC	Furniture for IVC Office and Furniture Refresh Project	14,852.99
P217583	GST	IVC	Equipment for Technology Services	14,327.87
P217819	Southwest Mobile Storage, Inc.	IVC	Storage Containers for FMO	14,295.19
SN014105/ JAG10367	Penn Corporate Relocation Services	IVC	Task Order for Relocation Services - Move and Store Furniture Within Library - Board Approved 05/20/24	13,403.13
P217781	Daktronics, Inc.	SC	Pitch Clocks for Baseball	12,868.85
P217221	Blackhawk Network, Inc.	IVC	Gift Cards for Basic Needs	12,534.41
P217768	The Computing Technology Industry Association, Inc.	IVC	CompTIA Vouchers for Computer Information Management Program	11,060.00
P217524	O'Reilly Auto Parts	SC	Equipment and Supplies for Automotive Technology	10,095.97
P215604	Walters Wholesale Electric	SC	Blanket PO for FMO Electrical Supplies	10,000.00
P217385	Home Depot Mission Viejo Store #614	IVC	Plumbing Equipment for FMO	8,627.81

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217582	Eplus Technology, Inc.	IVC	Cisco Training Credits for Technology Services	8,084.00
P215572	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Supplies	8,000.00
P217766	Fisher Scientific Company, LLC	IVC	Equipment for Chemistry Labs	7,731.06
P217461	American Transportation	SC	Blanket PO for Emeritus Institute Field Trip Charter Buses	7,500.00
P217347	The Myers-Briggs Company	IVC	Strong Assessments for Counseling	7,381.50
P217197	Chefs' Toys, LLC	SOCCCD	Ice Machine for SC Parking Lot 12 Expansion and Softball Field Project	7,338.32
P217529	Southwest Offset Printing Company	SC	Printing and Mailing for Emeritus Spring 2025 Schedule of Classes	7,200.00
P215510	Dan's Freeway Auto Supply	SC	Blanket PO for Transportation Parts	7,000.00
P217420	Proforce Law Enforcement	IVC	Blanket PO for Campus Police Supplies	7,000.00
P217296	Mity-Lite, Inc.	SOCCCD	Tables, Chairs, and Carts for SC Parking Lot 12 Expansion and Softball Field Project	6,996.21
P217342	Uline, Inc.	IVC	Restroom Baby Changing Tables for FMO	6,994.21
P217286	Diversified Business Services	IVC	Promotional Supplies for Honors Program	6,977.41
P217345	Fisher Scientific Company, LLC	IVC	Supplies for Biology Labs	6,591.94
P217526	Huatong Xinnuo Int'l Cultural Exchange Center Limited	SC	Marketing for International Students Center	6,500.00
P217285	Precision Matthews Machinery Co.	IVC	Equipment for Design Model Making and Rapid Prototyping	6,209.90

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217457	Fisher Scientific Company, LLC	IVC	Supplies for Chemistry Labs	6,138.38
P217176	WAXIE Sanitary Supply	SC	Carpet Cleaners for FMO	6,098.11
P217339	Champwin Company LLC	SC	Blanket PO for International Students Center Online Advertising	6,000.00
P215864	Pacwest Air Filter, LLC	IVC	Blanket PO for HVAC Parts and Filters for FMO	6,000.00
P217554	Lucille's Smokehouse BBQ	SC	Refreshments for Classified Appreciation Luncheon	5,975.33
P217702	PJ Printers	SC	Printing of Latinx Journal 2024 Edition	5,949.97
P217282	California Canopy	SOCCCD	Canopies for SC Parking Lot 12 Expansion and Softball Field Project	5,891.85
P217562	Baseballracks.com, Inc.	SC	Dugout Benches for Baseball	5,728.53
P217366	Medical Discount Marketing	SC	Clinical Supplies for EMT Program	5,689.20
P217224	Fisher Scientific Company, LLC	IVC	Supplies for Chemistry	5,660.37
P217343	BSN Sports LLC	IVC	Training Supplies for Men's and Women's Soccer	5,491.73
P217299	American Portable Storage	SC	Storage Container for Stadium	5,478.44
P217606	BSN Sports LLC	IVC	Supplies for Baseball	5,477.31
P217531	Home Depot Mission Viejo Store #614	SC	Tools for Automotive Technology	5,457.57
P217225	CI Solutions	IVC	Staff ID Cards for Campus Police	5,208.61
SN014157/ JAG10505	Penn Corporate Relocation Services	IVC	Task Order for Relocation Services - Move IT Equipment between ATEP and IVC - Board Approved 05/20/24	5,041.68
P217340	Boldline LLC	SC	Blanket PO for International Students Center Marketing	5,000.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217703	College Solutions LLC	SC	Blanket PO for International Students Center Marketing	5,000.00
P217242	Ewing Outdoor Supply	SC	Supplies for Horticulture	5,000.00
P217435	JJL International Education Exchange Promotion Ltd	SC	Marketing for International Students Center	5,000.00
P215508	O'Reilly Auto Parts	SC	Blanket PO for Transportation Auto Parts and Supplies	5,000.00
P217574	Repro Xpress	SOCCCD	Blanket PO for SC Landscape Phase 2 Reprographics Services	5,000.00
P217479	Fisher Scientific Company, LLC	SC	Chemicals for Chemistry Labs	4,825.77
P217191	Source Graphics	IVC	Printer Supplies for Marketing	4,639.50
P217821	WAXIE Sanitary Supply	IVC	Custodial Supplies for FMO	4,456.54
P216635	Skill Craft Body Shop	IVC	Off-Site Equipment Repair of Campus Police Vehicle	4,381.41
P217679	Sehi Computer Products	IVC	Monitors for Technology Services	4,370.34
P217301	Home Depot Mission Viejo Store #614	SC	Equipment for Automotive Technology	4,305.69
P217743	Xerox Corporation	SC	Toner for Graphics	4,288.36
P217685	Lunt Solar Systems LLC	SC	Equipment for Astronomy	4,207.66
P217760	Pearson VUE	IVC	Cisco Vouchers for Computer Information Management Program	4,200.00
P217678	Fisher Scientific Company, LLC	IVC	Lab Stools for Physical Sciences	4,105.28
SN013428/ JAG9360	The Solis Group	IVC	Task Order for Labor Compliance Services - Replacement of HVAC Controls - Board Approved 02/26/24	4,095.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217660	Southland Microscope Services Inc.	IVC	Supplies for Biology Labs	4,075.08
P217530	Postmaster Attn: Bulk Mail	SC	Postage for Mailing Emeritus Spring 2025 Schedule of Classes	4,074.46
P217595	Ampersand Production	IVC	Blanket PO for Performing Arts Supplies	4,000.00
P215567	Camfil USA, Inc.	SC	Blanket PO for HVAC Supplies	4,000.00
P215576	Fuller Engineering Inc.	SC	Blanket PO for Pool Supplies	4,000.00
P217683	Agena AstroProducts	SC	Equipment for Astronomy	3,989.95
P217704	Vadeal Print, Inc.	IVC	Printing Supplies for High School Counselor Conference	3,918.94
P217208	Herk Edwards, Inc.	SOCCCD	Chairs and Storage Rack for SC Parking Lot 12 Expansion and Softball Field Project	3,862.69
P217818	Cox Communications, Inc.	SC	Blanket PO for KSBR Fiber Internet at Hoag Hospital	3,840.00
SN014114/ JAG10378	The Solis Group	SOCCCD	Task Order for Labor Compliance Services - District Warehouse Perimeter Fence Project at SC - Board Approved 02/26/24	3,820.00
P217238	Johnstone Supply	IVC	HVAC Equipment for FMO	3,805.57
P217535	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Student Life Field Trip	3,584.70
P217538	Wells Fargo #3765	SC	Advertising for Arts, Media, Performance, and Design Productions	3,500.00
P217186	McKesson	SC	Supplies for Phlebotomy	3,458.55
P217831	Vadeal Print, Inc.	IVC	Promotional Materials for High School Counselor Conference	3,250.84
P217154	NACE	IVC	Annual Membership Fees for Athletics	3,250.00
P217646	CI Solutions	SC	Student ID Cards for Admissions and Records	3,237.18
P217594	Full Compass Systems	IVC	Supplies for Studio Theater	3,135.56

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217729	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10314-2024 BGS HVAC Project at SC	3,105.24
P217619	Accreditation Commission for Education In Nursing, Inc.	SC	Annual Accreditation Fee for Nursing Program	3,100.00
P217801	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10321-2024 IVC Fine Arts Promenade and Coffee Structure Project	3,083.18
P217293	Irvine Printing & Displays	IVC	Supplies for Guided Pathways	3,006.23
P217552	Pearson VUE	IVC	Cisco Vouchers for Accounting	3,000.00
P215501	Pete's Road Service	SC	Blanket PO for Transportation Repairs	3,000.00
P217306	Xerox Corporation	SC	Blanket PO for DSPS Copier Maintenance and Supplies	3,000.00
P217528	Lucille's Smokehouse BBQ	SC	Blanket PO for Homecoming Pep Rally Refreshments	2,900.00
P217786	Curtis Blue Line	SC	Uniform Supplies for Campus Police	2,844.73
P217652	Diversified Business Services	IVC	Promotional Supplies for Career Education	2,773.81
P217631	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Music Association of California Community Colleges Conference in San Diego	2,713.96
P217337	BSN Sports LLC	SC	Practice Gear for Softball	2,651.83
P217769	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10386-2024 Material Testing and Inspection Services for IVC	2,640.56
P217491	VWR International, LLC	SC	Supplies for Biology Labs	2,636.43
P217322	Vadeal Print, Inc.	IVC	Polo Shirts for College Corps	2,616.66

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217140	Tacos and Company	SC	Blanket PO for Latinx Heritage Month Event Refreshments	2,600.00
P217697	Southern California News Group	SOCCCD	OC Register Legal Advertisement for Bid 10438-2024 Student Information System Managed Services	2,596.44
P217696	Southern California News Group	SOCCCD	OC Register Legal Advertisement for RFQ&P 10406-2024 District-Wide Construction Management Services	2,596.44
P217204	Association for Career and Technical Education	IVC	Annual Membership Fees for Career Education	2,568.00
P217725	TravisMathew, LLC	IVC	Training Apparel for Men's Basketball	2,501.76
P217388	Repro Xpress	SOCCCD	Blanket PO for SC @ ATEP Project Reprographics Services	2,500.00
P217418	Repro Xpress	SOCCCD	Blanket PO for SC Baseball Turf and Scoreboard Replacement Project Reprographics Services	2,500.00
P217782	Repro Xpress	SOCCCD	Blanket PO for IVC Warehouse Canopy Project Reprographics Services	2,500.00
P217748	Nivel Parts and Manufacturing LLC	IVC	Battery and Charger for Campus Police Golf Cart	2,497.16
P217229	H2I Group, Inc.	SC	Supplies for Advanced Manufacturing	2,492.08
P217352	EBSCO Information Services	SC	Print Periodical for Library Services	2,455.18
P217712	TravisMathew, LLC	IVC	Training and Instructional Gear for Baseball	2,332.79
P217450	Boundless Network, Inc.	SC	Promotional Supplies for Outreach and Recruitment	2,320.37
P217384	Apple Computer, Inc.	IVC	Computer for Technology Services	2,287.62
P217335	Apple Computer, Inc.	SC	Computer for Athletics	2,264.62

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217518	Angels Baseball, LP	SC	Branded Angels Hats for ASG	2,260.00
P217639	Amazon	SC	Supplies for Automotive Technology	2,177.00
P217173	Foundation for California Community Colleges	SC	Hotspot Internet Service for Gateway Building	2,176.95
P217638	Medline Industries, Inc.	SC	Clinical Supplies for EMT Program	2,138.88
P217249	Ricoh USA, Inc.	SC	Blanket PO for Village 10 Copier Maintenance and Supplies	2,080.00
P217436	McKesson	SC	Training Supplies for Phlebotomy	2,074.93
P217789	Sweetwater	SC	Equipment for Music and Theater	2,046.17
P217687	Gourmet Lovers Catering, Inc.	SC	Blanket PO for Refreshments for Research Symposium	2,000.00
P217255	Orange County Business Council	SOCCCD	Corporate Level Sponsorship for Chancellor's Office	2,000.00
P217690	Power Cleaners	IVC	Blanket PO for Theatre Arts Laundry Services	2,000.00
P217325	Tacos and Company	SC	Blanket PO for Latinx Heritage Month Event Refreshments	2,000.00
P217718	Uline, Inc.	IVC	Blanket PO for Theatre Arts Center and Costume Shop Supplies	2,000.00
P217422	Wells Fargo #4201	IVC	Sponsorship and Registration for City of Irvine Fiesta Latina	2,000.00
P217332	Xerox Corporation	SC	Blanket PO for FMO Copier Maintenance and Supplies	2,000.00
P217223	Northgate Market	IVC	Refreshments for Latinx Heritage Month Celebration	1,999.84
P217428	Amazon	SC	Hygiene Supplies for Basic Needs Center	1,972.65
P217329	Amazon	SC	Hygiene Supplies for Basic Needs Center	1,961.05
P217171	Amazon	SC	Supplies for Basic Needs Center	1,951.22
P217699	Amazon	IVC	Supplies for Pathway to Law Conference	1,930.56

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217806	Community Playthings	SC	Furniture for Child Development Center	1,919.03
P217775	Gourmet Lovers Catering, Inc.	SC	Refreshments for MESA Monday Meet and Greet	1,895.11
P217682	Valley Athletics	IVC	Striping Machine and Paint for Flag Football	1,891.25
P217310	Parkhouse Tire, Inc.	IVC	Supplies for Transportation	1,871.23
P217770	Pocket Nurse Enterprises, Inc.	SC	Supplies for Nursing Skills Lab	1,843.90
P217723	TravisMathew, LLC	IVC	T-Shirts for Men's Basketball	1,807.29
P217499	BSN Sports LLC	IVC	Training Supplies for Men's Volleyball	1,773.38
P217196	MaxAmps	SC	Batteries for College Rover Project	1,770.56
P217449	WAXIE Sanitary Supply	SC	Utility Cart for FMO	1,725.62
P217705	B & H Photo	SOCCCD	Projector Bulbs for Board Room	1,716.22
P217276	Amazon	SC	Celebration Books for Latinx Heritage Month	1,715.36
P217832	Portola High School	IVC	Advertising Space in High School Publication	1,701.00
P217280	Amazon	SC	Supplies for College, Equity, Inclusion, and Access Event	1,697.37
P217263	Fisher Scientific Company, LLC	SC	Supplies for Medical Lab Technician	1,692.62
P217517	Belson Outdoors, LLC	SOCCCD	Bench for SC Quad Renovation Project	1,669.05
P217470	Amazon	SC	Parts for Automotive Technology	1,635.54
P217235	Diversified Business Services	IVC	Promotional Supplies for ELEVATE Program	1,618.00
P217359	Northwood High School	IVC	Advertising Space in High School Publication	1,600.00
P217541	Loll Designs	SOCCCD	Bench for SC Quad Renovation Project	1,596.69
P217764	Board and Brew Ladera Ranch	SC	Refreshments for Word Fest OC Event	1,559.40
P217374	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Puente Program Field Trip	1,526.06

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217469	Amazon	SC	Tools for Automotive Technology	1,510.04
P217502	Barnes & Noble Booksellers, Inc.	SC	Blanket PO for EOPS and NextUp Student Books	1,500.00
P217719	Discount Dance Supply Company	IVC	Blanket PO for Theatre Arts Costume Shop	1,500.00
P217741	Fisher Scientific Company, LLC	SC	Supplies for Biology Labs	1,497.11
P217189	Buddy's All Stars	IVC	Shirts for IDEA Manufacturing Day Event	1,451.52
P217241	FHEG Saddleback College Bookstore	SC	Supplies for Puente Cohort	1,448.15
P217389	Diversified Business Services	SC	Rally Towels for Homecoming Football Game	1,438.48
P217483	Rio Grande Inc.	IVC	Supplies for Ceramics	1,420.20
P217500	BSN Sports LLC	IVC	Tennis Supplies for Athletics	1,408.16
P217281	Aardvark Clay and Supplies	SC	Supplies for Arts, Media, Performance, and Design Online Art Store	1,404.72
P217511	Amazon	IVC	Supplies for Economic Development	1,403.44
P217464	Paradise Bakery & Cafe	SC	Refreshments for AB 705 Student Focus Groups	1,385.47
P217268	McKesson	IVC	AED Pads for Campus Police	1,376.66
P217236	Pacific Coachways Charter Services, Inc.	IVC	Transportation for EOPS Field Trip	1,317.55
P217537	Tangram Interiors	SC	Task Chair for Articulation	1,317.36
P217216	Kelly Spicers Stores	IVC	Printing Supplies for Marketing	1,295.00
P217809	Amazon	SC	Supplies for Basic Needs	1,283.82
P217695	Southern California News Group	SOCCCD	OC Register Legal Advertisement for RFQ&P 10388-2024 Architectural Programming Services for SC	1,276.16

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217356	Woodbridge High School	IVC	Advertising Space in High School Publication	1,260.00
P217510	Amazon	IVC	Supplies for Academic Programs	1,256.90
P217649	Smart Level Media	SOCCCD	District Envelopes for Stores	1,249.90
P217751	ODP Business Systems LLC	SC	Supplies for DSPS	1,246.00
P217728	Amazon	IVC	Supplies for Digital Media Arts	1,215.56
P217452	Veritiv Operating Company	SC	Supplies for FMO	1,205.75
P217713	Capistrano Sewing Machine and Vacuum Company	IVC	Blanket PO for Performing Arts Center and Costume Shop Supplies	1,200.00
P217513	Tennis Warehouse	SC	Supplies for Tennis Court	1,195.96
P217745	Amazon	SC	Supplies for Automotive Technology	1,184.84
P217564	BSN Sports LLC	SC	Apparel for Women's Basketball Team	1,122.06
P217752	Modern Postcard	IVC	Postcard Printing for Outreach Preview Night	1,112.65
P217190	Amazon	SC	Supplies for Automotive Technology	1,084.95
P217808	Amazon	SC	Supplies for Automotive Technology	1,071.83
P217485	Laguna Clay Company	IVC	Supplies for Ceramics	1,067.52
P217471	Diversified Business Services	IVC	Supplies for Library Services	1,067.37
P217432	Amazon	SC	Supplies for DSPS	1,058.63
P217533	Sehi Computer Products	SC	Television for Arts, Media, Performance, and Design	1,052.69
P217501	Amazon	IVC	Supplies for Chemistry	1,042.52
P217406	Redexim North America, Inc.	IVC	Equipment for Transportation	1,036.14
P217508	Irvine High School	IVC	Advertising Space for Marketing	1,035.00
P217308	Paradise Bakery & Cafe	SC	Refreshments for Transfer University Fair	1,025.97

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217355	ODP Business Systems LLC	SC	Supplies for Technology Services	1,012.08
P217563	Canon USA, Inc. Factory Service Center	SC	Blanket PO for Photography Equipment Repairs	1,000.00
P217648	FHEG Saddleback College Bookstore	SC	Blanket PO for Outreach and Strategic Partnerships Bookstore Supplies	1,000.00
P217715	Naimies Beauty Center	IVC	Blanket PO for Theater and Costume Shop Supplies	1,000.00
P217738	BSN Sports LLC	IVC	Locker Room Name Plates for Athletics	999.75
P217468	Amazon	SC	Supplies for Automotive Technology	997.12
P217608	Otto Frei	IVC	Supplies for Fine Arts	980.11
P217689	Tacos and Company	SC	Refreshments for MESA Monday Meet and Greet Event	977.25
P217360	Multi-Health Systems Inc.	IVC	Testing Supplies for DSPS	969.75
P217647	Amazon	IVC	Supplies for Technology Services	957.50
P217211	Sweetwater	SC	Equipment for ASG and Student Development Campus Life Activities	941.08
P217665	Sehi Computer Products	IVC	Video Camera for Technology Services	926.65
P217358	University High School	IVC	Advertising Space in High School Publication	925.00
P217604	Home Depot Mission Viejo Store #614	IVC	Equipment for Cafeteria	924.50
P217820	JCTees.com Corporation	SC	Shirts for Veterans Services Military Appreciation Night	903.27
P217272	Sehi Computer Products	SC	Cabling Supplies for Technology Services	901.33
P217747	Fisher Scientific Company, LLC	SC	Materials for Biology Labs	899.80
P217141	Reynolds Advanced Materials	SC	Supplies for Advanced Manufacturing	894.02

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217565	Pacific Baseball & Softball	SC	Supplies for Baseball	893.79
P217805	Diversified Business Services	IVC	Promotional Supplies for Outreach	869.27
P217202	Gale Force Productions, LLC	IVC	Jerseys for Flag Football	862.00
P217572	Pacific Coachways Charter Services, Inc.	IVC	Transportation for Pathway to Law Field Trip	860.90
P217754	JCTees.com Corporation	SC	Supplies for ASG	852.01
P217253	Kwik Kopy Printing	SC	Promotional Materials for Humanities and Social Sciences	851.99
P217609	AG Consulting dba Sapphire Catering	IVC	Refreshments for Professional Learning Program Event	847.45
P217376	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Puente Program Planners and Books	842.61
P217644	Trane U.S. Inc.	SC	HVAC Supplies for FMO	836.41
P217560	Amazon	SC	Supplies for Athletics	831.44
P217672	Orange County Health Care Agency	SC	Environmental Health Fees for FMO	823.00
P217506	Wells Fargo #4284	SC	T-Shirt Launcher for ASG Events	822.24
P217688	Amazon	SC	Supplies for Word Fest OC Event	811.96
P217620	Bound Tree Medical, LLC	SC	Supplies for Paramedic Program	802.74
P217434	ODP Business Systems LLC	SC	Supplies for Counseling Division	800.30
P217717	Staged Cinema Productions, Inc.	IVC	Blanket PO for Theatre Arts and Costume Shop Supplies	800.00
P217220	Amazon	IVC	Portable Swamp Coolers for FMO	796.44
P217247	Dick Blick Company	IVC	Supplies for Art	787.11
P217512	The Home Depot Pro	SC	Equipment for FMO	774.83

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217260	McKesson	SC	Gloves for Medical Lab Technician Program	770.41
P217706	Boundless Network, Inc.	SC	Marketing and Outreach Supplies for Veterans Center	768.15
P217262	McKesson	SC	Supplies for Medical Lab Technician Program	762.17
P217613	Vadeal Print, Inc.	IVC	Jersey Printing for Women's Soccer	758.29
P217200	Amazon	SC	Supplies for Dia de Los Muertos Event	756.71
P217274	ODP Business Systems LLC	IVC	Supplies for Outreach	751.57
P217354	Division of the State Architect	SC	DSA Fees for Swimming Pool Project Recertification	749.02
P217636	ODP Business Systems LLC	SC	Supplies for Humanities and Social Sciences	732.52
P217206	Rio Grande Inc.	SC	Supplies for Art	730.27
P217210	Thermo Fisher Scientific Asheville, LLC	SC	Equipment for Rover Project	701.89
P217318	ODP Business Systems LLC	IVC	Supplies for MESA Center	696.39
P217803	Billy Tees, Inc.	SC	Hats for Baseball	690.46
P217472	National Association of Colleges and Employers	SC	Annual Membership Fees for Career Center	690.00
P217487	Amazon	IVC	Supplies for Astronomy	689.38
P217724	Vanderbilt Music Co. Inc.	IVC	Supplies for Music	680.86
P217331	Gempler's	SC	Supplies for Horticulture	677.25
P217439	Fisher Scientific Company, LLC	SC	Chemicals for Biology Labs	676.29
P217732	B & H Photo	SC	Student Materials for Photography	672.58
P217278	Amazon	IVC	Supplies for Basic Needs Center	656.75

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217415	Amazon	IVC	Supplies for Pathway to Law School Mock Trial Team	656.12
P217587	B & H Photo	IVC	Supplies for Theatre Arts	656.07
P217686	Paradise Bakery & Cafe	SC	Refreshments for First Generation Transfer Workshop	655.71
P217727	BSN Sports LLC	IVC	Shirts for Men's Volleyball	651.56
P217778	McKesson	SC	Supplies for Clinical Chemistry	650.65
P217600	ODP Business Systems LLC	SC	Supplies for Admissions and Records	650.06
P217700	Amazon	SC	Supplies for English Department	646.47
P217419	Wells Fargo #9227	IVC	Supplies for Campus Police	644.29
P217773	McKesson	SC	Supplies for Health Sciences	640.56
P217650	Amazon	IVC	Supplies for Breast Cancer Awareness Month	637.31
P217458	CDW Government LLC	SC	Headphones for Financial Aid	635.73
P217488	Dooley Enterprises, Inc.	SC	Supplies for Campus Police	635.73
P217814	Emblem Enterprises	SC	Patches for Community Emergency Response Training	633.34
P217815	Faust Harrison Pianos	SC	Blanket PO for Piano Parts and Accessories	625.00
P217373	McKesson	IVC	Medical Supplies for Health and Wellness Center	624.77
P217784	Monkey Joe Speak	SC	Jackets for Student Health and Wellness Center	622.80
P217287	Airgas USA, LLC	IVC	Supplies for Chemistry	613.52
P217351	Monkey Joe Speak	SC	Promotional Materials for Culturally Responsive Pedagogy and Practices Grant	610.30
P217802	Medline Industries, Inc.	SC	Supplies for Medical Lab Technician Program	608.38
P217555	ODP Business Systems LLC	SC	Supplies for Copy Center	604.25

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217635	Amazon	SC	Supplies for Kinesiology and Cheer Team	600.58
P217302	The RP Group, Inc.	SC	Annual Membership Fees for Office of Research, Planning, and Accreditation	590.00
P217559	Aardvark Clay and Supplies	SC	Supplies for Fine Arts	585.99
P217147	Dick Blick Company	SC	Supplies for Theatre Technology	574.22
P217454	B & H Photo	SC	Supplies for Cinema, TV, and Radio	564.55
P217548	W. W. Grainger, Inc.	SC	Plumbing Supplies for FMO	564.25
P217615	Orange County Wholesale Flowers Group Inc.	SC	Flowers for Dia de los Muertos Celebration	558.75
P217656	Donato Martinez	IVC	Touch the Sky Books for Puente Program	549.53
P217172	Amazon	SC	Supplies for Dia de Los Muertos Event	540.97
P217779	Amazon	SC	Supplies for Pathway to Law Advisory Council Meeting	537.79
P217733	Dick Blick Company	SC	Supplies for Photography	530.45
P217192	Amazon	IVC	Supplies for ELEVATE Event	523.95
P217284	Northgate Market	IVC	Refreshments for Dia de los Muertos Celebration	519.89
P217664	DiscTech LLC	IVC	Server Hard Drives for Technology Services	518.79
P217794	ODP Business Systems LLC	IVC	Supplies for Admissions and Records	512.32
P217659	Scantron Corporation	IVC	Scantrons for Mathematics	510.04
P217291	California Association of Community College Registrars and Admissions Officers	IVC	Annual Membership Fees for Admissions and Records	500.00

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217330	California Association of Community College Registrars and Admissions Officers	SC	Annual Membership Fees for Admissions and Records	500.00
P217714	Discount Dance Supply Company	IVC	Blanket PO for Dance Costumes	500.00
P217463	Paradise Bakery & Cafe	SC	Refreshments for IVC and SC Research Symposium	500.00
P217405	Superior Press	SOCCCD	Blanket PO for Fiscal Services Supplies	500.00
P217549	Wells Fargo #3765	SC	Advertising for Word Fest OC Event	500.00
P217474	Amazon	IVC	Costume Supplies for Theatre Arts	499.36
P217218	Wells Fargo #9227	IVC	Supplies for Theatre Arts	497.91
P217426	Wells Fargo #9227	IVC	Headsets for Performing Arts	492.76
P217413	ODP Business Systems LLC	SC	Supplies for Student Health and Wellness Center	491.47
P217476	Amazon	IVC	Costume Supplies for Theatre Arts	489.91
P217567	ODP Business Systems LLC	SC	Supplies for STEM	488.00
P217605	Amazon	IVC	Costume Supplies for Theatre Arts	469.98
P217625	McKesson	SC	Supplies for Paramedic Program	466.99
P217390	Fast Action Basketball, Inc.	IVC	Supplies for Athletic Equipment Room	458.68
P217369	Dick Blick Company	SC	Supplies for Online Art Store	455.51
P217328	ODP Business Systems LLC	SC	Supplies for Counseling	453.97
P217759	Valley Athletics	IVC	Equipment for Flag Football	452.44
P217504	ODP Business Systems LLC	SOCCCD	Supplies for Central Services	447.65

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217515	Fisher Scientific Company, LLC	SC	Supplies for Marine Science and Geology Labs	443.85
P217290	Amazon	SC	Materials for Jewelry Class	438.67
P217455	KeyboardTEK, LLC	SC	Keyboard Programming Book for Theater Arts Production	425.00
P217756	McKesson	IVC	Supplies for Health Center	424.36
P217416	CDW Government LLC	IVC	Supplies for Technology Services	422.60
P217734	Amazon	SC	Supplies for Photography	421.91
P217270	Amazon	IVC	First Aid Kits for Campus Departments	419.90
P217624	Irvine Printing & Displays	IVC	Lawn Signs for ELEVATE Program	415.70
P217437	BSN Sports LLC	IVC	Training Shoes for Women's Basketball	414.73
P217543	Amazon	IVC	Supplies for Veterans Services	412.75
P217579	Amazon	IVC	Supplies for Veterans Services	410.12
P217482	ODP Business Systems LLC	IVC	Supplies for Geology	404.52
P217425	ODP Business Systems LLC	IVC	Supplies for Testing Center	401.64
P217377	California Community College Chief Instructional Officers	SC	Annual Membership Fees for Office of Instruction	400.00
P217737	California Community College Women's Basketball Coaches Association	IVC	Annual Membership Fees for Women's Basketball	400.00
P217795	Ingardia Brothers Produce, Inc.	SC	Blanket PO for ASG and Culinary Arts Supplies	400.00
P217349	Mass Depot LLC	IVC	Supplies for Transportation	394.10
P217261	McKesson	SC	Supplies for Health Sciences	392.55

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217431	W. W. Grainger, Inc.	SC	Custodial Supplies for FMO	370.16
P217264	ODP Business Systems LLC	SC	Supplies for Health and Wellness	368.28
P217827	Amazon	IVC	Supplies for Counseling Center	365.11
P217498	Wards Science	IVC	Supplies for Chemistry	350.83
P217230	B & H Photo	SC	Podium for McKinney Theatre	350.32
P217148	McKesson	SC	Supplies for Biology Labs	341.78
P217576	Amazon	SC	Supplies for MESA Center	340.32
P217762	Amazon	SC	Supplies for Word Fest OC Event and First-Generation Transfer Workshop	339.91
P217810	OC Habitats	SC	Field Trip for Environmental Studies	335.00
P217771	Pocket Nurse Enterprises, Inc.	SC	Training Supplies for Nursing Skills Lab	332.59
P217240	Amazon	IVC	Costumes and Props for Dance	331.78
P217654	Wells Fargo #9227	IVC	Supplies for Library	328.64
P217245	Amazon	SC	Electrical Supplies for FMO	322.93
P217519	GST	SC	Cables for Technology Services	322.17
P217194	Irvine Printing & Displays	IVC	Supplies for ELEVATE Program	320.02
P217305	Amazon	IVC	Supplies for Social and Behavioral Sciences	318.70
P217145	W. W. Grainger, Inc.	SC	Supplies for Architecture and Drafting	315.66
P217266	ODP Business Systems LLC	SC	Supplies for MESA Center	315.56
P217174	ODP Business Systems LLC	SC	Refreshments for MESA Cohort Career Launch Sessions	314.97
P217441	ODP Business Systems LLC	SC	Supplies for Academic Senate and Office of Instruction Meetings	314.85
P217507	ODP Business Systems LLC	SC	Supplies for Economic Workforce Advancement	314.55

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217371	Amazon	IVC	First Aid Kits for Health Center	312.26
P217198	Amazon	SC	Supplies for College, Equity, Inclusion, and Access Event	310.58
P217170	Wells Fargo #9227	IVC	Stickers for Writing Center	310.32
P217327	CDW Government LLC	SC	Supplies for Technology Services	305.97
P217298	Fisher Scientific Company, LLC	SC	Supplies for Biology Labs	302.86
P217736	Tennant Sales and Service Company	IVC	Off-Site Repairs for FMO Equipment	301.92
P217614	Amazon	SC	Books for Instructional Support and Teaching Innovations	300.43
P217716	Richard The Thread & Empire Tape Co.	IVC	Supplies for Theatre Arts and Costume Shop	300.00
P217477	ODP Business Systems LLC	SOCCCD	Supplies for Technology Services	296.67
P217505	Wells Fargo #4284	SC	Breakaway Banner for ASG Events	295.07
P217694	ODP Business Systems LLC	IVC	Supplies for Athletics	294.39
P217493	ODP Business Systems LLC	IVC	Supplies for Language and Learning	293.78
P217643	Orange County Health Care Agency	SC	Environmental Health Fees for FMO	292.00
P217445	Amazon	SC	Costume Supplies for Theatre Arts	290.82
P217380	Amazon	SC	Supplies for Architecture	290.60
P217622	ODP Business Systems LLC	IVC	Supplies for ELEVATE Program	289.78
P217799	B & H Photo	SC	Supplies for Photography	286.55
P217153	Amazon	IVC	Supplies for Social and Behavioral Sciences	285.95

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P217742	Amazon	SC	Props for Theatre Arts	282.77
P217750	ODP Business Systems LLC	SC	Supplies for Emeritus Institute	282.36
P217642	ODP Business Systems LLC	IVC	Supplies for Outreach	281.00
P217313	ODP Business Systems LLC	SC	Supplies for Adult Education	279.43
P217239	Amazon	IVC	Supplies for Campus Police	278.64
P217785	Amazon	IVC	Costume Supplies for Theatre Arts	277.92
P217215	Wells Fargo #9227	IVC	Supplies for Marketing	276.58
P217545	Amazon	SC	Supplies for Diversity, Equity, Inclusion, and Accessibility	275.79
P217618	National Council for Marketing and Public Relations	SC	Annual Membership Fees for Health and Wellness	275.00
P217658	Irvine Printing & Displays	IVC	Supplies for Office of Instruction	274.76
P217184	Fisher Scientific Company, LLC	SC	Supplies for Phlebotomy	273.69
P217811	ODrive Robotics, Inc.	SC	Parts for STEM College Rover Project	272.54
P217315	WAXIE Sanitary Supply	SC	Custodial Supplies for FMO	270.58
P217547	ODP Business Systems LLC	SC	Supplies for Kinesiology	269.92
P217307	Xerox Corporation	SC	Blanket PO for Counseling Copier Maintenance and Supplies	265.85
P217569	Amazon	SC	Supplies for Emeritus Institute	253.38
P217237	ODP Business Systems LLC	SC	Supplies for Success Coach	250.40

South Orange County Community College District

South Orange County Community College District
Purchase Order Ratification (Amount)
September 16, 2024 through October 15, 2024

PO No.	Supplier	Location	Description	Amount
P216839	Austin Orange County Hardwoods, Inc.	SC	Blanket PO for Art Supplies	250.00
P217585	National Dance Education Organization	IVC	Annual Membership Fees for Dance	250.00
396 Purchase Orders $250 and Above				**4,744,991.62**
227 Purchase Orders Under $250				**25,465.81**
623 Total Purchase Orders				**4,770,457.43**

South Orange County Community College District

South Orange County Community College District
Checks and Disbursement Ratification
September 16, 2024 through October 15, 2024

Fund	Checks and Disbursements	Amount
01 General Fund	1,364	9,396,457.86
09 SC Community Education	10	25,888.76
12 Child Development	4	1,043.52
40 Capital Outlay	115	15,421,224.75
68 Self Insurance	4	20,392.89
71 Retiree Benefit	3	590,323.80
84 Student Financial Aid	3,643	5,424,118.00
95 SC Associated Student Government	15	10,408.28
96 IVC Associated Student Government	7	13,575.69
97 Student Representation Fee	3	7,926.00
Total	**5,168**	**30,911,359.55**

9. 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.

Subject	**9.8 SOCCCD: Contracts**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

In accordance with Board Policy 2430 - *Delegation of Authority to the Chancellor,* the Chancellor or designee is authorized to approve individual business contracts less than $200,000, with the following exception: contracts involving bid limits, the Chancellor or designee shall be limited to $114,500 for equipment, supplies, and maintenance projects.

STATUS

From September 16, 2024 through October 15, 2024, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved the below identified number of total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	53	≥$5,000 to <$200,000	$1,097,508.18
B	4	≥$15,000 to <$200,000	$160,307.35
C	59	≥$0.01 to <$5,000	$96,287.56
D	12	$ Zero Value	$0.00
TOTAL	**128**		**$1,354,103.09**

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratifies the contracts as listed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
C.2 EXH A-D SOCCCD Contracts 11.18.24.pdf (1,646 KB)

South Orange County Community College District

September 16, 2024 through October 15, 2024
Board Date: November 18, 2024
Contracts with Values ≥$5,000 to <$200,000

	Contractor Name	Summary of Service	Start Date	End Date	Location	Contract Total Amount
1	ArbiterPay Trust Account	To provide game officials as needed for athletic events.	10/4/2024	10/3/2025	SC	$75,000.00
2	A3 Communications, Inc. dba Blue Violet Networks	To provide troubleshooting and repair services as needed for camera and access control devices.	10/1/2024	9/30/2029	IVC	$69,600.00
3	The Turnip Rose Co.	To provide catering, event supplies, and setup services for Foundation Awards Dinner.	3/7/2025	3/7/2025	IVC - Foundation	$65,000.00
4	Gartner, Inc.	Subscription to IT Leaders Access Advisor License for Technology Services District-wide.	10/1/2024	9/30/2025	SOCCCD	$50,300.00
5	Eplus Technology, Inc.	Renewal of VMware Support for Horizon subscription related to virtual desktop software.	8/12/2024	8/11/2025	IVC	$46,920.00
6	The Anaheim Group, Inc.	To provide DSA inspection services for District Warehouse Canopy at IVC.	10/1/2024	6/30/2025	SOCCCD	$43,400.00
7	Sonocent, LLC	Renewal of Audio Notetaker and Education Notetaking Accommodation Requests software for DSPS.	9/9/2024	9/8/2027	SC	$41,499.00
8	Capital Engineering Consultants, Inc.	To provide building commissioning services for Library HVAC Replacement, Reroof, and Remodel Projects.	10/7/2024	9/16/2025	IVC	$40,800.00
9	BeyondTrust Corporation	Renewal of Privilege Access Management and Remote Desktop Security maintenance and support.	10/1/2024	9/30/2025	SOCCCD	$37,213.12
10	Hyatt Regency Irvine	To provide facility, lodging, and meals for Great Teachers Conference.	6/7/2025	6/8/2025	SC	$30,019.34
11	Masterprep Academy Franchising LLC	To provide international student recruitment services in China.	10/10/2024	10/9/2029	SC	$30,000.00

	Contractor Name	Summary of Service	Start Date	End Date	Location	Contract Total Amount
12	A. Niesingphotographer	To provide photography and videography production services for Day in the Life of a Saddleback Student campaign.	10/1/2024	2/28/2025	SC	$29,500.00
13	American Security Group	Renewal of preventative maintenance and repair services for Blue Pole emergency phone towers.	9/23/2024	9/22/2025	IVC	$29,400.00
14	BKF Engineers	To provide land survey services for SC SSC Building Renovation Project.	10/1/2024	9/30/2029	SOCCCD	$26,686.00
15	Southern California News Group	To provide sponsored articles and advertisements in Orange County Register.	10/1/2024	9/30/2025	SOCCCD	$25,000.00
16	Orange County Business Journal	To provide print advertising services to promote enrollment.	10/1/2024	5/12/2025	IVC	$24,500.00
17	UCLA Lake Arrowhead Lodge	To provide facility, lodging, and meals for Student Leadership Retreat.	11/8/2024	11/10/2024	IVC - ASG	$22,696.00
18	CDW Government, LLC	Renewal of Tenable Health Check Remote security tool and online training for Technology Services.	9/11/2024	9/10/2025	IVC	$20,265.75
19	The Lime Truck	To provide subsidized food truck services.	9/30/2024	6/30/2025	SC	$20,000.00
20	Zoom Video Communications, Inc.	Renewal of hosted Zoom video services for District Services.	10/11/2024	10/10/2025	SOCCCD	$19,602.00
21	Zapp Pest Management	To provide pest control services for IVC and IDEA.	7/1/2024	6/30/2025	IVC	$16,845.00
22	In-N-Out Burger	To provide catering services for Senior Day.	4/22/2025	4/22/2025	SC	$16,270.25
23	BCH Waterworks	To provide aquarium maintenance services for Child Development Center.	7/1/2024	6/30/2029	SOCCCD	$15,300.00
24	Indoor Eden	To provide indoor plant maintenance for Performing Arts Center.	7/1/2024	6/30/2027	IVC	$15,300.00
25	Haitbrink Asphalt Paving, Inc.	To provide asphalt repair and restriping services for ADA stalls in Lot 10.	9/27/2024	12/14/2024	IVC	$14,980.00
26	Quezada Pro Landscape, Inc.	To provide tree trimming and removal services campus-wide.	9/20/2024	11/3/2024	IVC	$14,825.00
27	Inland Building Construction Companies, Inc.	To provide concrete curb installation services for SC Parking Lot 12 Expansion and Softball Project.	10/9/2024	12/7/2024	SOCCCD	$14,345.00

	Contractor Name	Summary of Service	Start Date	End Date	Location	Contract Total Amount
28	C.E.M. LAB Corporation	To provide geotechnical services for District Warehouse Canopy at IVC.	10/1/2024	6/30/2025	SOCCCD	$14,199.00
29	Lopez Works Incorporated	To provide quarterly street sweeping services.	8/26/2024	8/25/2025	SC	$13,790.00
30	SchoolsFirst Federal Credit Union	To provide and maintain ATMs at SC and IVC. (Revenue)	7/31/2024	7/30/2029	SOCCCD	$12,600.00
31	PDG Wallcoverings	To provide interior painting services in Fine Arts, PE, and LRC buildings.	9/23/2024	1/22/2025	SC	$12,560.59
32	EIDIM AV Technology	To provide AV system upgrades and programming services in A123.	10/7/2024	11/1/2024	IVC	$12,479.92
33	P2S LP	To provide engineering services for Science Building LED Retrofit Project.	9/23/2024	11/30/2025	SC	$12,300.00
34	SOHO TACO Gourmet Taco Catering, LLC	To provide catering services for 2024 High School Counselor Conference.	11/8/2024	11/8/2024	IVC	$11,806.81
35	Signature Painting, Inc.	To provide exterior painting services at SSC building.	9/25/2024	11/14/2024	SC	$11,460.00
36	Covoc Corporation	To provide roller shade installation services in B200, B300, PE200, and SSC buildings.	9/16/2024	12/14/2024	IVC	$11,291.49
37	Weatherproofing Technologies, Inc.	To provide roof maintenance services at HS building.	9/23/2024	9/21/2025	SC	$10,410.00
38	Current Electric	To provide electrical services at SCI 228 and HS stairwells.	9/25/2024	11/25/2024	SC	$9,600.00
39	Eplus Technology, Inc.	Renewal of Citrix network load balancing software.	10/2/2024	10/1/2025	IVC	$9,480.98
40	The Leadership Consultancy, Inc.	To provide professional development consulting services for Office of Instruction.	10/1/2024	12/31/2024	IVC	$9,250.00
41	Handshake	Renewal of Premium Subscription for online job and career portal.	10/1/2024	9/30/2027	IVC	$9,000.00
42	Steven L. Craig & Associates, Inc.	To provide scoreboard installation services at swimming pool.	9/23/2024	1/8/2025	SC	$8,982.00
43	Corporate Business Interiors	To provide cubicle reconfiguration for Fiscal Services.	10/1/2024	4/30/2025	SOCCCD	$8,724.93
44	Interviewing.com, LLC	Renewal of Interview Prep software for Career Center.	10/1/2024	9/30/2027	IVC	$7,875.00

	Contractor Name	Summary of Service	Start Date	End Date	Location	Contract Total Amount
45	Eplus Technology, Inc.	Renewal of Ekahau wi-fi troubleshooting software.	12/21/2024	12/20/2025	IVC	$7,825.00
46	WA State Board for Community & Technical Colleges	Guest Speaker to provide professional development on Integrated Basic Education Skills and Training instructional model for District-wide faculty and staff.	12/11/2024	12/11/2024	SC	$7,500.00
47	Town & Country Glass	To provide window replacement services on third floor of HS building.	10/10/2024	10/23/2024	SC	$7,111.00
48	Deidre (Dashka) Slater	For author of The 57 Bus to present at One Book, One College event.	4/16/2025	4/30/2025	SC	$6,500.00
49	Sports Facilities Group, Inc.	To provide bleacher repair services in Gymnasium.	8/27/2024	11/26/2024	SC	$6,495.00
50	Tacos and Company	To provide catering services for AMPD Day of The Dead event.	11/1/2024	11/1/2024	SC	$6,000.00
51	A. Niesingphotographer	To provide photography services for VETS Center.	10/23/2024	11/23/2024	SC	$5,000.00
52	JJL International Education Exchange Promotion Ltd.	To provide international student marketing and recruitment services in China.	9/9/2024	9/8/2025	SC	$5,000.00
53	Unimates Co., Ltd.	To provide international student recruitment services in Vietnam.	10/13/2024	10/12/2029	IVC	$5,000.00
Total for all contracts with values ≥$5,000 to <$200,000						**$1,097,508.18**

South Orange County Community College District

September 16, 2024 through October 15, 2024
Board Date: November 18, 2024
Contracts awarded through the California Uniform Public Construction Cost Accounting Act (CUPCCAA) with values ≥$15,000 to <$200,000

	Contractor Name	Summary of Service	# of Contractors Solicited	# of Bids Received	Location	Rationale for Award	Total Contract Amount
1	Abigail Electric, Inc.	To provide temporary power for SC Parking Lot 12 Expansion and Softball Project.	632	7	SOCCCD	Contract awarded to lowest responsive, responsible bidder.	$73,426.85
2	Mesa Energy Systems, Inc.	To replace chilled water valves in Science Building.	4	4	SC	Contract awarded to lowest responsive, responsible bidder.	$38,528.00
3	Castlerock Environmental, Inc.	To provide abatement services in Library.	1	1	IVC	Emergency contract award.	$24,940.00
4	Collins Company	To provide windscreen replacement services at baseball field.	3	3	SC	Contract awarded to lowest responsive, responsible bidder.	$23,412.50
Total for all CUPCCAA contracts ≥$15,000 to <$200,000							**$160,307.35**

South Orange County Community College District

September 16, 2024 through October 15, 2024
Board Date: November 18, 2024
Contracts with Values ≥$0.01 to <$5,000

	Contractor Name	Contract Type	Start Date	End Date	Location	Contract Total Amount
1	Mark IV Communications, Inc.	Construction Services	9/16/2024	10/11/2024	SOCCCD	$4,968.94
2	SOHO TACO Gourmet Taco Catering, LLC	Catering Services	10/18/2024	10/18/2024	SC - ASG	$4,925.90
3	The Regents of the University of California	Anatomical Materials Use Agreement	11/2/2024	6/30/2025	IVC	$4,730.00
4	End2End Public Safety	Software License	7/1/2024	6/30/2025	IVC	$4,678.00
5	Vital Link Education-Business Consortium	Independent Contractor	7/1/2024	6/30/2025	SC	$3,576.00
6	School Services of California, Inc.	Publication Subscription	9/1/2024	8/31/2025	SOCCCD	$3,420.00
7	The Habit Restaurants, LLC	Catering Services	10/25/2024	10/25/2024	IVC	$3,372.58
8	H2 Environmental Consulting Services, Inc.	Environmental Consultant Services	10/14/2024	2/10/2025	IVC	$3,100.00
9	Casey John Rice	Guest Artist	10/16/2024	11/3/2024	SC	$3,000.00
10	Score It Up, LLC	Guest Speaker	11/8/2024	11/8/2024	IVC	$3,000.00
11	PolicyMap, Inc.	Software License	11/14/2024	11/13/2025	SC	$2,780.00
12	H2 Environmental Consulting Services, Inc.	Environmental Consultant Services	9/20/2024	11/15/2024	SOCCCD	$2,752.50
13	Caught in the Moment	Independent Contractor	10/25/2024	10/25/2024	SC - Foundation	$2,500.00
14	Jewels Productions	Guest Artist	10/10/2024	10/10/2024	SC	$2,500.00
15	National Economic Education Delegation	Guest Speaker	10/18/2024	10/18/2024	SC	$2,500.00
16	Reports On Housing, Inc.	Guest Speaker	10/18/2024	10/18/2024	SC	$2,500.00
17	Wasp Barcode Technologies	Software License	10/29/2024	10/28/2025	SC	$2,336.00
18	Barkshire Laser Leveling, Inc.	Construction Services	10/1/2024	6/30/2025	IVC	$2,300.00
19	Vertiv Corporation	Software License	10/15/2024	10/14/2025	SC	$2,150.00
20	Tacos and Company	Catering Services	10/10/2024	10/10/2024	SC	$2,121.55
21	Music Theatre International	License and Royalties	5/9/2025	5/17/2025	SC	$2,060.00
22	Soo Jung Park	Guest Artist	10/3/2024	6/30/2025	SC	$2,000.00
23	Sound Image Integration	Independent Contractor	9/30/2024	6/30/2025	SC	$2,000.00
24	Sway Medical, Inc.	Software License	7/1/2024	6/30/2025	SC	$1,595.00
25	Génesis Lara	Guest Speaker	10/8/2024	10/8/2024	SC	$1,500.00
26	Angela Romero	Guest Artist	10/3/2024	6/30/2025	SC	$1,200.00
27	Arturo Pacheco	Guest Artist	10/16/2024	11/3/2024	SC	$1,200.00
28	Ivelina M Kofler	Guest Artist	10/3/2024	6/30/2025	SC	$1,200.00

	Contractor Name	Contract Type	Start Date	End Date	Location	Contract Total Amount
29	Juanita Marie Jackson	Guest Artist	10/3/2024	6/30/2025	SC	$1,200.00
30	Patricia Linn Awaa	Guest Artist	10/3/2024	6/30/2025	SC	$1,200.00
31	Elijah Michael Parra	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
32	James Beall	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
33	Joseph Chad Harris	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
34	Julian Rymar	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
35	Kevin Homma	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
36	Scott A. Cokely	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
37	Will Vargas	Guest Artist	10/16/2024	11/3/2024	SC	$1,100.00
38	Byron D. Gonzalez	Guest Artist	10/18/2024	10/18/2024	SC - ASG	$1,060.00
39	Pamana Kali	Guest Artist	10/9/2024	10/9/2024	IVC	$800.00
40	Lighter Than Air Balloons	Independent Contractor	10/1/2024	10/1/2024	IVC	$748.86
41	Namrata Poddar	Guest Speaker	10/18/2024	10/18/2024	SC	$600.00
42	UpToDate, Inc.	Software License	1/1/2025	12/31/2025	SC	$579.00
43	IPA Source, LLC	Software License	12/1/2024	11/30/2025	SC	$535.00
44	Gustavo Arellano	Guest Speaker	10/18/2024	10/18/2024	SC	$500.00
45	Kristopher M. Kloss	Independent Contractor	10/25/2024	10/25/2024	SC - Foundation	$500.00
46	Maria Cristina F. Gramling	Guest Speaker	10/18/2024	10/18/2024	SC	$500.00
47	Salvador Zarate	Guest Speaker	10/3/2024	10/3/2024	SC	$500.00
48	Zen Center of Orange County	Guest Artist	10/3/2024	10/3/2024	SC	$500.00
49	Ballet Folklorico de CSUF	Guest Artist	10/2/2024	10/2/2024	IVC	$450.00
50	Saeko Kujiraoka Zirkelbach	Guest Artist	10/2/2024	10/2/2024	SC	$450.00
51	Caroline Gillaspie	Guest Speaker	3/14/2025	3/14/2025	SC - Foundation	$400.00
52	Harris Ostrander	Guest Artist	10/4/2024	10/4/2024	SC	$400.00
53	Karen McKinnon	Guest Speaker	1/24/2025	1/24/2025	SC - Foundation	$400.00
54	Russell A. Bennett	Guest Speaker	11/12/2024	11/12/2024	SC	$300.00
55	Richard Soto	Guest Artist	10/11/2024	10/11/2024	SC	$250.00
56	CDW Government, LLC	Software License	9/17/2024	9/16/2025	SOCCCD	$214.23
57	William J. Havlicek, PhD	Guest Artist	3/15/2024	3/15/2024	IVC	$200.00

	Contractor Name	Contract Type	Start Date	End Date	Location	Contract Total Amount
58	The Myers-Briggs Company	Software License	11/15/2024	11/14/2025	SC	$195.00
59	Sehi Computer Products	Software License	10/1/2024	9/30/2025	SC	$139.00
Total for all contracts with values ≥$0.01 to <$5,000						**$96,287.56**

September 16, 2024 through October 15, 2024
Board Date: November 18, 2024
Contracts with Values of $0

	Contractor Name	Contract Type	Start Date	End Date	Location	Contract Total Amount
1	California State University, East Bay	Memorandum of Understanding	8/26/2024	8/25/2029	SC	$0.00
2	Colette's Children's Home, Inc.	Clinical Affiliation	10/10/2024	10/9/2029	SC	$0.00
3	Community Action Partnership of Orange	Guest Speaker	2/12/2025	4/9/2025	IVC	$0.00
4	CSULB	Internship Agreement	8/1/2024	7/31/2029	IVC	$0.00
5	Fiesta Gourmet, LLC	Food Truck Services	9/12/2024	5/22/2025	IVC	$0.00
6	Friendship Shelter, Inc.	Clinical Affiliation	10/15/2024	10/14/2029	SC	$0.00
7	Pacific Foot and Ankle	Clinical Affiliation	9/30/2024	9/29/2029	SC	$0.00
8	Paloma Medical Partners, A California General Partnership	Clinical Affiliation	10/10/2024	10/9/2029	SC	$0.00
9	Second Harvest Food Bank of Orange County	Internship Agreement	9/6/2024	9/5/2025	IVC	$0.00
10	Tri-City Medical Center Laboratory Services	Clinical Affiliation	12/17/2024	12/16/2029	SC	$0.00
11	University of Southern California	Internship Agreement	9/9/2024	12/18/2024	IVC	$0.00
12	Vanguard University	Clinical Affiliation	10/1/2024	9/30/2027	SC	$0.00

9. 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.

Subject	**9.9 SOCCCD: September 2024 – October 2024 Change Orders/Amendments**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND/STATUS

In accordance with Board Policy 2430 - *Delegation of Authority to the Chancellor,* the Vice Chancellor of Business Services, or designee, reviewed and approved the below identified number of change orders and amendments following review by legal counsel, when appropriate.

EXHIBIT A includes change orders and amendments to contracts that had an original contract value in excess of $200,000. The change orders and amendments are included as backup to EXHIBIT A since their contract values originally exceeded $200,000.

EXHIBIT B includes a listing of change orders and amendments to contracts that had an original contract value less than $200,000. The listing of these change orders and amendments includes the contractor name, a description of the change, the dollar value of the change, and the revised total contract amount.

Change orders and amendments summaries are as follows:

EXHIBIT	# OF CHANGE ORDERS/ AMENDMENTS	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS/ AMENDMENTS AMOUNT	REVISED TOTAL CONTRACT AMOUNT
A	8	≥$200,000	$513,317.00	$30,996,280.75
B	16	<$200,000	$95,950.81	$979,861.90
TOTAL	**24**		**$609,267.81**	**$31,976,142.65**

RECOMMENDATION

The Chancellor recommends the Board of Trustees ratifies the change orders and amendments as listed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
C.3 EXH A-B SOCCCD Change Orders & Amendments.pdf (4,193 KB)

South Orange County Community College District

Amendments to Board Approved Contracts
$200,000 and Over
September 16, 2024 through October 15, 2024
Board Date: November 18, 2024

	Contractor Name	Summary of Service	Start Date	End Date	Location	Change Order / Amendment Amount	Revised Total Contract Amount
1	Ellucian Company, LLC	Amend No. 7 - To increase contract value for On-Demand Training for Banner Implementation Project.	12/1/2022	11/30/2027	SOCCCD	$30,152.00	$19,312,508.00
2	Icon West, Inc.	Change Order No. 2 - To increase contract value for relocation of two additional trees and addition of temporary walkway for pedestrian access and traffic rated box for SC Quad Barrier Project.	5/21/2024	2/17/2025	SOCCCD	$11,986.00	$6,051,698.00
3	U.S. Department of Education	Amend No. 1 - To increase funding allocation for Year 3 of Asian American Native American Pacific Islander Serving Institutions Grant. (Revenue)	10/1/2022	9/30/2027	IVC	$70,466.00	$2,069,694.00
4	Chancellor's Office/California Community Colleges	Amend No. 2 - To increase MESA Grant funding allocation for 2024-2025. (Revenue)	1/1/2023	7/31/2027	IVC	$139,393.00	$1,844,650.75
5	OBR Architecture, Inc.	Amend No. 2 - To increase contract value for additional structural detailing of outdoor custom elements for IVC Fine Arts Promenade Landscape/Hardscape/ Coffee Structure and Performing Arts Yard Renovation.	4/1/2023	3/31/2025	IVC	$11,320.00	$658,420.00
6	The Anaheim Group, Inc.	Amend No. 1 - To change DSA Class 2 Inspector to Project Engineer for SC @ ATEP Project.	1/3/2023	1/2/2025	SOCCCD	$0.00	$495,900.00
7	ACCO Engineered Systems, Inc.	Amend No. 3 - To exercise option to extend term by one year for preventative maintenance services for HVAC systems at IVC and ATEP.	8/1/2021	7/31/2025	IVC	$0.00	$283,210.00

	Contractor Name	Summary of Service	Start Date	End Date	Location	Change Order / Amendment Amount	Revised Total Contract Amount
8	Instructure, Inc.	Amend No. 1 - To extend term by 159 days and increase contract value for Phase 2.0 Employer Badging Portal for SCALE Project pursuant to Board approval of FCCC Agreement 0000-6797 on October 23, 2023.	1/23/2024	6/30/2025	SC	$250,000.00	$280,200.00
Total for all change orders and amendments $200,000 and over						**$513,317.00**	**$30,996,280.75**

Docusign Envelope ID: BDDC27F2-C38B-4501-BDE5-E641C37CAE2E

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 7

THIS AMENDMENT to AGREEMENT No. DSIT-ITSFA-6326-2022 between Ellucian Company, LLC and South Orange County Community College District to provide ERP solution, software and implementation services.

Ellucian Company, LLC and South Orange County Community College District do mutually agree as follows:

1. See Attachment 1 – Order Form to add Ellucian Banner On-Demand Training (ODT) for up to 25 users to provide supplemental resources (i.e., web-based training programs) to members of District implementation team through November 30, 2027 (Ellucian Reference No. S0104-269112-091724). The increase in total contract value shall be set at $30,152.

2. The total increase in contract value for this Amendment No. 7 is set in the amount of $30,152 for a new revised total contract not to exceed value of $19,312,508.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date signed below.

ELLUCIAN COMPANY, LLC

Signature: DocuSigned by: Lydia Turberville 811E5545D01C4BF...

Print Name: Lydia Turberville

Title: Sr Manager, Acct Rev Operations

Date: 9/24/2024

South Orange County Community College District

Signature: DocuSigned by: 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs.

Date: 9/24/2024

ON DEMAND TRAINING ORDER FORM

This On Demand Training Order Form (the "Order Form") is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and South Orange County Community College District ("Client") and amends the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance, as applicable (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs ("Web-Based Training Programs") that Ellucian makes available during the applicable Subscription Period. By no later than thirty (30) days after the Execution Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Component Systems. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form ("Subscription Fees"), Ellucian will make available to Client each new version of the Web-Based Training Programs that Ellucian makes available during the applicable Subscription Period. Each such new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance.

Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Component System, and Client's right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the License Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and Confidential Information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated or authorized by Client.

Term. As used herein, any reference to the "Term" shall mean the period from October 1, 2024 (the "Beginning Date") through November 30, 2027 (the "Expiration Date") and any reference to a "Contract Year" shall mean each period of twelve (12) consecutive months ending on November 30.

No Automatic Renewal. Following the Term, Client's license to access and use the Web-Based Training Programs under this Order Form will not automatically renew such that the parties must execute a written agreement for continued use of and access to Ellucian On Demand Training beyond the Expiration Date.

Cloud Software	
Description [1]	Fee
ELLUCIAN ON DEMAND TRAINING - 25 named user(s)	Included
TOTAL (for Partial Contract ending November 30, 2024)	**$1,500**
TOTAL (for Contract Year ending November 30, 2025)	**$9,000**
TOTAL (for Contract Year ending November 30, 2026)	**$9,540**
TOTAL (for Contract Year ending November 30, 2027)	**$10,112**

Notes:

[1] For product descriptions and service standards, see www.ellucian.com/contracts-and-documentation.

Invoicing. Ellucian will invoice Client on an annual basis, in advance of each applicable Contract Year in accordance with the subscription fees identified in the table above (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date).

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian	**Client**
By: DocuSigned by: Lydia Turberville B11E5545D01C3BE...	**By:** DocuSigned by: 0C36FC66437C4EE...
Authorized Signature	*Authorized Signature*
Name: Lydia Turberville	**Name:** Priya Jerome
Printed	*Printed*
Title: Sr Manager, Acct Rev Operations	**Title:** Exec. Director, Procurement, Central Srvs. & RM
Date: 9/24/2024	**Date:** 9/24/2024

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before September 30, 2024.

Client Accounts Payable Contact Information:	
Name:	Accounts Payable
Address:	28000 Marguerite Parkway
City, State, Zip:	Mission Viejo, CA, 92692
Email Address:	accountspayable@socccd.edu
PO# (if applicable)	DSIT-ITSFA-6326-2022

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CUPCCAA CHANGE ORDER NUMBER 2

PROJECT: Saddleback College Quad Barrier Project

EXECUTION DATE: 5/21/2024

CONTRACTOR: Icon West, Inc.

SOCCCD PROJECT MANAGER NAME: Erin Price

Contractor is hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: To increase the contract value for relocating 2 additional trees to other areas of campus, installing and demolishing a temporary walkway for pedestrian access in the quad, and furnishing and installing a new traffic rated box in the new fire lane.

COST (This cost shall not be exceeded):

Original Contract Price:	$	5,892,725.00
Previous Contract Price:	$	6,039,712.00
Change Order Amount:	$	11,986.00
New Contract Amount:	$	6,051,698.00

TIME FOR COMPLETION

Original Completion Date Pursuant to the Notice to Proceed:	2/17/2025
Total Time Extension Pursuant to All Duly Executed Change Orders (Sum of all Time Extension Days)	0
Time Extension for this Change Order	0
Completion Date:	2/17/2025

The Contractor agrees to perform the above-described Changed Work in accordance with the foregoing and in compliance with requirements of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the Changed Work, as set forth above, constitutes the full, complete and entire adjustment of the Contract Price and the Contract Time for the Changed Work. The Contractor acknowledges and agrees that there are no other adjustments to Contract Time and Contract Price adjustment for the Changed Work, except as set forth herein. By executing this Change Order, the Contractor releases the District from any further or other demand, claim or liability for additional adjustment of the Contract Time or the Contract Price on account of the Changed Work subject to this Change Order. The Contractor acknowledges that it is aware of the content and meaning of Civil Code §1542 which generally provides that a release does not extend to claims or rights not known or suspected to exist in its favor at the time of executing the release. The Contractor waives and relinquishes all rights under Civil Code §1542 in connection with the Contractor's release of the District from further or other adjustment of the Contract Time or the Contract Price on account of the Changed Work subject to this Change Order.

No additional or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

ICON WEST, INC.

Signature: DocuSigned by: Bernard Ashkar 95CD1841BAD448F...

Print Name: Bernard Ashkar

Title: Chief Executive Officer

Date: 10/18/2024

South Orange County Community College District

Signature: DocuSigned by: 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs.

Date: 10/18/2024

Project Name: 9115-2024 Quad Renovation Project at Saddleback College

.

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
9115-2024	Contractor	Icon West, Inc.		$5,892,725	$146,987	$11,986	$6,051,698	0
			TOTAL	**5,892,725**			**6,051,698**	

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	9/13/24	Relocate 2 additional trees from quad to other areas of campus	District	Reviewed	$4,808	0
10	9/6/24	Install and demolish temporary concrete slab for pedestrian access	District	Reviewed	$6,335	0
11	9/13/24	Furnish and install one traffic rated box in lieu of existing in new fire lane	District	Reviewed	$843	0
		TOTAL THIS CHANGE ORDER REQUEST			**$11,986**	**0**

P031L220003 - 24A

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME

SOCCCD, dba Irvine Valley College
School of Humanities
5500 Irvine Center Drive
Irvine, CA 92618

2 AWARD INFORMATION

PR/AWARD NUMBER	P031L220003 - 24A
ACTION NUMBER	6
ACTION TYPE	Revision
AWARD TYPE	Discretionary (Research and Development)

3 PROJECT STAFF

RECIPIENT PROJECT DIRECTOR
Deejay Santiago (949) 726-5800
dsantiago10@ivc.edu
EDUCATION PROGRAM CONTACT
Pearson T Owens (202) 453-7997
pearson.owens@ed.gov
EDUCATION PAYMENT HOTLINE
G5 PAYEE HELPDESK 888-336-8930
obssed@servicenowservices.com

4 PROJECT TITLE

84.031L
ELEVATE AAPI @IVC

5 KEY PERSONNEL

NAME	TITLE	LEVEL OF EFFORT
Deejay Santiago	Project Director	100 %

6 AWARD PERIODS

BUDGET PERIOD	10/01/2024 - 09/30/2025
PERFORMANCE PERIOD	10/01/2022 - 09/30/2027

FUTURE BUDGET PERIODS

BUDGET PERIOD	DATE	AMOUNT
4	10/01/2025 - 09/30/2026	$399,955.00
5	10/01/2026 - 09/30/2027	$399,808.00

7 AUTHORIZED FUNDING

THIS ACTION	$70,466.00
BUDGET PERIOD	$470,368.00
PERFORMANCE PERIOD	$1,269,931.00

8 ADMINISTRATIVE INFORMATION

UEI	V5HWVETNW648
REGULATIONS	CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE
ATTACHMENTS	N/A

9 LEGISLATIVE AND FISCAL DATA

AUTHORITY:	PL 320 TITLE III, HIGHER EDUCATION OPPORTUNITY ACT, 2008
PROGRAM TITLE:	HIGHER EDUCATION - INSTITUTIONAL AID
CFDA/SUBPROGRAM NO:	84.031L

P031L220003 - 24A

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2024	2024	EP000000	B	J3P	000	031	4101C	$70,466.00

10

PR/AWARD NUMBER: P031L220003 - 24A

RECIPIENT NAME: SOCCCD, dba Irvine Valley College
School of Humanities

GRANTEE NAME: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
5500 IRVINE CENTER DR,
IRVINE, CA 92692 -

PROGRAM INDIRECT COST TYPE: No Indirect cost allowed

PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

(1) THIS ACTION INCREASES THE AMOUNT OF FUNDS AUTHORIZED FOR THE CURRENT BUDGET PERIOD AND PERFORMANCE PERIOD AS SHOWN IN BLOCK 7.

PEARSON OWENS Digitally signed by PEARSON OWENS
Date: 2024.09.17 16:13:03 -04'00'

AUTHORIZING OFFICIAL **DATE**

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

1. RECIPIENT NAME - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.

2. AWARD INFORMATION - Unique items of information that identify this notification.

PR/AWARD NUMBER - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.

ACTION NUMBER - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"

ACTION TYPE - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)

AWARD TYPE - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.

3. PROJECT STAFF - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.

***RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.

EDUCATION PROGRAM CONTACT - The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.

EDUCATION PAYMENT CONTACT - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

4. PROJECT TITLE AND CFDA NUMBER - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

5.* KEY PERSONNEL - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

6. AWARD PERIODS - Project activities and funding are approved with respect to three different time periods, described below:

BUDGET PERIOD - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.

PERFORMANCE PERIOD - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.

***FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

7. AUTHORIZED FUNDING - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.

***THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.

***BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.

***PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.

RECIPIENT COST SHARE - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.

RECIPIENT NON-FEDERAL AMOUNT - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

8. ADMINISTRATIVE INFORMATION - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

UEI - The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes.

***REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS - The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.
AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:
(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

10. AFFILIATE - If an affiliate digital signature appears on this GAN, it is the digital signature belonging to the individual delegated the authority to affix the Authorizing Official's signature to the GAN.

---

* This item differs or does not appear on formula and block grants.

GRANT AMENDMENT

California Community Colleges Board of Governors - 6870	District (Grantee): South Orange County CCD College: Irvine Valley College

Amendment # 2

Division: EDUCATIONAL SERVICES AND SUPPORT

Project: MATHEMATICS, ENGINEERING, SCIENCE ACHIEVEMENT (MESA)

Prior Amount Encumbered:	$1,705,257.75
Amount To: Increase	$139,393.00
Total Amount Encumbered:	$1,844,650.75

The California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors, and South Orange County Community College District hereby agree to amend this grant agreement as follows:

Increase award amount for Fiscal Year 2024-25 from $280,000 to $419,393. The total amount of this grant agreement shall not exceed $1,844,650.75.

Amend Final Report due date in Section A. Scope of Work and Payment Provisions, Subsection 1. Scope of Work, Reporting Requirements to June 30, 2027.

All other terms and conditions remain the same.

GRANTEE

Project Director: Cesar Montenegro	Total Grant Funds Requested: $1,844,650.75

Signature, Chief Executive Officer (or Authorized Designee)

Date: 08/20/2024

Print Name/Title of Person Signing: Ann-Marie Gabel, Vice Chancellor, Business Services	District Address: 28000 Marguerite Parkway Mission Viejo, CA 92692

STATE OF CALIFORNIA

Project Monitor: Stephanie Ricks-Albert	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539

Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.

Summer Barrios

Date: 08/20/2024

Signature, Deputy Chancellor (or Authorized Designee)

Wrenna Finche

Date: 08/22/2024

Print Name/Title of Person Signing:

Wrenna Finche, Vice Chancellor

STATE OF CALIFORNIA FUNDING										
Bus. Unit	Ref No.	Fund	FI$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	101	0001	5675115	68707000	5432000	6870-122	21	2021	2021-22	$3,462.28
6870	101	0001	5675115	68707000	5432000	6870-122	43	2022	2022-23	$428,576.47
6870	101	0001	5675115	68707000	5432000	6870-122	12	2023	2023-24	$433,219.00
6870	101	0001	5675115	68707000	5432000	6870-122	22	2024	2024-25	$419,393.00
6870	101	0001	5675115	68707000	5432000	6870-122		2025	2025-26	$280,000.00
6870	101	0001	5675115	68707000	5432000	6870-122		2026	2026-27	$280,000.00
									AGREEMENT TOTAL:	**$1,844,650.75**
									AMOUNT TO ENCUMBER BY THIS DOCUMENT:	**$139,393.00**
									PRIOR AMOUNT ENCUMBERED FOR THIS AGREMEENT:	**$1,705,257.75**
									TOTAL AMOUNT ENCUMBERED TO DATE:	**$1,844,650.75**

STATE OF CALIFORNIA AMENDMENTS				
AGREEMENT	**TERM**			**TOTAL COST OF THIS TRANSACTION**
	START		END	
Original	01/01/2023	Thru	07/31/2027	$1,552,038.75
Amendment No. 1	01/01/2023	Thru	07/31/2027	$153,219.00
Amendment No. 2	01/01/2023	Thru	07/31/2027	$139,393.00
			TOTAL:	$1,844,650.75

Docusign Envelope ID: D4360B1A-7339-4BF0-B616-36C5774F07E0

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. IVCFMO-ARCHSA-6482-2022 between Obr Architecture, Inc. and South Orange County Community College District to Services related to RFQ&P 6482-2022 Architectural Services for Irvine Valley College Fine Arts Promenade Landscape/Hardscape/Coffee Structure and Performing Arts Yard Renovation.

Obr Architecture, Inc. and South Orange County Community College District do mutually agree as follows:

1. Following DSA back check review, incorporate additional structural detailing for outdoor custom elements, at a cost of $11,320.00. Revised not to exceed total contract value of $658,420.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date signed below.

OBR ARCHITECTURE, INC.

Signature: Signed by: Anne Hall 66CE8F63E97C4FE...

Print Name: Anne Hall

Title: Principal Architect

Date: 9/18/2024

South Orange County Community College District

Signature: DocuSigned by: 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs.

Date: 9/19/2024

obr ARCHITECTURE ART EVENT
2419 EL CAJON BLVD. SAN DIEGO, CA 92104
e info@obrarchitecture.com
w www.obrarchitecture.com
t 619.564.7586
f 619.568.3636

CONTRACT MODIFICATION REQUEST

August 22, 2024

Anna Petrossian, LEED AP BD+C
Assistant Director
Facilities Capital Outlay Projects
P: 949-451-5708 | C: 213-446-6647
apetrossian@ivc.edu

Subject: **Irvine Valley College Arts Promenade Landscape/ Hardscape/ Coffee Structure and Performing Arts Yard Renovation**
SOCCCD Architectural Services Agmt No. IVCFMO-ARCHSA-6482-2022

Re: **Contract Modification - DSA Req'd. Additional Structural Site Details**

Dear Anna,

Thank you for the opportunity to submit this proposal. Please accept this letter as a modification to our original SOCCCD Architectural Services Agreement dated 4/17/2023. In addition to the original Project Description and Scope of Services, this proposal shall extend to cover additional structural detailing, as requested by DSA, for outdoor custom elements, such as permanent coffee shop table footings, supports; art sculpture footing and attachments; sculptural gate/anchorage; specialty seating wall anchorage, etc.

This Agreement Modification proposes that we add additional fees to the original contract amount as follows:

Fixed Fee Proposal:

Tasks	Fee
Task 1 – DSA Requested Additional Structural Detailing	**$11,320.00**

Thank you again for the opportunity to submit this proposal. Please do not hesitate to call or email with any questions or comments.

Sincerely,

Anney Rosenthal-Hall
Principal . Architect . LEED AP
Lic #C33077
obrARCHITECTURE, INC.
2419 El Cajon Boulevard
San Diego, CA 92104
t: 619.564.7586

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSFP-DSAIA-5795-2022 between The Anaheim Group, Inc. and South Orange County Community College District for the DSA Inspection Services for the Saddleback @ ATEP Project.

The Anaheim Group, Inc. and South Orange County Community College District do mutually agree as follows:

1. To modify Article 4, Compensation, of the Agreement to revise DSA Class 2 Inspector to a Project Engineer. There is no change to the not to exceed hours or billable rate for this position.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date signed below.

THE ANAHEIM GROUP, INC.

Signature: Signed by: Joshua Esquer 803BE3F99C0A4BE...

Print Name: Joshua Esquer

Title: President

Date: 9/16/2024

South Orange County Community College District

Signature: DocuSigned by: 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs.

Date: 9/16/2024

Docusign Envelope ID: 9BB29665-D408-45E5-8665-E4A558C7842E

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 3

THIS AMENDMENT to AGREEMENT No. DSFP-CUPCCA4-3485-2021 between ACCO Engineered Systems, Inc. and South Orange County College District to provide Preventative Maintenance Services for HVAC Systems at Irvine Valley College and the Advanced Technology and Education Park.

ACCO Engineered Systems, Inc. and South Orange County College District do mutually agree as follows:

1. To exercise option to extend term by one year through July 31, 2025.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date signed below.

ACCO Engineered Systems, Inc.

Signature: Signed by: Jose Rivera BA9F6A8538E6417...

Print Name: Jose Rivera

Title: Supervisor, Contracts

Date: 9/30/2024

South Orange County College District

Signature: DocuSigned by: 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs. & RM

Date: 9/30/2024

Agreement Number: DSFP-CUPCCA4-3485-2021

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SCVPIS-ITSFA-8682-2024 between Instructure, Inc. and South Orange County Community College District to provide "Requirements Analysis" and "Needs Assessment" by building a portal through which employers can view students that meet their job posting criteria.

Instructure, Inc. and South Orange County Community College District do mutually agree as follows pursuant to FCCC Agreement #0000-6797:

1. To extend term through 06/30/2025 and increase contract amount by $250,000 for Phase 2.0 Employer Badging Portal for SCALE project pursuant to the attached Statement of Work dated 09/17/2024 for a new total agreement value of $280,200.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date signed below.

INSTRUCTURE, INC.

Signature: DocuSigned by: Jeffrey Ebert 929AB7BF4E93409...

Print Name: Jeff Ebert

Title: Director, Deal Desk & Pricing

Date: 9/23/2024

South Orange County Community College District

Signature: DocuSigned by: Ann-Marie Gabel BD544D412A99439...

Print Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

Date: 9/20/2024

SCVPIS-ITSFA-8682-2024

South Orange County Community College District

Change Orders and Amendments to Board Approved Contracts under $200,000
September 16, 2024 through October 15, 2024
Board Date: November 18, 2024

	Contractor Name	Summary	Start Date	End Date	Location	Change Order / Amendment Amount	Revised Total Contract Amount
1	The College Board	Amend No. 2 - To extend term by one year and increase contract value for PowerFaids software used by Financial Aid and Student Support Services.	9/1/2021	8/31/2026	IVC	$47,896.05	$173,459.10
2	Vital Inspection Services, Inc	Amend No. 1 - No-cost term extension by 14 months to align with revised construction schedules for Fine Arts Promenade and Coffee Structure Project and Electronic Marquee Signs Project.	3/1/2023	12/20/2025	IVC	$0.00	$151,214.00
3	Salas O'Brien	Amend No. 2 - To increase contract value for additional services to include revised structural design calculations and equipment selections for Upgrade BGS Building Classroom Systems Project.	6/20/2022	2/3/2025	SC	$12,800.00	$134,053.00
4	BKF Engineers	Amend No. 5 - No-cost term extension by two months due to schedule delays for survey services to establish recorded boundary for SC.	5/22/2023	10/28/2024	SOCCCD	$0.00	$131,932.80
5	Amtech Elevator Services	Amend No. 4 - To exercise option to extend term by one year for preventative maintenance services for elevators and lifts.	8/1/2021	7/31/2025	SC	$0.00	$141,935.80
6	Network Kinection, LLC	Amend No. 1 - No-cost revision to change focus from high school students to job seekers and for outreach services to the OC Regional Consortium for the Industry Centered Apprenticeship Network initiative.	1/15/2024	12/31/2024	SC	$0.00	$77,500.00
7	WEX	Amend No. 1 - To extend term by one year and increase contract value to provide billing services for retiree health benefits.	10/1/2022	9/30/2025	SOCCCD	$13,000.00	$35,500.00

	Contractor Name	Summary	Start Date	End Date	Location	Change Order / Amendment Amount	Revised Total Contract Amount
8	Systems Source, Inc.	Change Order No. 1 - No-cost term extension by 202 days due to supply chain delays for installation of modular furniture at various campus locations.	5/13/2024	2/28/2025	IVC	$0.00	$29,711.36
9	A3 Communications, Inc. dba Blue Violet Networks	Amend No. 3 - To increase contract value for additional troubleshooting and repair of inoperable cameras and access control system devices.	5/1/2023	9/30/2024	IVC	$7,300.00	$28,700.00
10	Dataseti, LLC	Amend No. 1 - No-cost term extension by one year for technical support for iVanti help desk application.	10/1/2023	9/30/2025	SOCCCD	$0.00	$26,875.00
11	Tim Hardy's Hunter Service	Amend No. 1 - To extend term by 210 days and increase contract value for added scope to assemble, calibrate, and test vehicle lifts upon relocation from SC M-1 Building to SC @ ATEP.	5/10/2024	5/30/2025	SOCCCD	$6,775.82	$17,878.90
12	Enterprise Holdings, Inc.	Amend No. 2 - To extend term by one year and increase contract value for fleet vehicle rental services.	1/6/2023	6/30/2025	IVC	$3,250.00	$10,000.00
13	AED Authority	Amend No. 1 - To increase contract value for annual equipment maintenance and service program for AED devices.	7/1/2023	6/30/2027	IVC	$528.94	$7,353.94
14	Adena Leigh Bentley	Amend No. 1 - To increase contract value for as needed guest artist vocalist services in Choral rehearsals and concerts for Music.	9/26/2023	6/30/2026	SC	$4,100.00	$7,100.00
15	Theresa Thomas Business Etiquette	Amend No. 1 - To increase contract value for additional student participants in business etiquette workshops for GAP4+1 cohorts.	9/1/2024	8/31/2025	IVC	$300.00	$6,648.00
16	Second Harvest Food Bank of Orange County	Amend No. 2 - To return loaned refrigeration unit from Food Resource Center.	7/1/2022	6/30/2025	SOCCCD	$0.00	$0.00
Total for all change orders and amendments under $200,000						**$95,950.81**	**$979,861.90**

9. 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.

Subject	**9.10 SOCCCD: Budget Amendment: Amend 2024-25 Adopted Budget**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees 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 2024-25 Adopted Budget. For the reporting period ending October 15, 2024, and in accordance with Board Policy 6250 *Budget Management*, the budget amendments are summarized per the schedule in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the $2,208,671 increase of the 2024-25 Adopted Budget.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A Budget Amendments 11.18.24.pdf (1,043 KB)

Budget Amendments
September 16 - October 15, 2024

General Fund

Account	Income Source	Amount
	Federal Sources	
	IVC - College Work Study (CWS)	$11,179
	SC - Developing Hispanic Serving Institutions (DHSI)	$600,000
8100	**Total Federal Revenue**	**$611,179**
	State Sources	
	DS - Equal Employment Opportunity Fund (Faculty & Staff Diversity)	($1,902)
	IVC - #CaliforniansForAll College Corps Program	$59,508
	IVC - Mathematics, Engineering, and Science Achievement (MESA) Program	$139,393
	IVC - Puente Project	($316)
	SC - California Community Colleges - California Conservation Corps Partnership	$17,000
	SC - Child Development Training Consortium	$2,040
	SC - English Language Learner Healthcare Pathways	$716,399
	SC - Foster Kinship Care Education	($4,853)
	SC - Mathematics, Engineering, and Science Achievement (MESA) Program	$139,393
8600	**Total State Revenue**	**$1,066,662**
	Local Sources	
	SC - Local/Co-Curricular Activities	$4,125
8800	**Total Local Revenue**	**$4,125**
	Other Financing Sources	
	IVC - Intrafund Transfer - Financial Aid Administration	$10,000
8900	**Total Other Financing Sources**	**$10,000**
	Total Increase to General Fund Revenues	**$1,691,966**

Account	Expenditure Description	
1000	Academic Salaries	$139,803
2000	Classified Salaries	$452,310
3000	Employee Benefits	$285,900
4000	Books and Supplies	$60,228
5000	Other Operating Expenses and Services	$403,035
6000	Capital Outlay	$5,000
7400	Other Transfers Out	$286,182
7500	Student Financial Aid	$59,508
	Total Increase to General Fund Expenditures	**$1,691,966**

Capital Outlay Fund

Account	Income Source	
	Local Sources	
	DS - Advantech Construction Management Fee	$486,705
8800	**Total Local Revenue**	**$486,705**
	Total Increase to Capital Outlay Fund Revenues	**$486,705**

Account	Expenditure Description	
5000	Other Operating Expenses and Services	$40,000
7900	Contingency	$446,705
	Total Increase to Capital Outlay Fund Expenditures	**$486,705**

Budget Amendments
September 16 - October 15, 2024

Associated Students Fund - Irvine Valley College

Account	Income Source	
	Other Financing Sources	
	IVC - Interfund Transfers In	$30,000
8900	**Total Other Financing Sources**	**$30,000**
	Total Increase to Associated Students Fund Revenues - Irvine Valley College	**$30,000**

Account	Expenditure Description	
5000	Other Operating Expenses and Services	$30,000
	Total Increase to Associated Students Fund Expenditures - Irvine Valley College	**$30,000**
	Total Budget Amendments	**$2,208,671**

9. 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.

Subject	**9.11 SOCCCD: Transfer of Budget Appropriations: Approve 2024-25 Budget Transfers**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

Title 5, California Code of Regulations, Section 58307 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 approve, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the contingency reserve.

STATUS

For the reporting period ending October 15, 2024, and in accordance with Board Policy 6250 *Budget Management*, the budget appropriations are summarized per the schedule in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the transfer of budget appropriations totaling $5,172,228.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A Budget Transfers 11.18.24.pdf (1,024 KB)

Budget Transfers
September 16 - October 15, 2024

General Fund

Account	Description	From	To
1000	Academic Salaries		$50,409
2000	Classified Salaries		$63,686
3000	Employee Benefits		$99,191
4000	Books and Supplies		$323,843
5000	Other Operating Expenses & Services	$1,335,437	
6000	Capital Outlay		$123,419
7300	Interfund Transfers Out		$530,000
7500	Student Financial Aid		$372,983
7600	Other Payments to Students	$228,094	
Total Transfers - General Fund		**$1,563,531**	**$1,563,531**

Capital Outlay Fund

Account	Description	From	To
2000	Classified Salaries		$48,680
3000	Employee Benefits		$1,320
4000	Books and Supplies		$16,291
5000	Other Operating Expenses & Services	$450,795	
6000	Capital Outlay		$3,535,320
7900	Contingency	$3,150,816	
Total Transfers - Capital Outlay Fund		**$3,601,611**	**$3,601,611**

Associated Student Government - Saddleback College

Account	Description	From	To
4000	Books and Supplies		$5,850
5000	Other Operating Expenses & Services	$7,086	
6000	Capital Outlay		$1,236
Total Transfers - Associated Student Government - SC		**$7,086**	**$7,086**
Total Transfers		**$5,172,228**	**$5,172,228**

9. 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.

Subject	**9.12 SOCCCD: Non-Bargaining Unit Personnel Actions/Ratifications - Regular Items**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Consent

BACKGROUND

In accordance with Board Policies 2430 and 7110, the Board of Trustees must ratify all SOCCCD employee actions.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibits A and B.

Item Submitted By: *Dr. Cindy Vyskocil, Vice Chancellor, Human Resources*

File Attachments
HR - Non-Bargaining Unit Agenda - Exhibit A - 11.18.24.pdf (768 KB)
HR - Non-Bargaining Unit Agenda - Exhibit B - 11.18.24.pdf (1,462 KB)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. 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)

Name	Position	Hourly Rate ($)	Start/End Date
Castro, Metztli	Admissions and Records Specialist I/SC	24.86	10/07/24-06/30/25
[1]Curialle, Dylan	Financial Aid Assistant/SC	26.13	10/24/24-06/30/25
Lim, Christine	Admissions and Records Specialist I/SC	24.86	10/15/24-06/30/25
Martin, Stephanie	Child Development Specialist/SC	28.86	10/15/24-06/30/25
Niazi, Hedaya	Admissions and Records Specialist I/SC	24.86	10/16/24-06/30/25

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2024/2025** 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)

Name	Position	Hourly Rate ($)	Start/End Date
Armstrong, Scott	Coaching Aide/SC	25.00	10/01/24-06/30/25
Burns, Katin	Performing Arts Aide/SC	22.00	10/07/24-06/30/25
Carbonel, Jochbeth	Project Specialist/DS	25.00	10/16/24-06/30/25
Dallas, William	Adapted Kinesiology Aide/SC	20.00	10/01/24-06/30/25
Damianopoulos, Joshua	Performing Arts Aide/IVC	18.00	10/09/24-06/30/25
Kancharla, Naythan	Project Specialist/DS	19.00	10/03/24-06/30/25
Perkins, Caden	Coaching Aide/IVC	25.00	10/15/24-06/30/25
Ramirez, Jasmine	Project Specialist/SC	30.00	10/14/24-06/30/25
Rodriguez Vazquez, Ignacio	Adapted Kinesiology Aide/SC	20.00	10/24/24-06/30/25
Teh, Yan Yee	Performing Arts Aide/IVC	18.00	09/10/24-06/30/25
Tran, Dylan	Esports Aide/IVC	25.00	10/15/24-06/30/25
Van Betten, Samuel	Adapted Kinesiology Aide/SC	20.00	10/15/24-06/30/25

[1] Related to Ruby Hazzard, Senior Benefits Specialist, Payroll, District Services.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Student Worker (Temporary)**, Irvine Valley College and Saddleback College on an if-and-as-needed-basis for the **2024/2025** academic year.

Name	Position	Hourly Rate ($)	Start/End Date
Farias, Matheus	Student Worker/IVC	18.00	10/08/24-06/30/25
Hajirostam, Morvarid	Student Worker/SC	18.00	10/17/24-06/30/25
Jones, David	Student Worker/SC	18.00	10/04/24-06/30/25
Kahoul, Monia	Student Worker/SC	18.00	10/15/24-06/30/25
Khmerson, Vanessa	Student Worker/IVC	18.00	10/01/24-06/30/25
Lendos, Stephanie	Student Worker/IVC	18.00	10/01/24-06/30/25
Manafi, Aram	Student Worker/SC	18.00	09/26/24-06/30/25
Nguyen, Cole	Student Worker/SC	18.00	10/02/24-06/30/25
Nguyen, Kaylee	Student Worker/IVC	18.00	11/01/24-06/30/25
Strawn, Kenneth	Student Worker/SC	18.00	10/10/24-06/30/25
Yousuf, Hirah	Student Worker/IVC	18.00	10/03/24-06/30/25

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2024/2025** 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)

Name	Position	Hourly Rate ($)	Start/End Date
Abharian, Homa	Tutor/IVC	18.00	10/15/24-06/30/25
Armenta, Hannah	Clinical Skills Specialist/SC	20.00	10/01/24-06/30/25
Armstrong, Stirling	Tutor/SC	19.00	09/15/24-06/30/25
Beltran, Allie	Tutor/SC	19.00	09/15/24-06/30/25
Brackez, Landon	Tutor/SC	19.00	10/07/24-06/30/25
Brown, Kyara	Tutor/SC	19.00	10/17/24-06/30/25
Feng, Jing	Tutor/IVC	18.00	10/15/24-06/30/25
Forsythe, Lila	Tutor/SC	19.00	10/07/24-06/30/25
Grazioli, Emma	Tutor/SC	19.00	09/15/24-06/30/25
Howie, William	Tutor/SC	19.00	09/15/24-06/30/25
Jara, Kathleen	Model/SC	32.50	10/04/24-06/30/25
McClusky, Kathryn	Tutor/SC	20.00	09/15/24-06/30/25
Muccini, Sophia	Tutor/SC	19.00	09/15/24-06/30/25
Pagani, Stephanie	Tutor/SC	20.00	09/15/24-06/30/25
Petrushin, Nikolay	Tutor/IVC	18.00	10/02/24-06/30/25
[2]Potter, Samantha	Tutor/SC	21.00	09/15/24-06/30/25
Quellman, Carly	Model/SC	32.50	10/04/24-06/30/25

[2] Related to Lance Potter, Senior Laboratory Technician, Mathematics/Science/Engineering, Laboratory Operations, Saddleback College and Nicklas Potter, Laboratory Technician, Chemistry, School of Physical Sciences and Technologies, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2024/2025** 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)

Name	Position	Hourly Rate ($)	Start/End Date
Rezac, Samantha	Clinical Skills Specialist/SC	20.00	10/02/24-10/14/24
Rezac, Samantha	Clinical Skills Specialist/SC	40.00	10/15/24-06/30/25
Stratford, Charles	Tutor/SC	22.00	09/15/24-06/30/25
Sulana, Christian	Tutor/SC	19.00	09/15/24-06/30/25
Zare, Kaveh	Tutor/SC	21.00	09/15/24-06/30/25

B. AUTHORIZATION TO REVISE THE NON-BARGAINING UNIT (NBU) SALARY SCHEDULE

1. Approval is requested to revise the salary schedules for NBU short-term hourly workers, student positions and professional experts to be effective December 15, 2024 as shown on Exhibit B.

C. VOLUNTEERS

1. The following individuals are to be approved as **Volunteers** for the **2024/2025** academic year.

Kinesiology, Health and Athletics, Irvine Valley College		
Sufi, Kamran		

School of Life Sciences and Technologies, Irvine Valley College		
Bloomfield, Camaran	Torres-Ocana, Danielle	

School of Arts, Media, Performance, and Design, Saddleback College		
Madlener, Jasmine		

Division of Instructional Support and Teaching Innovations, Saddleback College		
Wernemar, Shannon		

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT (NBU)

SHORT-TERM HOURLY, STUDENT, & PROFESSIONAL EXPERT SALARY SCHEDULES

2024-2025 (eff. 12/15/24)

NBU PAY RANGES:
Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range	Hourly Rate
Range 018	18.00
Range 019	18.50
Range 020	19.00
Range 021	19.50
Range 022	20.00
Range 023	21.00
Range 024	22.00
Range 025	23.00
Range 026	24.00
Range 027	25.00
Range 028	27.50
Range 029	30.00
Range 030	32.50
Range 031	35.00
Range 032	37.50
Range 033	40.00
Range 034	42.50
Range 035	45.00
Range 036	47.50
Range 037	50.00
Range 038	52.50
Range 039	55.00
Range 040	57.50
Range 041	60.00
Range 042	62.50
Range 043	65.00
Range 044	67.50

NBU PAY RANGES (cont'd):
Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 045	.....70.00
Range 046	.....72.50
Range 047	.....75.00
Range 048	.....77.50
Range 049	.....80.00
Range 050	.....82.50
Range 051	.....85.00
Range 052	.....87.50
Range 053	.....90.00
Range 054	.....92.50
Range 055	.....95.00
Range 056	.....97.50
Range 057	.....100.00
Range 058	..... 105.00
Range 059	.....110.00
Range 060	.....115.00
Range 061	.....120.00
Range 062	.....125.00
Range 063	.....130.00
Range 064	.....135.00
Range 065	.....140.00
Range 066	.....145.00
Range 067	.....150.00

SHORT-TERM NBUS: (Live Scans required)
Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of **160 days** in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

Adapted Kinesiology Aide	Ranges 018-037
Adult Education Aide	Ranges 018-037
Basic Needs Aide	Ranges 018-037
Campus Security Officer (Short-Term)	Ranges 018-037
Child Development Center Aide	Ranges 018-037 (Depending on ECE units, Permit)
Coaching Aide	Ranges 018-037
Communication Arts Aide	Ranges 018-037
CTVR Aide	Ranges 018-037
CyberPatriot Mentor	Ranges 018-037
DSPS Aide	Ranges 018-037
Esports Aide	Ranges 018-037
Events Aide	Ranges 018-037
Fine Arts Aide	Ranges 018-037
IT Aide (DS - Student Design Team)	Ranges 018-037
OASIS Aide	Ranges 018-037
Outreach Aide	Ranges 018-037
Peer Mentor	Ranges 018-037
Peer Mentor, Lead	Ranges 018-037
Performing Arts Aide	Ranges 018-057
Project Specialist	Ranges 018-057

STUDENT POSITIONS: (BP 7270 & EC88003)
EC88003: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service.

Student help employees may only work 20 hours or less per week (excludes summer). Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

Student Worker	Ranges 018-027 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 018-027 (Federal, CalWORKs, EOPS)

Effective: December 15, 2024
Revised: October 14, 2024
Approved: XXXXXXXXX

PROFESSIONAL EXPERTS: (Live Scan required)

Administrative Professional Expert	Hourly rate determined by position and exp.
Captionist	Ranges 022-047
Clinical Skills Specialist (Health Sci.)	Ranges 018-037
Community Ed. Trainer	Ranges 018-057
Contract Education Trainer	Ranges 022-067 (HR approval req.)
FKCE Co-Trainer	Range 018-057
FKCE Monitor	Range 018-057
FKCE Trainer	Range 018-057
Interpreter, ASL	Ranges 022-057 (Experience/Certification based)
Medical Professional Expert	Ranges 029-067
Mental Health Intern	Ranges 022-057
Mental Health Professional Expert	Ranges 029-067
Model (Art)	Ranges 024-047
Recreation Aide	Ranges 018-037
Recreation Leader	Ranges 018-037
Sr. Lifeguard	Ranges 018-037
Tutor	Ranges 018-037
	(AA degree/ equiv. knowledge/experience required)

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

10. BUSINESS SERVICES

Subject	**10.1 SOCCCD: Subaward Application Acceptance – Hazard Mitigation Grant Program**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the subaward from Cal OES for Supplement 6 in the amount of $220,000.00 which includes a $55,000.00 District match and the Management Costs in the amount of $10,868.84, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

BACKGROUND

In May 2024, the District submitted a subaward application to the California Governor's Office of Emergency Services (Cal OES) for the Hazard Mitigation Grant Program. The District's current Local Hazard Mitigation Plan (LHMP) was approved by the Federal Emergency Management Agency (FEMA) on July 13, 2022, and by the Board of Trustees on August 29, 2022, and will remain in effect through August 28, 2027. This subaward entitles the District to monies for updating and implementing the District's current LHMP that addresses long-term independent solutions to reduce the loss of life and property from future disasters.

STATUS

On October 10, 2024, the District received notification from Cal OES that FEMA has approved the District's subaward application. Total eligible costs for this grant are $230,868.84, including Supplement 6 totaling $220,000.00 (comprised of the 75 percent federal share in the amount of $165,000.00 and the District's match in the amount of $55,000.00), and Management Costs totaling $10,868.84. The project schedule gives the District until October 7, 2027, to complete the LHMP update.

Payments will be made on a reimbursement basis. The subaward application approval and obligation of funds are presented in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the subaward from Cal OES for Supplement 6 in the amount of $220,000.00 which includes a $55,000.00 District match and the Management Costs in the amount of $10,868.84, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXH A LHMP Grant.pdf (2,226 KB)

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

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

1. **PROJECT TITLE:** South Orange County Community College District Local Hazard Mitigation Plan (LHMP)

2. **PROJECT DIRECTOR:** Jeff Hurlbut (IVC) and Tim Wootton (SC)

3. **PROJECT ADMINISTRATOR:** Davit Khachatryan and Cory Wathen

4. **GRANTOR AGENCY:** Federal Emergency Management Agency (FEMA) thru California Office of Emergency Services (CalOES)

5. **FUNDING SOURCE:** Hazard Mitigation Grant Program

6. **STARTING AND ENDING DATES OF THE PROJECT:** 10/07/2024 – 10/07/2027

7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**
South Orange County Community College District (SOCCCD) has been awarded funding from FEMA for its Hazard Mitigation Grant Program (HMPG). This subaward entitles the District to monies for updating and implementing the District's current LHMP that addresses long-term independent solutions to reduce the loss of life and property from future disasters.

The total project cost is $230,868.84, including $165,000.00 for the 75 percent Federal share, $55,000.00 for the 25 percent non-Federal share, which can be in kind, and $10,868.84 in Federal funds for Subrecipient Management Costs with no district match requirement.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Management Costs	Project Total
$165,000.00	**$ 55,000.00**	**$10,868.84**	**$230,868.84**

9. **APPROVALS**

Jeffrey Hurlbut (Oct 21, 2024 15:50 PDT)
Director-Facilities, IVC

Vice President-Administrative Services, IVC

Timothy Wootton
Director-Facilities, SC

Cory Wathen
Vice President-Administrative Services, SC

John Hernandez
President, IVC

Elliot Stern (Oct 23, 2024 10:50 PDT)
President, SC

Ann-Marie Gabel (Oct 23, 2024 21:28 PDT)
Vice Chancellor – Business Services

Lucinna M. Barnes
Chancellor

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	$ 0.00	$	
2000 Classified Salaries	$ 10,868.84	$ 55,000.00	IVC/SC Leadership
3000 Benefits	$ 0.00	$	
4000 Supplies	$ 0.00	$	
5000 Contracted Services and Other Expenses	$ 165,000.00	$	
6000 Capital Outlay	$ 0.00	$	
7000 Other Charges *(e.g.: Indirect Costs)*	$ 0.00	$	
TOTALS	$ 175,868.84	$ 55,000.00	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

Positions	Full-Time	Part-Time	New	Existing
1. N/A	[]	[]	[]	[]
2. N/A	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location_____

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

Partnership Name/Location_____

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

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

October 15, 2024

Connie Cavanaugh
Executive Director, Fiscal Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4699**-DR-CA, Project #**AP01642**, FIPS #**059-91121**
Supplement #**6**

Dear Ms. Cavanaugh:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **$165,000.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Grants Program Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

October 15, 2024

Connie Cavanaugh
Executive Director, Fiscal Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Subject: **Notification of Approval for Subrecipient Management Cost Funding**
Hazard Mitigation Grant Program
FEMA-**4699**-DR-CA, Project #**AP01642**, FIPS #**059-91121**,
Supplement #**6**

Dear Ms. Cavanaugh:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **$10,868.84** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter.
If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

October 7, 2024

RECEIVED
OCT 7 2024
FINANCIAL PROCESSING UNIT

Robyn Fennig
Assistant Director Hazard Mitigation Section
Governor's Authorized Representative
California Offices of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP DR-4699-1642-30P
South Orange County Community College District (AB)
South Orange County Community College District LHMP Update
FIPS Code: ~~059-1C67D~~ 059-91121 (AB), Supplement 6

Dear Robyn Fennig:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the South Orange County Community (Sub-Recipient) HMGP DR-4699-1642-30P, South Orange County Community College District LHMP Update.

The total project cost is $220,000.00. As shown in the enclosed Obligation Report - Supplement 6, we are obligating $165,000.00 for the 75 percent Federal share; the 25 percent non-Federal share is $55,000.00. We are obligating $10,868.84 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Approvals:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 6	$165,000.00	$55,000.00	$220,000.00
Management Costs	$10,868.84	$0.00	$10,868.84

This HMGP project approval and obligation of funds are subject to the following conditions:

1. **Scope of Work (SOW) –** The South Orange County Community will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.

2. **Project Completion Date –** The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is October 7, 2027. Please inform the sub-recipient that work completed after the disaster period of

performance (POP) is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout –** Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

4. **Record of Environmental Consideration (REC) –** In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

5. **Standard Conditions –** This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions,* amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Andrea Harvey, Grants Management Specialist, by email andrea.harvey@fema.dhs.gov, or phone (202) 430-4878.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2024.10.07 15:02:40 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):
Obligation Report – Supplement 6
Standard Mitigation Grant (HMGP) Conditions

cc: Melissa Boudrye: Resilience Branch Chief, California Governor's Office of Emergency Services
Concepcion Chavez: Technical Assistance Division Chief, California Governor's Office of Emergency Services
Ron Miller: Hazard Mitigation Assistance Branch Chief, California Governor's Office of Emergency Services
Joe Purvis: HM Grants Division Chief, California Governor's Office of Emergency Services
Ryan Massello: HM Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

10/3/2024
11:48 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4699	30 ·P	0	1642	1	6	CA	Statewide

Subrecipient: SOUTH ORANGE COUNTY COMMUNITY

Project Title : South Orange County Community College District LHMP Update

Subrecipient FIPS Code: 059-1C67D

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$165,000.00	$165,000.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$165,000.00	$10,868.84	$175,868.84	10/03/2024	Accept	2025

Comments

Date: 10/02/2024 User Id: SSCOTT39

Comment: 4699-1642-30P-South Orange County Community College District-$165,000.00 Federal Share and $10,868.84 Sub Recipient Management Costs

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 10/02/2024

HMO Authorization Name: LAURA KOON

HMO Authorization Date: 10/03/2024

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

HAZARD MITIGATION ASSISTANCE
NOTIFICATION TO SUBRECIPIENT
GRANT ADMINISTRATION PROCEDURES

1. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2 CFR) Part 200.

2. ALLOWABLE COSTS AND REIMBURSEMENTS

Once the Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, California Governor's Office of Emergency Services (Cal OES) can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and funds will be disbursed for activities that are consistent with the approved scope of work. Activity expenditures will be reimbursed according to the Federal Share/Non-Federal Share percentage specified in the FEMA obligation letter. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subrecipient upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Request Form. The form must be signed by the subrecipient's Designated Authorized Agent. Reimbursement Request Forms can be emailed to: HMGrantsPayments@CalOES.ca.gov.

Alternatively, Reimbursement Request Forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

Should the subrecipient be able to complete this work for less than the maximum allowable costs, the subrecipient will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subrecipient will be reimbursed at 75% of the FEMA approved activity cost.

3. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the declared disaster. Non-construction subaward adjustments of more than 10 % in any direct cost categories, where the awarding Agency's share exceeds $100,000, require a revision request. All construction cost adjustments that lead to the need for additional funds, and any changes to access contingency funds and re-budget to another direct cost category, require a revision request.

Potential cost over-runs should be explained by the subrecipient in the quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested

before expenditure of costs in excess of the total approved activity costs, and the request must be signed by the subrecipient's Designated Authorized Agent. All cost over-runs must be justified by the subrecipient and supported by a benefit cost analysis (BCA) prepared using the FEMA BCA Toolkit, if BCA is applicable to the project type. Unjustified over-runs will be denied by Cal OES.

Consult your Cal OES Grants Specialist when a potential cost overrun is identified. There is no guarantee that HMGP funds will be available to cover cost over-runs.

4. SCOPE OF WORK CHANGES

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, be signed by the subrecipient's Designated Authorized Agent, and submitted to a Cal OES Grants Specialist. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

5. QUARTERLY REPORT PROCEDURES

Subrecipients are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period

The first Quarterly Report is due to Cal OES within 15 days of the end of the first quarter following the initial award. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 1 - March 31	Report due by April 15
Second Reporting Period:	April 1 - June 30	Report due by July 15
Third Reporting Period:	July 1 - September 30	Report due by October 15
Fourth Reporting Period:	October 1 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant subaward conditions.

B. A description of milestones completed in accordance with the work schedule provided by the subrecipient. The milestones declared in the subrecipient's work schedule will be applied as a standard of the activity's progress.

The State Hazard Mitigation Officer and HMA staff will review the reports and forward a report to the FEMA Regional Administrator on the status of each grant subaward.

Cal OES may suspend reimbursements to subrecipients who are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grant subawards will be returned to the subrecipient. Completed Quarterly Reports should be emailed to the Cal OES Grant Specialist.

Alternatively, Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Attn: Hazard Mitigation Assistance Branch
3650 Schriever Avenue
Mather, California 95655

6. SITE VISITS
Cal OES reserves the right to inspect all activities and review documentation for compliance. If site visits or documentation reveal problems in project performance, Cal OES shall require the subrecipient to correct the deficiencies before close-out.

7. PERFORMANCE PERIOD EXTENSIONS
All performance period extension requests must include the dates and circumstances of all previous extensions on this activity, a detailed explanation for the delay, and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the subrecipient's Designated Authorized Agent. Any costs incurred outside of an approved performance period will not be considered eligible.

Extensions to the original performance period of up to twelve months may be granted by Cal OES upon written request from the subrecipient. If an extension is needed, a request must be submitted to Cal OES no less than 90 days prior to the end of the current approved performance period. Time extension requests received by Cal OES less than 90 days prior to the end of the current approved performance period may not be considered.

Extension requests must include:
- Verification that progress has been made as described in quarterly reports
- Reason(s) for delay
- Current status of the activity/activities
- Current POP termination date and new projected completion date
- Remaining available funds, both Federal and non-Federal
- Budget outlining how remaining Federal and non-Federal funds will be expended
- Plan for completion, including updated schedule

Cal OES will notify the subrecipient of FEMA's determination.

8. ADMINISTRATIVE DOCUMENTS
The administrative documents included with this package must be completed, signed by an authorized representative of the subrecipient and received by Cal OES before any payments can be processed. These forms include:
- Applicant Agent Resolution (Cal OES 130),
- Project Assurances (Cal OES 89),
- 2-101 Grant Subaward Face Sheet (PDM/FMA Only)
- 2-101a Supplemental Grant Subaward Information (HMGP Only)
- Federal Funding Accountability and Transparency Act – FFATA
- SAM Number verification
- STD 204 Payee Data Record (for PNPs only)

Completed forms can be emailed to: HMGrantsPayments@CalOES.ca.gov

Alternatively, completed forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

9. CLOSEOUT
Subrecipients must submit Closeout Packages to Cal OES a minimum of 30 days prior to the Period of Performance (POP) completion date of the subaward. All activity costs are subject to audit; therefore, retention of adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subrecipient for three years from the date of the audit waiver letter, which is the closeout notification for the subrecipient. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Inspection Report (projects only)
- Planned Maintenance Activities Statement
- Project Photographs/Materials (projects only)
- Resolution of Adoption (plans only)

10. AUDITS
Cal OES may request an audit of any funds disbursed to a subrecipient at any time. Each subrecipient is required to provide reasonable and timely access to all records. Subrecipients who expend combined federal awards above $750,000 must submit audit reports consistent with the requirements of the Office of Management and Budget OMB Circular A-133. Such audits of subrecipients will be conducted in accordance with the requirements of the Single Audit Act.

11. MONITORING
To ensure compliance with applicable Federal and State laws and regulations, subrecipient activities shall be monitored. Any finding(s) and program deficiencies shall be resolved though viable corrective action plans. Monitoring is comprised of desk and field reviews, of specific subrecipient records, including supporting financial documentation.

12. APPEALS (HMGP Only)
Subrecipients may appeal any determination made by FEMA by submitting justification in writing to Cal OES within 60 days of the receipt of FEMA's determination, including the monetary figure in dispute, provisions in Federal law, regulation, or policy that support their position.

Cal OES will review the appeal material submitted, make any additional investigations necessary, and forward the appeal with a written recommendation to the FEMA Regional Administrator within 60 days.

The FEMA Regional Administrator will notify Cal OES of the disposition of the subrecipient's appeal, or need for additional information, within 90 days following receipt of all related information.

If the Regional Administrator denies the appeal, the subrecipient may submit a second appeal to Cal OES. Cal OES will review the second appeal and may forward it with a written recommendation to the FEMA Deputy Associate Administrator through the FEMA Regional Administrator. Second appeals shall be submitted no later than 60 days after receipt of notice of the Regional Administrator's denial of the first appeal. In cases involving appeals of a highly technical nature, the Deputy Associate Administrator may refer the appeal to an independent scientific or technical body for review. The Deputy Associate Administrator shall render a determination on the appeal within 90 days following receipt of all related information. The second appeal's determination is final.

See Part 44 of the Code of Federal Regulations (44 CFR) Section 206.440.

California Governor's Office of Emergency Services
SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: South Orange County Community College District **1a. SAM ID:** TAN2HSAEMA51

2. Implementing Agency: South Orange County Community College District **2a. SAM ID:** TAN2HSAEMA51

3. Implementing Agency Address: 28000 Marguerite Pkwy
Street City State ZIP+4

4. Location of Project: Mission Viejo, CA 92692
City County ZIP+4

5. Federal Award Identification Number: FEMA-4699-DR-CA **6. Performance Period:** 10/07/2024 **to** 10/07/2027

7. Indirect Cost Rate: ☐ **N/A** ☐ **10% de minimis** ☑ **Federally Approved ICR:** 36.5%

8. Federal Awarding Agency Section

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Approved Project Amount
Hazard Mitigation Grant Program / 97.039	U.S. Department of Homeland Security, Federal Emergency Management Agency	$230,868.84

9. Primary Authorized Agent:

Name: Davit Khachatryan & Cory Wathen Title: Vice Presidents of College Admin Svcs

Phone: 949-451-5326 Email: dkhachatryan@ivc.edu & cwathen@saddleback.edu

Payment Mailing Address: 28000 Marguerite Pkwy, Mission Viejo CA 92692
Street City State ZIP+4

10. Additional Correspondence Contacts (optional):

Name: _____ Email: _____

Name: _____ Email: _____

California Governor's Office of Emergency Services
SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET

Cal OES Contact Information Section:
Governor's Office of Emergency Services
Nancy Ward, Director
3650 Schriever Avenue
Mather, CA 95655
Phone: (916) 845-8510

Cal OES Use Only	
Cal OES #	059-91121-00
FIPS #	059-91121
Subaward #	DR4699-AP01642
PCA	
Federal Award Dates	04/03/2023
	11/29/2028

11. Supplement Information

Supp No.	Federal Share	Non-Federal Share	SR Mgmt Cost	Total Supplement Cost	Fed / Non-Fed Cost Share
6	$165,000.00	$55,000.00	$0.00	$220,000.00	75% / 25%
6	$0.00	$0.00	$10,868.84	$10,868.84	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
Totals:	$165,000.00	$55,000.00	$10,868.84		

Total Project Cost: (incl SRMC) $230,868.84

12. Project Description Section:

South Orange County Community College District LHMP Update

13. Research and Development Section:

Is this Subaward a Research and Development Grant? Yes ☐ No ☑

SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET Instructions
Please complete the sections marked with an asterisk (*)

1. Subrecipient
The subrecipient is the unit of government or community-based organization (CBO) that has the legal responsibility for these grant subaward funds (e.g., Alameda County, City of Fresno, or Women's Place of Merced).

***1a. Federal SAM ID Number (Subrecipient)**
Enter the subrecipient's 12-digit Unique Entity ID number provided by the federal System of Award Management (SAM) database. This number must have a current and active registration in SAM for the duration of this grant subaward. Note: A SAM ID number is required only for federally funded grants.

***2. Implementing Agency**
Enter the complete name of the agency responsible for the day-to-day operation of the grant subaward (e.g., Sheriff's Department, Fire Department, or Department of Public Works). If the implementing agency is the same as the subrecipient, enter the subrecipient's name again.

***2a. Federal SAM ID Number (Implementing Agency)**
Enter the implementing agency's 12-digit Unique Entity ID number provided by the federal System of Award Management (SAM) database. This number must have a current and active registration in SAM for the duration of this grant subaward. Note: A SAM ID Number is required only for federally funded grants.

***3. Implementing Agency Address**
Enter the address of the implementing agency. Provide the complete nine-digit ZIP code (ZIP+4).

***4. Location of Project**
Enter the city and county/operational area where the project is located. Provide the complete nine-digit ZIP code (ZIP+4).

5. Federal Award Identification Number (FAIN)
This section shows the Federal Award Identification Number associated with this funding source/disaster. Example: 4301-DR-CA or FEMA-4301-DR-CA.

6. Performance Period
This section shows the beginning and ending dates of this grant subaward's project performance period.

***7. Indirect Cost Rate**
Indicate whether the subrecipient is using the 10% de minimis based on Modified Total Direct Costs (MTDC) or the indirect cost rate approved by the subrecipient's cognizant agency agreement. A copy of the approved ICR Negotiation Agreement must be enclosed with the application. Indicate N/A if the subrecipient will not be claiming indirect costs under this grant subaward. ***Indirect costs may not be allowable under certain federal fund sources.***

SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET Instructions
Please complete the sections marked with an asterisk (*)

8. Federal Awarding Agency Section
This section shows the federal awarding agency, federal program, and the Catalog of Federal Domestic Assistance (CFDA) number for the obligated funding. Also shown is the total approved project amount related to this grant subaward.

***9. Primary Authorized Agent**
The primary authorized agent will be the main contact for Financial Processing Unit correspondence and must be one of the authorized agents named in the governing body resolution. Enter the name, title, phone number, and email address of the primary authorized agent for this project. Enter the payment mailing address where reimbursement payments should be mailed (payments will be sent to this address to the attention of the primary authorized agent).

10. Additional Correspondence Contacts (optional)
Enter the names and email addresses of individuals whom the subrecipient would like to be included in Financial Processing Unit (FPU) correspondence. The FPU will cc these individuals when emailing correspondence to the primary authorized agent. Please note that although individuals listed in this section do not need to be authorized agents, only authorized agents have signature- and decision-making authority regarding this grant subaward.

11. Supplement Information
This section features the FEMA supplement numbers, the federal and non-federal shares, and applicable subrecipient management costs for this grant subaward. The grant subaward's project cost share percentage is displayed in the far-right column.

12. Project Description Section
This section features the name or a short description of the project.

13. Research and Development Section
This section indicates whether this grant subaward is for research and development.

Disaster No: 4699
Cal OES ID No: 059-91121-00
UEI No: TAN2HSAEMA51

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: South Orange County Community College District
(Name of Organization)

PRIMARY MAILING ADDRESS: 28000 Marguerite Parkway
CITY: Mission Viejo STATE: CA ZIP CODE: 92692
TELEPHONE: 949.582.4999 FAX NUMBER: _____
CA ASSEMBLY DIST: 71-74 CA SENATE DIST: 36-38 U.S. CONGRESSIONAL DIST: 40, 49
Visit sos.ca.gov/elections/who-are-my-representatives to find your district number.
AUTHORIZED AGENT: Davit Khachatryan & Cory Wathen
TITLE: Vice Presidents for College Administrative Services
EMAIL ADDRESS: dkhachatryan@ivc.edu & cwathen@saddleback.edu

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.

8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd- 3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of

1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $5,000 or more.

12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

16. Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.

17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.

18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.

19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:

    a. The state warrant covering federal financial assistance will be deposited in a special and separate account and will be used to pay only eligible costs for projects described above.

    b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.

    c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by South Orange County Community College Distirct
(Name of Organization)
to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

Ann-Marie Gabel
PRINTED NAME

SIGNATURE OF AUTHORIZED AGENT

Vice Chancellor, Business Services
TITLE DATE

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Trustees (Governing Body) OF THE South Orange County Community College District (Name of Applicant)

THAT Vice Chancellor of Business Services (Title of Authorized Agent), OR

Vice President College Administrative Services (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the South Orange County Community College District (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the South Orange County Community College District (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 18 day of November, 20 24

Timothy Jemal, President
(Name and Title of Governing Body Representative)

Terri Rydell, Vice President
(Name and Title of Governing Body Representative)

Carolyn Inmon, Clerk
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Julianna Barnes (Name), duly appointed and Chancellor (Title) of South Orange County Community College District (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Trustees (Governing Body) of the South Orange County Community College District (Name of Applicant) on the 18th day of November, 2024.

_____ Chancellor
(Signature) (Title)

10. BUSINESS SERVICES

Subject	**10.2 SOCCCD: BGS HVAC Project at Saddleback College, Award of Bid No. 10314-2024, KFY United Mechanical Contractors, Inc.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves awarding Bid No. 10314-2024, BGS HVAC Project at Saddleback College, to KFY United Mechanical Contractors, Inc., approves the agreement in the amount of $5,820,000, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

BACKGROUND

Saddleback College has $7,217,574 in redevelopment funds available for the Saddleback College BGS HVAC Project. The project will include removal and replacement of the air handling units and associated piping and valves, cleaning of existing ductwork, and installation of new coils and piping above the ceiling.

STATUS

On September 3, 2024, the District ran a newspaper advertisement requesting bids for BGS HVAC Project at Saddleback College. The request for bids was also posted on the District website and sent through the PlanetBids portal. A total of 319 contractors were solicited. Six (6) bids were received on October 3, 2024. The lowest responsive, responsible bid was submitted by KFY United Mechanical Contractors, Inc. in the amount of $5,820,000 (EXHIBIT A). The District and college staff have reviewed the bids and recommend approval of bid and award of agreement to KFY United Mechanical Contractors, Inc. (EXHIBIT B).

Redevelopment funds are available for this project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves awarding Bid No. 10314-2024, BGS HVAC Project at Saddleback College, to KFY United Mechanical Contractors, Inc., approves the agreement in the amount of $5,820,000, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXH A-B Bid 10314-2024 BGS HVAC Project at SC.pdf (990 KB)

Bid 10314-2024
BGS HVAC Project at Saddleback College
South Orange County Community College District

November 18, 2024

CONTRACTORS	LOCATION	AMOUNT
***KFY United Mechanical Contractors, Inc.**	**Simi Valley, CA**	**$ 5,820,000.00**
NKS Mechanical Contracting, Inc.	Anaheim, CA	$ 5,900,000.00
Mesa Energy Systems, Inc.	Irvine, CA	$ 6,264,209.00
RAN Enterprises, Inc.	Huntington Beach, CA	$ 6,435,000.00
Allison Mechanical, Inc.	Redlands, CA	$ 6,538,000.00
Xcel Mechanical Systems, Inc.	Gardena, CA	$ 6,786,938.00

***Contractor recommended for award of contract.**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into as of November 19, 2024, in the County of Orange, State of California by and between South Orange County Community College District ("District"), and KFY United Mechanical Contractors, Inc. ("Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. **Project**. Within the Contract Time and for the Contract Price, subject only to adjustments thereto pursuant to the Contract Documents, the Contractor shall provide all work, labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the work and other obligations of the Contractor under the Contract Documents in connection with the Project known as **BGS HVAC Project at Saddleback College; Bid No. 10314-2024**.
   All work shall be performed and completed in strict conformity with the Drawings, Specifications and all provisions of the Contract Documents, in compliance Applicable Laws all other requirements established in the Contract Documents. The Contractor shall be liable to the District for damages, losses, costs or liabilities arising out of or related to the Contractor's failure to fully comply with the foregoing. The Contractor shall not be excused for failure to comply by any act or omission of the Architect, Project Inspector or others engaged by the District relating to the Project.

2. **Contract Price**. District shall pay to the Contractor as full consideration for the Contractor's timely, complete and faithful performance of the Contractor's obligations under the Contract Documents the Contract Price of Five Million Eight Hundred Twenty Thousand and 00/100 Dollars ($5,820,000.00).
   2.1. Allowances Incorporated into Contract Price. The Contract Price is inclusive of the Allowances set forth below for each Allowance Item identified below. Allowances belong solely to the District and shall be expended only upon written authorization and direction of the District. Any Allowance which is not fully used shall belong solely to the District and shall be deducted from the Contract Price by a deductive change order.

Allowance Item	Allowance Item Description	Allowance Amount
A-1	Unforeseen Building Conditions and DSA Impacts	$250,000.00
A-2	Unforeseen Issues During System Commissioning	$100,000.00
A-3	Energy/Technology Advancements	$100,000.00
	Aggregate Allowance Amount	$450,000.00

   2.2. Contract Price Disbursements. The District's payment of the Contract Price shall be in accordance with the Contract Documents. Payment of any portion of the Contract Price is subject to the Contractor's strict compliance with the Contract Documents requirements relating to submittal of Applications for Progress Payment and Final Payment ("Payment Application"), verification of the amount due on each Payment Application and materials accompanying a Payment Application. Payment due on each Payment Application is subject to District withholdings for Retention and other withholdings authorized by the Contract Documents.

3. **Invoice**. Contractor to send invoices to AccountsPayable@socccd.edu and to the District Project Manager at cdeboer@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Work. **To ensure prompt and accurate payment, all invoices related to this Contract shall reference the following Contract Number:**SCFMO-CUPCA5-10314-2024**.**

4. **Contract Time**. The Contractor shall commence the Work on the date established in the District's Notice to Proceed and shall achieve Substantial Completion of the Work within the Contract Time of Two Hundred Sixty Nine (269) consecutive calendar days from the date for commencement of the Work established in the Notice to Proceed. Adjustment of the Contract Time shall be in accordance with Article 6 of the General Conditions.

5. **Termination for Cause.** In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 11.

6. **Termination for Convenience.** District has discretion to terminate this Agreement at any time as set forth in General Conditions Article 11.

7. **Liquidated Damages**. Time is of the essence for the Contractor performance and completion of its obligations under the Contract Documents. If the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall be subject to assessment of per diem Liquidated Damages from expiration of the Contract Time until Substantial Completion is achieved at the rate of One Thousand Five Hundred and 00/100 Dollars ($1,500.00).

8. **Limitation on Damages**. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity;

9. **Escrow Agreement for Security Deposits in Lieu of Retention**. Pursuant to Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of Public Contract Code §22300. The foregoing and the provisions of Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District prior to submission of the first Payment Application shall be deemed the Contractor's waiver of rights under Public Contract Code §22300. If timely request is made by the Contractor, the form of Escrow Agreement shall be as set forth in the Contract Documents. The foregoing is subject to the provisions of Article 8 of the General Conditions relating to Public Contract Code §22300 requirements.

10. **Hold Harmless and Indemnification.** To the maximum extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties who are: (i) the District, its Board of Trustees and each individual member thereof, and the officers, employees, agents, and representatives of the District; (ii) the Architect and its consultants for the Work and their respective agents and employees; (iii) the Project Inspector; and (iv) the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense, and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands, or liabilities whether for: (i) damages or losses, including, without limitation attorneys' fees and costs which arise, in whole or in part, from the Work described in the Contract Documents; or (ii) the negligent, grossly negligent, or willful misconduct of the Contractor, Subcontractor, or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; (iii) theft, loss, or destruction of property; (iv) Stop Payment Notice claims asserted in connection with the Work; and (v) other losses, liabilities, damages, or costs resulting from, in whole or part, any acts, omissions, or other conduct of Contractor, any Subcontractor, or any other person or entity employed directly or indirectly by Contractor or a Subcontractor in connection with the Work and their respective agents, representatives, officers, or employees. If any action or proceeding is commenced on account of any claim, demand, or liability subject to Contractor's obligations hereunder, and any of the Indemnified Parties are a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel of Indemnified Parties choosing. If there is any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, the Contractor shall pay, satisfy, or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement, or relief. The Contractor's obligations

hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract, until barred by the applicable Statute of Limitations.

The Contractor's hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

Contractor's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.

The Contractor understands and agrees that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable.

11. Insurance Coverages.

11.1. Contractor and Subcontractors Insurance Minimum Coverage Limits. Minimum coverage limits for insurance required of the Contractor and its subcontractors under the Contract Documents are:

Policy of Insurance	Minimum Coverage Limits
Workers' Compensation	Statutory
Employer's Liability	Each Accident: One Million Dollars ($1,000,000) Disease - Each Employee: One Million Dollars ($1,000,000) Disease Policy Limit: One Million Dollars ($1,000,000)
Commercial General Liability (CGL) Insurance	Per Occurrence: Two Million Dollars ($2,000,000) Aggregate: Four Million Dollars ($4,000,000)
Products and Completed Operations (PCO)	PCO Per Occurrence: Two Million Dollars ($2,000,000)
Excess Liability / Umbrella Insurance over CGL (Contractor Only)	Per Occurrence: Two Million Dollars ($2,000,000) Aggregate: Two Million Dollars ($2,000,000)
Automobile Liability Insurance	Combined Single Limit Per Occurrence: Two Million Dollars ($2,000,000)
Contractor's Pollution Liability with 10-year Extended Reporting Period (aka Tail) Coverage	Per Occurrence: One Million Dollars ($1,000,000) Aggregate: Two Million Dollars ($2,000,000)
Builder's Risk Insurance without exclusion or limitation (Not applicable to subcontractors)	100% of Full Replacement Value

Insurance. Each policy of insurance required of the Contractor and its subcontractors shall conform to and comply with the requirements set forth herein. The Contractor and its subcontractors' compliance with the insurance requirements of the Contract Documents is a material obligation of the Contractor and its subcontractors. The Contractor and its subcontractors shall maintain in full force and effect throughout the term of this Contract, the following policies of insurance with no less than the limits set forth herein. The District may require an adjustment to the minimum coverage and/or limits set forth herein by providing written notice to Contractor at least 30 days prior to the commencement of a renewal term.

- **Insurer Qualifications**. Policies of insurance required by the Contract Documents shall be issued by insurers authorized by Applicable Laws to issue policies of insurance in the State of California who are A.M. Best

rated at least A:VII or better.

- **Admitted Carrier(s).** Policies of insurance shall be afforded by insurers who are admitted and licensed to transact business in the State of California.
- **Workers' Compensation and Employer's Liability.** Pursuant to Labor Code §3700, the Contractor and its subcontractors shall each purchase and maintain Workers' Compensation insurance.
- **Commercial General Liability, Products and Completed Operations, and Excess Liability/Umbrella Liability Insurance.** Contractor and its subcontractors shall provide and maintain Commercial General Liability Insurance (broad form coverage) an Excess Liability/Umbrella Policy, and Products and Completed Operations insuring against claims for bodily injury, property damage, personal injury and advertising injury fire legal liability (not less than the replacement value of the portion of the premises occupied), personal injury, blanket contractual, Premises Operations, and Products and Completed Operations (for a minimum of ten (10) years following Final Completion of the Project). Any endorsements limiting coverage, including, but not limited to Subsidence Exclusion or Products and Completed Operations shall be stricken.
- **Automobile Liability Insurance.** Contractor and its subcontractors shall purchase and maintain an Automobile Liability Insurance Policy. The Automobile Liability Insurance Policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor.
- **Contractor's Pollution Liability Insurance.** If required by the Contract Documents, the Contractor, and its subcontractors, as applicable, shall purchase and maintain Contractor's Pollution Liability Insurance with 10-year Extended Reporting Period (aka Tail) coverage, applicable to the Work. Coverage under the Contractor's Pollution Liability Policy shall include the following: (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, or death; (ii) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean-up costs and the loss of use of tangible property that has not been physically damaged or destroyed, and diminution in value; (iii) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages; (iv) blanket and scheduled non-owned disposal site and transportation coverage; (v) completed operations liability coverage shall be maintained following the date of Final Completion or the date of any earlier termination of the Contract for an additional ten (10) years thereafter; (vi) contractual liability; (vii) insured pollutants shall include fungus, mold, bacteria and viruses; and (viii) gradual and sudden and accidental pollution. The Contractor's Pollution Liability Insurance Policy will not contain separate restrictions, limitations, or exclusions for: (i) damage to property that cannot be used or is less useful because of the operations of the insured (i.e., impaired property exclusions); (ii) Work performed by subcontractors; (iii) damage or destruction of District owned property or the Work and (iv) lead, asbestos or silica related losses.
- **Builder's Risk Insurance (not applicable to subcontractors).** The Contractor shall purchase and maintain a Builders' Risk Insurance policy, on an "all-risk" with extended coverage, including perils or causes of loss customarily covered under an all-risk policy providing coverage for the Project and the Work, including personal property items (including owner furnished materials and equipment) stored on and off the Site or in transit pending incorporation into the Work, and all materials and equipment that are in the process of fabrication at the premises of any third party of that have been placed in due course of transit to the project site. Extended coverage shall include vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for Architect's services and expenses required as a result of an insured. Limits shall be adjusted with every executed change order, contingent to project requirements. Such builder's all risk insurance shall include the District as an additional insured.
- **Additional Insured Endorsements.** Contractor and its subcontractors shall each provide the District endorsements naming the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to each of their respective Commercial General Liability, Automobile Liability, Builder's Risk, and Contractor's Pollution Liability policies of insurance. Such endorsements shall be on CG 2010 (4/13) or its equivalent CG 2033 (4/13), and CG 2037 (4/13), or CG 2038 (4/13). 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.
- **Primary and Non-Contributory Endorsements.** Contractor and its subcontractors shall provide

endorsements issued from each of their respective Commercial General Liability and Automobile Liability Insurance Policies reflecting primary coverage and any of the District's insurance coverage and limits shall be non-contributory.

- **Waiver of Subrogation Endorsements.** Contractor and its subcontractors shall each provide endorsements to the District waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to the Contractor and its subcontractors' Commercial General Liability, Automobile Liability, Pollution Liability, and Workers' Compensation Insurance Policies The Contractor agrees to obtain any endorsement that may be necessary to effectuate the foregoing waiver of subrogation and that this provision is applicable and enforceable regardless of whether or not the insurer for any Contractor maintained policy of insurance issues a waiver of subrogation endorsement.
- **No Cancellation or Material Modification.** Each policy of insurance required by the Contract Documents shall be endorsed to state that coverage thereunder shall not be cancelled or materially modified except upon thirty (30) days' advance written notice to the District. Written notice of cancellation or material modification shall be from the insurer issuing the policy of insurance to the District.
- **District Rights.** If the Contractor or any of its subcontractors fail or refuse, for any reason, to purchase and maintain policies of insurance required by the Contract Documents, such failure is an Event of Contractor Default, giving rise to the District's right to exercise default rights and remedies. Without waiving, limiting or modifying the District's default rights and remedies, the District may: (i) withhold disbursement of any portion of the Contract Price until the Contractor or Subcontractor, as applicable, purchases and maintains all policies of insurance required by the Contract Documents which conform to requirements of the Contract Documents; or (ii) procure the required policy of insurance on behalf of the Contractor or Subcontractor, as applicable, in which case the Contractor shall be liable to the District for the premium costs/charges for such policy of insurance plus an administrative handling/service charge equal to fifty percent (50%) of the premium cost/charge which the District may deduct from the Contract Price then or thereafter due the Contractor.
- **Insurance and Contractor Responsibilities.** The Contractor, and all of its subcontractors waive all rights of recovery against the District because of deductible clauses, adequacy of coverage limits under any policy of insurance, limitations or exclusions of coverage under an insurance policy, or any similar reason against the District and its officers, employees, agents or representatives. The policies of insurance required of the Contractor and its subcontractors shall not be construed as limiting the extent of the Contractor or its subcontractors' responsibility or liability for losses, damages, costs, expenses, and other similar financial harm arising out of the Contractor or its subcontractors' operations, completion of the Work or performance of obligations under the Contract Documents.
- **Certificate(s) of Insurance and Endorsement(s).** Certificate(s) of Insurance and Endorsement(s). Certificate(s) and endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to the District upon Contractor's execution of this Contract. No Work shall commence by Contractor or its subcontractors until the required certificate(s) of insurance and endorsement(s) have been furnished to the District. Should Contractor's or its subcontractor's insurance expire during the term of this Contract, renewal certificate(s) of insurance and endorsement(s) shall be provided prior to the expiration of the policies or within 10 days of expiration. Failure of Contractor or its subcontractors to furnish the required certificate(s) and endorsement(s) shall not be deemed a waiver of the insurance provisions by the Contractor and/or its subcontractors, as stated herein.

12. The Contract Documents. The documents forming a part of the Contract Documents consist of the following;

00 01 10	Table of Contents
00 11 13	Notice Calling for Bids
	Bid Addenda, if any
00 21 13	Instructions for Bidders
00 41 00	Bid Proposal
00 43 36	Subcontractors List
00 45 13	Statement of Qualifications
00 45 19	Non-Collusion Declaration
00 45 26	Certificate of Workers Compensation Insurance
00 45 27	Drug-Free Workplace Certification
00 45 51	Smoke-Free Workplace Certification
00 45 52	No Gift Policy Certification

00 52 00 Construction Services Agreement
00 52 99 Escrow Agreement for Security Deposits in Lieu of Retention
00 61 10 Bid Bond
00 61 13 Performance Bond
00 61 14 Labor and Material Payment Bond
00 62 11 Shop Drawing Submittal Transmittal Form
00 62 34 Recycled Content Certification
00 62 90 Verification of Certified Payroll Records Submittal to Labor Commissioner
00 63 63 Change Order Form
00 65 36 Guarantee Form
00 72 00 General Conditions
Drawings
Specifications

13. **Force Majeure**. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Contractor's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. **COVID-19 Contractor Responsibilities.** Prior to commencing any work under this Agreement, Contractor shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the "Plan") that is consistent with Cal/OSHA and CDC guidance. The Plan at a minimum shall require Contractor to immediately notify the District (Construction Manager) of any possible COVID-19 infections or potential COVID19 exposure events involving Contractor and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract.

    The Plan shall be developed and based on the current information available from Cal/OSHA and CDC, and shall be amended by Contractor as may be appropriate based on further information provided by Cal/OSHA and CDC and other public officials. Contractor shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

15. **Entire Agreement.** 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.

16. **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 the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGE]

KFY UNITED MECHANICAL CONTRACTORS, INC.	**South Orange County Community College District**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

10. BUSINESS SERVICES

Subject	**10.3 SOCCCD: Agreement for Construction Management Services for District-wide Capital Construction Projects, Cordoba Corporation**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the Agreement for Construction Management Services with Cordoba Corporation for District-wide capital improvement projects in the amount of $14,508,000, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

BACKGROUND

The District and both colleges require construction management services throughout the planning, design, bidding, and construction phases of capital improvement projects. Projects under and near construction include Saddleback College's Math and Computer Science Building, Solar Phase 1, Quad Renovation, Parking Lot 12 Expansion and Softball Field; and Irvine Valley College's Student Services and Student Union buildings. Projects in or near design phase include Saddleback College's Baseball Scoreboard and Field Replacement, Central Plant Renovation, 12kV Upgrade, Landscape Improvements Phase 2, Solar Canopies and Battery Storage Phases 2, 3, and 4, and Student Services Renovation; and District-wide ADA Improvements Phase 2.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On September 18, 2024, Request for Qualifications and Proposals 10406-2024 for District-Wide Construction Management Services (RFQ&P) was issued by placing advertisements in the OC Register on September 18 and September 25, 2024. The RFQ&P document was also posted on the District website and sent out to 87 firms through the PlanetBids system. On October 14, 2024, five proposals were received and were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

District and college staff evaluated the submittals. After the initial evaluation, four firms were invited for interviews on October 24, 25, and 26, 2024. Based on a combination of qualifications, expertise, available staffing, experience with similar community college projects, and commitment to seeing projects through to completion, the committee recommends award of the Agreement for Construction Management Services to Cordoba Corporation in the amount not to exceed $14,508,000 (EXHIBIT B). The term of the Agreement shall be for five years from December 9, 2024 through December 8, 2029.

Basic Aid and college Redevelopment funds are available in the approved project budgets.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the Agreement for Construction Management Services with Cordoba Corporation for District-wide capital improvement projects in the amount of $14,508,000, and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXH A-B RFQP 10406-2024 CM Services.pdf (996 KB)

Request for Qualifications and Proposals No. 10406-2024

District-Wide Construction Management Services

Submittals

South Orange County Community College District

November 18, 2024

COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	INTERVIEW EVALUATION SCORE	TOTAL PROPOSED FEE
***Cordoba Corporation**	Santa Ana, CA	79.14	87.50	****$14,508,000.00**
Bernards Bros Inc.	Irvine, CA	82.00	84.67	$15,749,799.00
Gafcon, Inc.	Laguna Hills, CA	82.71	78.00	$14,268,602.00
APSI Construction Management	Irvine, CA	83.71	66.67	$16,596,128.12
AECOM Technical Services, Inc.	Orange, CA	70.14	N/A	$17,039,353.00

***** Firm recommended for award of contract.
**Final negotiated fee.

After consideration and committee review of the RFP response, the committee recommends the above noted construction management firm for the following reasons:

- Proven company track record with extensive community college experience.
- Presented the Construction Manager/Field Engineer teams best suited to meet the District's project specific needs.
- Demonstrated the best fit in understanding District's project needs and user group expectations.
- Able to provide a deep pool of readily available qualified Construction Managers and Field Engineers.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made and entered into this 19th day of November in the year 2024 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and **Cordoba Corporation**, hereinafter referred to as "CM";

WHEREAS, District is authorized by Section 53060 of the California Government Code to Agreement 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 construction management services;

WHEREAS, on September 18, 2024, the District issued RFQ&P 10406-2024 for District-Wide Construction Management Services ("RFQ&P") in conformity with state and local laws.

WHEREAS, the District desires to retain the CM to provide and perform the Construction Management Services described herein for various projects over the five year contract term.

WHEREAS, CM represents that it has the necessary personnel, professional qualifications, expertise, and financial capability to assist the District with meeting the CM Services requirements described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

1.1. **Services**. The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this Agreement, along with all aspects of services as identified in RFQ&P 10406-2024 District-Wide Construction Management Services, incorporated herein and made a part hereof by reference only as Attachment A and CM's Proposal, incorporated herein and made a part hereof by reference only as Attachment B. The Agreement, Attachment A, and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement shall be the prevailing and governing document and that Attachments A and B are intended to cooperate and be complementary.

1.2. **Standard of Care**. The CM will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CM will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services are within the technical and professional areas of expertise of the CM or any sub-consultant the CM has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the CM to provide Services in addition to, or different from, the Services described. The CM shall advise the District in writing of any Services that, in the CM's opinion, lie outside of the technical and professional expertise of the CM. 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.

CM or CM's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on any Project across the District.

1.3. **Key Individual Assignment**. The CM has been selected to perform the work herein because of the skills and expertise of key individuals identified herein as Angela North, Aygun Vera, Roth Desko, and Victor Munoz in the roles as Construction Managers and Bobby Phillips, Christopher Rust, Devin Phillips, and Leslie Marinez in the roles as Field Engineers. CM shall assign a Project Executive and four full-time teams of two individuals comprising of a Construction Manager and a Field Engineer (four Construction Managers and four Field Engineers) to support District Services. CM shall upon District's need and discretion assign David Hahn as one additional Construction Manager to be utilized on an as-needed, when-needed basis to support the Colleges. So long as their performance continues to be acceptable to the District, these named individuals shall remain dedicated to providing the Services contemplated through the entirety of this Agreement. Additionally, upon request the CM must furnish the name of all other key people in CM's Firm that will be associated with any Project.

1.4. **Replacement of Key Individuals**. If any of the key individuals fail to perform to the satisfaction of the District, then upon written notice, the CM will have ten working days to remove that person from the Services provided to the District and replace that person with one acceptable to the District after review of resume and/or interview.

1.5. **Relationship of CM to Other Service Providers**. CM's Services hereunder shall be provided in conjunction with Agreements 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 a Project. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the Project design which remains that of the Architect. CM shall coordinate all work with District Representative as necessary to complete Agreement requirements.

ARTICLE 2 SCOPE OF CM'S SERVICES

2.1. **Scope of Services.** The Services include those described in this article, and in general, all those necessary to assure completeness of Contract Documents.

2.2. **Design Phase.**

a. Preliminary Project Schedule. CM shall provide a preliminary project schedule ("Project Schedule") for review and approval by the District. The Project Schedule shall include all activity sequences and durations, construction phasing, milestone dates, and delivery of materials or equipment requiring long-lead time procurements. The Project Schedule shall be prepared with the most recent edition of commercially available software. Examples are Microsoft Project Professional, or Primavera Project Planner P6, however, CM may recommend an alternate for the District's consideration. Scheduling software must be designed specifically for the scheduling of construction projects and utilize the critical path method of scheduling.

b. Meetings. CM shall attend project coordination meetings and workshops during design development for the project, commencing upon effective date and continuing until execution of Agreement with the Contractor or earlier termination of this Agreement, between District's representative(s), and other consultants of the District as required. CM shall make formal presentations to the governing board of District, if required.

c. Construction Feasibility. CM shall provide recommendations on construction feasibility to minimize adverse effects of labor issues or material shortages, schedule requirements for procurement, installation, and construction cost including estimates of alternative designs or materials and possible economic savings or costs.

d. Value Engineering. The CM's review of Design Documents shall include value-engineering analysis. Work of the project depicted in the Design Documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents must be modified to reduce Construction Costs and/or the time for achieving Final Completion of the project and/or to extend life cycle and/or to reduce maintenance/operations costs. Each modification to the Design Documents shall be set forth in writing and submitted to the District for review. The District shall have the sole and exclusive discretion to incorporate some, all or none of the CM's recommendations. If the District accepts any of the CM's recommendation relative to modification(s) to the Design Documents, the CM shall review the Design Documents as modified by the Architect for confirmation that the District accepted modifications to the Design Documents are incorporated into the final revision of the Design Documents issued by the District for bidding by the Contractor(s).

e. Constructability Review. The CM shall review the Design Documents to ascertain whether the project, as depicted in the Design Documents are accurate and complete and that the Contractor can construct the project as depicted in the Design Documents. The scope of the CM's constructability reviews shall include, without limitation, (a) confirmation that requirements noted in the drawings and specifications are consistent and in conformity with District requirements for the project and (b) that the work product of the Architect and its design consultants have been coordinated and are consistent. CM's constructability review and recommendations(s) shall be provided in a written report to the District.

f. No Assumed Responsibility. In conducting the document review, the CM shall not be responsible for providing nor will the CM have control or assume responsibility or liability, in whole or in part, over the project design, design requirements, design criteria, or the substance or contents of the Design Documents. The CM's actions in conducting reviews and recommendations as provided herein are to be advisory only to the District and the Architect.

g. Bidding and Construction Strategy. CM shall, in conjunction with the District, review the current status of completion and approvals of the Design Documents. The objective of these reviews is to confirm constructability and for the development of an overall strategy for constructing the project. The CM shall conduct such interviews and participate in meetings and conferences with the Architect, District staff, and others as necessary to develop a construction strategy consistent with the objectives for the project. Upon completion of these services and prior to commencing any other Services under this Agreement, the CM shall submit its written construction strategy to the District for review and acceptance. This recommendation shall identify any phasing necessary and identify project-staging strategies. The CM shall modify its written project construction strategy as necessary to obtain mutual acceptance of the District and the CM. This portion of the work is to be complete within the District's appointed construction schedules. CM to recommend Bid Strategies such as add alternates, etc. to ensure the project budget is maintained.

h. Review and Assembly of Project Bid Documents. CM shall assist the District with the bidding process. This will include bidding strategies to ensure project budget is maintained, assisting the District with prequalification's of licensed Contractors, outreach, pre-bid agendas, site walks, respond to pre-bid RFI's, addendums, receive and evaluation of bids for completeness, responsiveness, price, and value. Assist the District with issuance recommendation to the District for Board Approval, Notice of Award and Notice to Proceed.

i. Bidding of Project:

1. Advertisements. The CM shall assist the District in development of advertisements for competitively bidding the Project in a newspaper of general circulation in Orange County. The CM shall also make written recommendations to the District for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Project for bidding by Contractors.

2. Contractor Pre-Qualification. The District has a policy of pre-qualifying Contractors on large value projects. The CM shall assist the District in: (a) development of pre-qualification criteria and the pre-qualification application; (b) development of an advertisement in a newspaper of general circulation in Orange County of the availability of pre-qualification applications; (c) development and implementation of a program to inform potential Contractors subject to pre-qualification of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; and (d) review and evaluation of responses to the pre-qualification application. CM shall provide District with written recommendations for selection of Contractor(s) deemed qualified to submit bids for the Project.

3. Pre-Bid Conference(s). The CM shall conduct pre-bid conferences, including the job walk(s), if one is required or scheduled in the Project bid documents. The pre-bid conference shall include without limitation: (a) description of the Project; (b) description of the process for bidding and award of Agreement; and (c) material requirements of the Agreement relating to bonds, insurance and similar administrative matters. The job walk shall provide Contractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the Project. As necessary or appropriate, the CM shall conduct separate, detailed pre-bid conferences with Contractors. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s).

4. Review of Bid Proposals. Recommendations for Award of Agreement. The CM shall review submitted bid proposals to determine: (a) whether the bid proposal is responsive to material bidding requirements; (b) whether the Contractor submitting the bid proposal is a responsible bidder; and (c) the lowest price proposed for the Project. The CM shall make written recommendations to the District regarding: (a) rejection of a bid proposal for non-responsiveness to material bidding requirements; (b) rejection of a bid proposal based upon the "non-responsibility" of the Contractor; (c) rejection of a bid proposal for any other reason; (d) rejection of all bid proposals; and (e) award of the Agreement and to the extent that the bidding for the Agreement included Alternate Bid Items, written recommendations for the Alternate Bid Items, if any, to be included in the scope of the Agreement. The CM is not authorized to award the Agreement. Award of the Agreement shall only be by action of the District 's Board of Trustees

2.3. **Preparation for Entering Construction Phase.**

a. Review of Construction Documents. The CM, including the CM's Project Manager and Project Engineer for project construction, if assigned, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the project. The CM shall provide the District with comprehensive review report itemizing all critical items that may impact project's schedule, procurement of long-lead items, cost, quality, and implementation of any specialty system specified in the Design Documents. The report should include recommendations and potential claim mitigation measures for the District's review and consideration.

b. Master Construction Schedule. The CM shall work with District, Architect and Contractor to develop and submit to the District for review and acceptance a Master Construction Schedule, which shall reflect all of the work necessary to complete project construction. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. If the District's requirements for the project include phasing elements of project construction, or coordination relative to infrastructure shut-downs such as those that will be required in the case of Central Plant work, the District 's phasing/coordination requirements shall be set forth in the Master Construction Schedule.

c. Construction Budget & CM Estimate of Construction Costs & Contractor Schedule of Values. The CM shall review Construction Cost Estimates prepared by others for the project as depicted in Design Documents as of the date of this Agreement.

d. CM's Best Judgment. Evaluations of the District's project preliminary estimates of Construction Costs represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the District has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the project cost estimate.

e. Furniture, Fixture and Equipment (FF&E) Selection Coordination. Coordinate and plan the development of furniture layouts, infrastructure requirements, budget, and procurement strategies, specifications, order and delivery schedules, project submittal review, installation , coordination, inspection, and project start-up. Maintain project related information over the duration of the project.

f. Move Services. Provide assistance in all aspects of planning, scheduling, and coordinating the execution of the physical relocation of personnel, faculty, staff, including, furniture, equipment, and other physical assets.

2.4. **Construction Phase.**

a. Administration and Coordination of the Agreement and Construction. CM will provide administrative, management, and related services necessary to administer the project and to coordinate the work of the Contractor during the Construction Phase of the project, including but not limited to: (a) schedule, coordinate and conduct weekly construction meetings; (b)record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the District, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between District, Architect and the Contractor relating to project construction; (f) coordinate activities of the Contractor, Inspector of Record (IOR) and Test/Inspection Service Providers, commissioning authority, and other District consultants, as directed by the District.

b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (a) development of Project financial reports to the District, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed Project activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and

additional work performed by the Contractor; (c) monitoring and advising the District of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the District on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM, and reports generated by the CM shall specifically indicate the original amount of the Agreement, the extent of adjustment to the Agreement by District approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the Agreement as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the District.

c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the District , the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor , along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each Project in accordance with the schedule for construction of the Project. CM will review and certify to the District the amount due on each application for progress payment and CM's written certifications constitute a representation to the District that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Agreement for the Project; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Agreement for the Substantial Completion of the Project, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the District can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

d. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other District's consultants as needed and the District in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contractor in a manner so that project construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.

e. Progress Reports. CM will maintain records of the progress of project construction, including written progress reports and photographs reflecting the status of project construction and percentage completion. A semi-monthly narrative with four (4) pictures minimum will be provided to the District for website reporting in the format directed by the District. CM shall review all changes will be documented on an "As-Built" set of documents, electronically and/or hard copy, which will record all Contractor Request for Information (RFI), architectural supplement information (ASI), substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be

incorporated monthly during the pay application review and reviewed monthly with the District. CM will maintain daily reports during project construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the project, completion of the project or Construction Costs in a format approved by the District. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and District. All documents shall be in a format approved by the District.

f. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the District, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the project. Upon determining that Substantial Completion/Final Completion of the project has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

g. Punch list. Upon the Contractor achieving Substantial Completion, the CM will participate with the District and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project.

h. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move**.** Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

1. Site Observations. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the District, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Agreement, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the project.

2. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Agreement. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Agreement. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

3. Construction Quality. The CM will guard the District against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the District and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances: (c) and the requirements of the Agreement.

4. Rejection of Work. Whenever in the ordinary course of construction of a Project and while discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the District in writing. In other circumstances, where defective or deficient work is observed by CM, the District shall be notified in writing by the CM of such conditions and if directed by the District, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

2.5. **Sub-consultants**. The CM is responsible for the management of its sub-consultants. Nothing in the foregoing shall create any contractual relationship between District and any sub-consultants employed by CM to complete any of the CM obligations under this Agreement. CM is as responsible for the performance of its sub- CMs as it would be if it had rendered these services itself. The foregoing notwithstanding, any sub-consultant to the CM for completing any CM obligations under this Agreement is subject to the prior consent and acceptance by the District. The District may grant, deny or condition consent and acceptance of a proposed sub-consultant in the sole reasonable discretion of the District.

2.6. **Safety Compliance**.

a. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the Agreement and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.

b. Safety Violations; Safety Conditions. The CM shall promptly notify the District in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the Project Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

2.7. **Changes and Claims.**

a. Coordination & Evaluation of Changes. The CM shall assist the District and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowance. Assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Agreement price or Agreement time. CM shall make written recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. The CM evaluation should include recommendations for entitlement. CM shall coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Agreement. CM shall coordinate and evaluate the Contractor's performance of changes authorized by the District. CM will maintain a log or other written records in a format previously approved by the District to monitor the disposition of changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for

completion of project construction. Upon written consent and approval of the District, the CM shall provide a third-party independent cost estimate review as part of the evaluation process of Contractor change order that is in excess of $50,000, or more. The CM shall provide the fees proposal to the District for review and approval. The cost of such service will be assessed against the allowance defined herein.

b. Processing of Changes and Change Orders. If a change to the Agreement is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Agreement. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any change to the Agreement. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Agreement without the prior consent and approval of the District.

c. Claims Handling. CM will assist the Architect in the review, evaluation, and processing of claims asserted by Contractor. CM shall make written recommendations to the District as to merit, handling, and disposition of Contractor's claims. CM analysis shall include potential impacts on project costs and schedule, recommendation for negotiation strategies to mitigate claims.

2.8. **Post-Construction Phase.**

a. Review and Transmittal of Contractor Closeout Documents. The CM shall begin to consider closeout requirements upon execution of the Agreement. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Agreement upon completion of its obligations under the Agreement. The CM shall review the Contractor's closeout documents and items to determine conformity with requirements of the Agreement. CM shall schedule, coordinate, and facilitate any training sessions for the District personnel. If the CM determines that the Contractor's closeout documents and items are not in conformity with requirements of the Agreement, the CM shall make written recommendations to the District for measures to secure compliance with the requirements of the Agreement. The CM shall deliver to the District all the Contractor's closeout documents and items, except for the Contractor's as-built drawings, which the CM shall transmit to the Architect.

b. CM Project Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Project, the CM shall assemble and deliver to the District all of the project records maintained during the Construction Phase by the CM relating to the project. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the project or this Agreement, are the sole and exclusive property of the District.

c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Agreement to provide work, labor, materials or services after completion of project construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Agreement. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations including coordination of warranty items, and scheduling of the 11-month warranty walkthrough meeting at the project site.

d. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of project construction. If the Architect, Inspector,

Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of project construction, the CM shall make written recommendations to the District for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District upon completion of Project construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the District to use/occupy the project for the purposes intended.

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

2.10. **Written Modifications Only**. The duties, responsibilities and limitations of authority of the CM shall not be restricted, modified or extended without written Agreement between the District and CM other than through the Construction Management Services Agreement Documents, which may be entered into at a later time.

2.11. **No Damages for No Construction Management Services Agreement**. District shall not be responsible to CM for any claims or damages resulting from District's failure to enter into the Construction Management Services Agreement Documents with CM for any reason.

2.12. **Access.** CM shall have access to the primary project site at all times. Access to the project site shall be coordinated with District's representative(s).

2.13. **Record Retention.** CM's services shall include records retention of any Agreements or documents between CM and Contractors and subcontractors related to CM's services provided hereunder. CM shall submit documents to the District for its records and use.

2.14. **CM Agrees to Bind.** Every sub consultant by terms of the Agreement as far as such terms are applicable to sub CM's work. If CM subcontracted any part of the work, CM shall be as fully responsible to District for acts and omissions of any sub consultant and of persons either directly or indirectly employed by any sub consultant, as it is for acts and omissions of persons directly employed by CM. Nothing contained in Agreement shall create any contractual relation between any sub consultant and District, nor shall the Agreement be construed to be for the benefit of any sub consultants.

2.15. **District Consent to Sub-CM**. District's consent to any sub consultant shall not in any way relieve CM of any obligations under the Agreement and no such consent shall be deemed to waive any provision of any Contract Documents.

ARTICLE 3 TERM

3.1. **Time is of the Essence**. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and District's payment of all sums due to CM.

3.2. **Term**. This Agreement shall commence on December 9, 2024, and shall end no later than December 8, 2029, and may be modified only by mutual written agreement of the Parties.

ARTICLE 4 COMPENSATION TO THE CM

The District shall compensate the CM as follows:

4.1. **Agreement Price for Services**. District agrees to pay Consultant, as full consideration and compensation for Consultant's performance of the Services under this Agreement, a total amount not to exceed Fourteen Million Five Hundred Eight Thousand and 00/100 Dollars $14,508,000.00 ("Contract Amount") pursuant to the fees identified in the table below:

Description of Services	Year 1 Fees (2,080 hrs. x hourly rate)	Year 2 Fees (2,080 hrs. x hourly rate)	Year 3 Fees (2,080 hrs. x hourly rate)	Year 4 Fees (2,080 hrs. x hourly rate)	Year 5 Fees (2,080 hrs. x hourly rate)
Full-Time Construction Manager 1 for District Services	$380,640	$380,640	$380,640	$380,640	$380,640
Full-Time Construction Manager 2 for District Services	$380,640	$380,640	$380,640	$380,640	$380,640
Full-Time Construction Manager 3 for District Services	$380,640	$380,640	$380,640	$380,640	$380,640
Full-Time Construction Manager 4 for District Services	$380,640	$380,640	$380,640	$380,640	$380,640
Full-Time Field Engineer 1 for District Services	$249,600	$249,600	$249,600	$249,600	$249,600
Full-Time Field Engineer 2 for District Services	$249,600	$249,600	$249,600	$249,600	$249,600
Full-Time Field Engineer 3 for District Services	$249,600	$249,600	$249,600	$249,600	$249,600
Full-Time Field Engineer 4 for District Services	$249,600	$249,600	$249,600	$249,600	$249,600
*As-Needed, When Needed Construction Manager	$380,640	$380,640	$380,640	$380,640	$380,640
Total Not to Exceed Fees Per Year	$2,901,600	$2,901,600	$2,901,600	$2,901,600	$2,901,600
Total Not to Exceed Fees for Five Years					**$14,508,000**

*The fees for the As-Needed, When Needed Construction Manager shall be paid on an hourly basis at the rate of $183 per hour.

4.2. **Price Inclusions**. The Agreement Price is inclusive of all labor (including Overtime and Weekend Rates), materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, all Principal/Project Executive Services, and/or CM support such as estimating or scheduling or other similar activities necessary for performance of the services.

4.3. **CM Monthly Billing Statements**. CM shall submit monthly billing invoices to the District for payment of the Contract Price, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the month immediately prior, in a format previously approved by the District. Previously

approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM.

4.4. **Reimbursable Expenses.** Expenses incurred by the CM and CM's employees to complete CM Services shall be borne by the CM without adjustment of the Contract Price due the CM for an Assigned Project, unless the CM obtains prior District written approval for billing such Reimbursable Expenses. The District shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for District, except Reimbursable Expenses that have been pre-approved in writing.

a. Reimbursable expenses are in addition to the Contract Price set forth in this Agreement and include expenses incurred by the CM and CM's employees and CMS in the interest of the Assigned Project.

b. Reimbursable expenses shall be the most economical expense of transportation in connection with the Assigned Project; the most economical expenses in connection with authorized out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Assigned Project. CM's normal travel expense (including to and from the Assigned Project) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the CM and his or her CMS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon District's prior written approval.

d. Expense of renderings, models and mock-ups additionally requested by the District if not part of CM's Services will be reimbursed.

4.5. **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 CM shall remain liable to the District in accordance with applicable law for all damages to the District caused by CM's failure to fully and timely perform CM Services.

4.6. **District Payment of Contract Price**. Within thirty (30) days of the date of the District's receipt of CM's billing invoices for an Assigned Project, District will make payment to CM of undisputed amounts of the Agreement Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor.

4.7. **Withholding Payment**. The District may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured it 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.

4.8. **Payment in Full**. This compensation shall be compensation in full for all services performed by the CM under the terms of this Agreement, except where additional compensation is agreed upon between the CM and District in writing as provided for as additional services.

4.9. **Monthly Payments.** Payments for CM services shall be made monthly.

4.10. **Late payments**. Invoices shall be on a form and in the format approved by the District. Payments are due and payable upon receipt of the CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the Project.

4.11. **Schedule Delay**. To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed per Attachment C – Revised Fee and Rate Proposal.

4.12. 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 CM shall remain liable to the District in accordance with applicable law for all damages to the District caused by CM's failure to perform any of the services furnished under this Agreement.

ARTICLE 5 ADDITIONAL SERVICES

5.1. **Additional Services.** Additional Services are not included in the CM Services described in this Agreement. No Additional Services shall be provided by the CM and no payment will be made for Additional Services unless set forth previously in writing. The District must approve an amendment to the Agreement, prior to CM performing any Additional Services for an Assigned Project. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the District. If the District requests in writing any Additional Services, CM shall be compensated pursuant to the amounts identified in the table below:

Description of Services	Hourly Billable Rate
Project Executive	$0 (No Charge)
Construction Manager	$183
Field Engineer	$120

ARTICLE 6 HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

6.1. **Hold Harmless & Indemnification**. To the fullest extent permitted by law, the CM and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages, or injuries/illnesses of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of CM, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the CM's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CM and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. CM shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable

for any loss of CM's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

a. CM's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.

b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release CM and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

6.2. **INSURANCE**. The CM and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, CM's required minimum coverage limits set forth herein at the commencement of a renewal term by providing CM and subconsultant (if applicable) written notice.

a. A.M. Best Financial Rating. CM's policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.

b. Admitted Carrier(s). CM's policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.

c. Workers' Compensation and Employer's Liability. Pursuant to Labor Code §3700, CM and its subconsultants shall each purchase and maintain Workers' Compensation insurance with a statutory limit and Employer's Liability insurance of not less than One Million Dollars ($1,000,000) for Each Accident, One Million Dollars ($1,000,000) for Disease - Each Employee, and One Million Dollars ($1,000,000) for Disease - Policy Limit.

d. Commercial General Liability. Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.

e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence to cover losses involving "Any Auto".

f. Professional Liability aka Errors and Omissions. CM and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence or claim and Four Million Dollars ($4,000,000) general aggregate to cover against liability claims/lawsuits related to the professional to the professional Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.

g. Additional Insured Endorsement. CM and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and

volunteers as Additional Insureds to CM's and CM's subconsultants Commercial General Liability and Automobile Liability insurance policies.

h. Primary and Non-Contributory Endorsement. CM's and its subconsultants' insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.

i. Waiver of Subrogation Endorsements. CM and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to CM and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.

j. No Cancellation or Material Modification. CM's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.

k. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon CM's execution of this Agreement. No work shall commence by CM until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.

ARTICLE 7 CM'S WORK PRODUCT

7.1. **District Ownership of Documents**. The documents prepared by the CM for this Project shall be and remain the property of the District All documents generated or received by the CM in completing CM Services under this Agreement are the sole property of the District whether or not the work for which they were made is executed. CM grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this Agreement.

7.2. **Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, CM and Contractor during all phases of the project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a monthly copy of such record to the District for review and comment, make adjustments and provide a final copy to the District and a copy to the Contractor upon request.

7.3. **Electronic Copy of Documents**. The CM shall perform the work under this Agreement and shall deliver electronic copy of all reports and documentation via DVD or memory stick in PDF format upon completion of each of the assigned project's phases, pre-construction, preparation to enter into construction, construction, and post-construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the District.

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

ARTICLE 8 TERMINATION

8.1. **Termination for Convenience**. District may, at any time, with or without reason, terminate this Agreement and compensate CM only for services satisfactorily rendered to the date of termination. Thirty (30) days written notice

by District shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CM; or (b) any act by CM exposing the District to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the CM services subject to this Agreement from another Firm. 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. **Suspension**. The District may suspend this Agreement at any time without penalty by written notice to CM of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than fifteen days (15) prior to the suspension date. If the project is suspended by the District for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension.

8.4. **Abandonment of Assigned Project**. If the District abandons an Assigned Project for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this Agreement by giving not less than seven days written notice to the District.

8.5. **Non-Payment**. The District's failure to make payments to the CM in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the CM.

a. In the event the District fails to make timely payment, the CM may, upon 7 days written notice to the District, suspend performance of services under this Agreement.

b. Unless payment in full is received by the CM within 7 days of the date of the notice, the suspension shall take effect without further notice.

c. In the event of a suspension of services, the CM shall have no liability to the District for delay or damage caused to the District because of such suspension of services.

8.6. **CM Compensation**. The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The District shall pay the CM only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages**. In the event of termination due to the fault of CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the District due to CM's failure to perform as provided in the Agreement.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind

this Agreement nor stop the progress of the work. The District and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this Agreement or the breach thereof shall be first attempted to be resolved through mediation using services such as JAMS, ADR, etc. and per the District's discretion.

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

a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This Agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

c. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

d. In any judicial proceeding to enforce this Agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1. **District Provided Information**. The District shall provide to the CM full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

10.2. **District Representative**. The District shall appoint a representative authorized to act on the District's behalf with respect to the Project. The District or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. CM shall consult with authorized employees, agents, and representatives of District relative to the design and construction of the Project. However, CM shall accept directives only from District's designated representative and not from other District employees or consultants. The District shall notify CM 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 CM, the District Representative is:

10.3. **District Notification**. The District shall give prompt written notice to the CM if the District becomes aware of any fault or defect in the Project or nonconformance with the construction contract. However, the District's failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the Project.

10.4. **Tests/Inspections.** The District shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the District in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

10.5. **District CMs**. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the District in connection with the Project shall be retained and paid for by the District. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, commissioning agent, and hazardous material assessment and abatement consultants. The foregoing notwithstanding, the Services of the CM include assistance to the District in identifying, selecting, and retaining any other District consultants, as needed.

ARTICLE 11 MISCELLANEOUS

11.1. **Equal Opportunity/Non-Discrimination**. CM shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

CM shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. CM shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

11.2. **Background Check.** CM hereby certifies that CM has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. CM shall notify District in writing immediately if CM is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. CM further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. CM hereby consents to the background check to the fullest extent permitted by law. CM agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony CM has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

11.3. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, CM agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. CM certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no

person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent CM, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars ($1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.

11.4. **Compliance with Applicable Laws, Policies, Procedures, Rule and Regulations**. CM shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

CM agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to CM, CM's business, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services. Additionally, CM shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. CM shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving CM and any of its employees performing Services on District property pursuant to the terms of this Agreement, CM shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

CM and its subconsultant shall ensure that its employees will at all times comply with the District's current COVID-19 Contractor Protocols.

Compliance with Economic Sanctions Imposed in Response to Russia's Invasion of Ukraine. CM shall comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal Executive Order 14065 and the sanctions identified on the U.S. Department of the Treasury website. CM shall comply with any sanctions imposed under state law, including with respect to, but not limited to, Executive Order N-6-22 from the State of California's Executive Department:

https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

11.5. **CM Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the District and the CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. During this time, CM shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

11.6. **Review, Approval or Acceptance**. Review, approval or acceptance of CM's work whether by District or others, shall not relieve CM from responsibility for errors and omissions in CM's work.

11.7. **Profanity Prohibited**. Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while CM and/or subconsultant are performing Services described herein is prohibited.

11.8. **Mandatory Dress Code**. Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.

11.9. **Trademark/Logo Use**. CM 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 permission is granted, PIO will furnish CM with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on CM's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. CM shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

11.10. **Originality Of Work**.

a. Matters Produced Under this Agreement. CM understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. CM consents to use of CM's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

b. CM Use of Other Copyright/Trademark/Patent Materials. CM 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. CM agrees to defend, indemnify, 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.

11.11. **Rights To Data**. CM grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Services under this Agreement excluding data owned or controlled by the CM outside of this Agreement.

11.12. **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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

CM shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by CM to achieve the project goals. In the event CM shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, CM agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the CM's Services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

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

11.14. **Definitions**

a. Agreement. An Agreement for Construction services awarded by the District to a Contractor /CM for the construction of a portion of the Project.

b. Contractor. A Contractor to the District under an Agreement awarded by the District for construction of the Project.

c. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under Agreement to the Architect or District.

d. Architect. The Architect is the District's appointed design professional assigned to a project. References to the Architect include those individuals 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 Agreement Documents. The Agreement Documents issued by or on behalf of the District under an Agreement for construction of the Project. Construction Agreement Documents include all modifications issued by or on behalf of the District. Unless otherwise expressly stated, references to the Construction Agreement Documents are referenced to all of the Agreement Documents issued for the Agreement awarded for Project construction.

h. Substantial Completion. Substantial Completion is when the Work of an Agreement 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 an Agreement 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 Agreement.

11.15. **Employment with Public Agency.** If CM is an employee of another public agency, CM agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Services are actually being performed pursuant to this Agreement.

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

11.17. **Independent Contractor**. CM, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. CM and its subconsultants understand and agree that they shall

not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. CM assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. CM 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 CM and CM's employees. CM should be aware that 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 CM or CM's employees or subconsultants. CM agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of CM 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 CM's employees or subconsultants.

11.18. **Use of Subconsultants**. The obligations of the CM pursuant to this Agreement shall not be assigned by the CM without the express written approval of the District. CM must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between CM and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for CM's use of a subconsultant is provided by the District, CM warrants that said subconsultant shall have sufficient skill and experience to perform the Services assigned to them. CM further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, CM shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.

11.19. **Marginal Headings; Captions**. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and District hereunder.

11.20. **Non-Assignment**. The District and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the CM pursuant to this Agreement shall not be assigned by the CM. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or CM. The sale or transfer of a majority membership interest in the Firm or the admission of new member to the Firm which causes there to be a change in majority ownership and/or control of 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.

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

11.22. **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.

11.23. **Communications** between the parties shall be sent to the following addresses:

District
Medhanie Ephrem
Executive Director, Facilities Planning
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mephrem@socccd.edu

CONSTRUCTION MANAGER
Michael Boomsma
Senior Vice President, Education & Facilities
Cordoba Corporation

1611 E 17th St.
Santa Ana, CA 92705
MBoomsma@cordobacorp.com

COPY
Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

and

Priya Jerome
Executive Director, Procurement, Central Services, and Risk Management
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

11.24. **Supersedes**. This Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the Parties whether oral or written, expressed or implied.

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

11.26. **Force Majeure**. The CM and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the CM's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or

export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

11.27. **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.

11.28. **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 Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.

11.29. **Conflict Of Interest**. CM hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, CM 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 Services under this Agreement; (ii) CM has no business or financial interests which are in conflict with CM's obligations to District under this Agreement; and (iii) CM shall not employ in the performance of Services under this Agreement any person or entity having any such interests.

11.30. **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, CM 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, CM 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 CM'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.

11.31. **Entire Agreement and 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 or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. 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. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.

11.32. **Binding Agreement**. The District and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

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

11.34. **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

[SIGNATURE PAGE TO FOLLOW]

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

"District"	"CONSTRUCTION MANAGER"
South Orange County Community College District	Cordoba Corporation
_____	_____
Ann-Marie Gabel Vice Chancellor, Business Services	Michael Boomsma Senior Vice President
_____	_____
(Date)	(Date)

10. BUSINESS SERVICES

Subject	**10.4 SOCCCD: Agreement for Construction Management Services to Complete Saddleback @ ATEP Project, Bernards Bros., Inc.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the Agreement for Construction Management Services with Bernards Bros., Inc. to complete the Saddleback @ ATEP Project in the amount not to exceed $340,840 and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

BACKGROUND

On December 16, 2019, the District's Board of Trustees approved an Agreement for Construction Management Services with Bernards Bros., Inc. (Bernards) with a term of five years for comprehensive construction management services (CM) on District-wide capital construction projects. The agreement with Bernards is set to expire on December 16, 2024.

STATUS

The District is in the final stages of completion of the Saddleback @ ATEP Project (Project), with an anticipated completion date of June 30, 2025. Bernards has been the CM on this Project since inception and has been involved, along with the District, in coordinating the General Contractor (GC) to ensure completion of the Project. Bernards role as a CM has allowed them to garner project specific knowledge, expertise, and experience managing the GC that is essential and advantageous for the District to have during this critical final phase of the Project. Additionally, the entirety of the Project documents along with RFIs, technical specifications, submittals, change order requests, etc. are housed in Bernards' proprietary system Egnyte. Transitioning the construction management platforms would pose significant disruptions and cause delays including the risk of losing essential data should a transition be undertaken. Pursuant to these unique Project specific needs along with the continued utilization of the Egnyte system needed for the successful completion of the Project, it would work an incongruity and not produce any advantage to award an Agreement for Construction Management Services for this project to any other firm besides Bernards.

In order to ensure continuity of service and to avoid any delays or disruptions, District staff recommends award of the Agreement for Construction Management Services (Exhibit A) to complete the Saddleback @ ATEP Project

in the amount not to exceed $340,480. The term of this agreement is from December 17, 2024 through June 30, 2025.

Basic Aid funds are available in the Saddleback @ ATEP project budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the Agreement for Construction Management Services with Bernards Bros., Inc. to complete the Saddleback @ ATEP Project in the amount not to exceed $340,840 and authorizes the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
Exhibit A Agreement for CM Services_Bernards Bros. Inc.pdf (1,125 KB)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made and entered into this 19th day of November in the year 2024 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and **Bernards Bros., Inc.**, hereinafter referred to as "CM";

WHEREAS, District is authorized by Section 53060 of the California Government Code to Agreement 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 construction management services;

WHEREAS, the District desires to retain the CM to provide and perform the Construction Management Services described herein.

WHEREAS, CM represents that it has the necessary personnel, professional qualifications, expertise, and financial capability to assist the District with meeting the CM Services requirements described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM's SERVICES AND RESPONSIBILITIES

1.1. **Services**. CM shall provide the construction management services described in this Agreement for Saddleback @ ATEP construction project managed by District Services. CM shall provide one full-time team of two individuals comprising of a construction manager and a field engineer. CM shall be required to deliver construction management services including, but not limited to, the following: construction management, post-construction phase punch-list completion, and agency closeout. Services shall include Principal/Project Executive support services at no additional charge.

1.2. **Standard of Care**. The CM shall perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CM shall furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services are within the technical and professional areas of expertise of the CM or any sub-consultant the CM has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the CM to provide Services in addition to, or different from, the Services described. The CM shall advise the District in writing of any Services that, in the CM's opinion, lie outside of the technical and professional expertise of the CM. 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.

CM or CM's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

1.3. **Key Individual Assignment**. The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM shall assign Jenae Decker as Project Executive and one full-time team of two individuals comprising of Tania Boyd as Construction Manager and a field engineer TBD to support District

Services. So long as their performance continues to be acceptable to the District, these named individuals shall remain dedicated to providing the Services contemplated through the entirety of this Agreement. Additionally, the CM must furnish the name of all other key people in CM's Firm that will be associated with any Project.

1.4. **Replacement of Key Individuals**. If any of the key individuals fail to perform to the satisfaction of the District, then upon written notice, the CM will have ten working days to remove that person from the Services provided to the District and replace that person with one acceptable to the District after review of resume and/or interview.

1.5. **Relationship of CM to Other Service Providers**. CM's services hereunder shall be provided in conjunction with Agreements 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 a Project. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the Project design which remains that of the Architect. CM shall coordinate all work with District Representative as necessary to complete Agreement requirements.

ARTICLE 2 SCOPE OF CM's SERVICES

2.1. **Scope of Services.** The construction management services include those described in this article, and in general, all those necessary to assure completeness of Contract Documents.

2.2 **Construction Phase.**

a. Administration and Coordination of the Agreement and Construction. CM will provide administrative, management, and related services necessary to administer the project and to coordinate the work of the Contractor during the Construction Phase of the project, including but not limited to: (a) schedule, coordinate and conduct weekly construction meetings; (b)record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the District, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between District, Architect and the Contractor relating to project construction; (f) coordinate activities of the Contractor, Inspector of Record (IOR) and Test/Inspection Service Providers, commissioning authority, and other District consultants, as directed by the District.

b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (a) development of Project financial reports to the District, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed Project activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the District of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the District on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM, and reports generated by the CM shall specifically indicate the original amount of the Agreement, the extent of adjustment to the Agreement by District approved Change Orders or approvals to allowance

expenditures and the extent of potential further adjustment of the Agreement as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the District.

c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the District , the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor , along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each Project in accordance with the schedule for construction of the Project. CM will review and certify to the District the amount due on each application for progress payment and CM's written certifications constitute a representation to the District that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Agreement for the Project; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Agreement for the Substantial Completion of the Project, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the District can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

d. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other District's consultants as needed and the District in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contractor in a manner so that project construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.

e. Progress Reports. CM will maintain records of the progress of project construction, including written progress reports and photographs reflecting the status of project construction and percentage completion. A semi-monthly narrative with four (4) pictures minimum will be provided to the District for website reporting in the format directed by the District. CM shall review all changes will be documented on an "As-Built" set of documents, electronically and/or hard copy, which will record all Contractor Request for Information (RFI), architectural supplement information (ASI), substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the District. CM will maintain daily reports during project construction showing weather conditions, the Contractor and their Sub Contractor s by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the project, completion of the project or Construction Costs in a format approved by the District. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of

milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and District. All documents shall be in a format approved by the District.

f. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the District, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the project. Upon determining that Substantial Completion/Final Completion of the project has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

g. Punch list. Upon the Contractor achieving Substantial Completion, the CM will participate with the District and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project.

h. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move**.** Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

1. Site Observations. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the District, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Agreement, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the project.

2. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Agreement. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Agreement. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

3. Construction Quality. The CM will guard the District against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the District and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances: (c) and the requirements of the Agreement.

4. Rejection of Work. Whenever in the ordinary course of construction of a Project and while discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and

thereupon notifying the District in writing. In other circumstances, where defective or deficient work is observed by CM, the District shall be notified in writing by the CM of such conditions and if directed by the District, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

2.3. **Sub-consultants**. The CM is responsible for the management of its sub-consultants. Nothing in the foregoing shall create any contractual relationship between District and any sub-consultants employed by CM to complete any of the CM obligations under this Agreement. CM is as responsible for the performance of its sub- CMs as it would be if it had rendered these services itself. The foregoing notwithstanding, any sub-consultant to the CM for completing any CM obligations under this Agreement is subject to the prior consent and acceptance by the District. The District may grant, deny or condition consent and acceptance of a proposed sub-consultant in the sole reasonable discretion of the District.

2.4. **Safety Compliance**.

a. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the Agreement and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.

b. Safety Violations; Safety Conditions. The CM shall promptly notify the District in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the Project Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

2.5. **Changes and Claims.**

a. Coordination & Evaluation of Changes. The CM shall assist the District and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowance. Assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Agreement price or Agreement time. CM shall make written recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. The CM evaluation should include recommendations for entitlement. CM shall coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Agreement. CM shall coordinate and evaluate the Contractor's performance of changes authorized by the District. CM will maintain a log or other written records in a format previously approved by the District to monitor the disposition of changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of project construction. Upon written consent and approval of the District, the CM shall provide a third party independent cost estimate review as part of the evaluation process of Contractor change order that is in excess of $50,000, or more. The CM shall provide the fees proposal to the District for review and approval. The cost of such service will be assessed against the allowance defined herein.

b. Processing of Changes and Change Orders. If a change to the Agreement is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Agreement. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any change to the Agreement. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Agreement without the prior consent and approval of the District.

c. Claims Handling. CM will assist the Architect in the review, evaluation, and processing of claims asserted by Contractor. CM shall make written recommendations to the District as to merit, handling, and disposition of Contractor's claims. CM analysis shall include potential impacts on project costs and schedule, recommendation for negotiation strategies to mitigate claims.

2.6. **Post-Construction Phase.**

a. Review and Transmittal of Contractor Closeout Documents. The CM shall begin to consider closeout requirements upon execution of the Agreement. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Agreement upon completion of its obligations under the Agreement. The CM shall review the Contractor's closeout documents and items to determine conformity with requirements of the Agreement. CM shall schedule, coordinate, and facilitate any training sessions for the District personal. If the CM determines that the Contractor's closeout documents and items are not in conformity with requirements of the Agreement, the CM shall make written recommendations to the District for measures to secure compliance with the requirements of the Agreement. The CM shall deliver to the District all the Contractor's closeout documents and items, except for the Contractor's as-built drawings, which the CM shall transmit to the Architect.

b. CM Project Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Project, the CM shall assemble and deliver to the District all of the project records maintained during the Construction Phase by the CM relating to the project. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the project or this Agreement, are the sole and exclusive property of the District.

c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Agreement to provide work, labor, materials or services after completion of project construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Agreement. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations including coordination of warranty items, and scheduling of the 11-month warranty walkthrough meeting at the project site until the end of this contract.

d. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of project construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of project construction, the CM shall make written recommendations to the District for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the

Contractor with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District upon completion of Project construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the District to use/occupy the project for the purposes intended.

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

2.8. **Written Modifications Only**. The duties, responsibilities and limitations of authority of the CM shall not be restricted, modified or extended without written Agreement between the District and CM other than through the Construction Management Services Agreement Documents, which may be entered into at a later time.

2.9. **No Damages for No Construction Management Services Agreement**. District shall not be responsible to CM for any claims or damages resulting from District's failure to enter into the Construction Management Services Agreement Documents with CM for any reason.

2.10. **Access.** CM shall have access to the primary project site at all times. Access to the project site shall by coordinated with District's representative(s).

2.11. **Record Retention.** CM's services shall include records retention of any Agreements or documents between CM and Contractors and subcontractors related to CM's services provided hereunder. CM shall submit documents to the District for its records and use.

2.12. **CM Agrees to Bind.** Every sub consultant by terms of the Agreement as far as such terms are applicable to sub CM's work. If CM subcontracted any part of the work, CM shall be as fully responsible to District for acts and omissions of any sub consultant and of persons either directly or indirectly employed by any sub consultant, as it is for acts and omissions of persons directly employed by CM. Nothing contained in Agreement shall create any contractual relation between any sub consultant and District, nor shall the Agreement be construed to be for the benefit of any sub consultants.

2.13. **District Consent to Sub-CM**. District's consent to any sub consultant shall not in any way relieve CM of any obligations under the Agreement and no such consent shall be deemed to waive any provision of any Contract Documents.

ARTICLE 3 TERM

3.1. **Time is of the Essence**. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and District's payment of all sums due to CM.

3.2. **Term.** The Term of this Agreement shall be from December 17, 2024 through June 30, 2025, and may be modified only by mutual written agreement of the Parties.

ARTICLE 4 COMPENSATION TO THE CM

The District shall compensate the CM as follows:

4.1. **Agreement Price for Services**. District agrees to pay CM, as full consideration and compensation for CM's performance of the Services under this Agreement, a total amount not to exceed Three Hundred Forty Thousand Four Hundred Eighty and 00/100 Dollars $340,480.00 ("Contract Amount") to be billed at the hourly rates identified below:

Description of Services	Hourly Billable Rate
Construction Manager	$182.00
Field Engineer	$122.00

4.2. **Price Inclusions**. The Agreement Price is inclusive of all labor (including Overtime and Weekend Rates), materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, all Principal/Project Executive Services, and/or CM support such as estimating or scheduling or other similar activities necessary for performance of the services.

4.3. **CM Monthly Billing Statements**. CM shall submit monthly billing invoices to the District for payment of the Contract Price, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the month immediately prior, in a format previously approved by the District. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM.

4.4. **Reimbursable Expenses.** Expenses incurred by the CM and CM's employees to complete CM Services shall be borne by the CM without adjustment of the Contract Price due the CM for an Assigned Project, unless the CM obtains prior District written approval for billing such Reimbursable Expenses. The District shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for District, except Reimbursable Expenses that have been pre-approved in writing.

a. Reimbursable expenses are in addition to the Contract Price set forth in this Agreement and include expenses incurred by the CM and CM's employees and CMS in the interest of the Assigned Project.

b. Reimbursable expenses shall be the most economical expense of transportation in connection with the Assigned Project; the most economical expenses in connection with authorized out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Assigned Project. CM's normal travel expense (including to and from the Assigned Project) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the CM and his or her CMS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon District's prior written approval.

d. Expense of renderings, models and mock-ups additionally requested by the District if not part of CM's Services will be reimbursed.

4.5 **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 CM shall remain liable to the District in accordance with applicable law for all damages to the District caused by CM's failure to fully and timely perform CM Services.

4.6 **District Payment of Contract Price**. Within thirty (30) days of the date of the District's receipt of CM's billing invoices for an Assigned Project, District will make payment to CM of undisputed amounts of the Agreement Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions

shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor.

4.7 **Withholding Payment**. The District may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured it 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.

4.8 **Payment in Full**. This compensation shall be compensation in full for all services performed by the CM under the terms of this Agreement, except where additional compensation is agreed upon between the CM and District in writing as provided for as additional services.

4.9 **Monthly Payments.** Payments for CM services shall be made monthly.

4.10 **Late payments**. Invoices shall be on a form and in the format approved by the District. Payments are due and payable upon receipt of the CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the Project.

4.11 **Schedule Delay**. To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed at the hourly billable rates identified in Section 3.1 of this Agreement.

4.12 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 CM shall remain liable to the District in accordance with applicable law for all damages to the District caused by CM's failure to perform any of the services furnished under this Agreement.

ARTICLE 5 ADDITIONAL SERVICES

5.1. **Additional Services.** Additional Services are not included in the CM Services described in this Agreement. No Additional Services shall be provided by the CM and no payment will be made for Additional Services unless set forth previously in writing. If the District requests in writing any Additional Services, CM shall be compensated for the same in accordance with the provisions of this Agreement relating to Additional Services which shall be consistent with and the amounts indicated in the table below. The District must approve an amendment to the Agreement, prior to CM performing any Additional Services for an Assigned Project. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the District.

Description of Services	Hourly Billable Rate
Project Executive	$240.00
Construction Manager	$182.00
Field Engineer	$122.00

ARTICLE 6 HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

6.1. **Hold Harmless & Indemnification**. To the fullest extent permitted by law, the CM and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages, or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of CM, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the CM's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CM and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. CM shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of CM's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

a. CM's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.

b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release CM and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

6.2. **INSURANCE**. The CM and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, CM's required minimum coverage limits set forth herein at the commencement of a renewal term by providing CM and subconsultant (if applicable) written notice.

a. A.M. Best Financial Rating. CM's policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.

b. Admitted Carrier(s). CM's policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.

c. Workers' Compensation and Employer's Liability. Pursuant to Labor Code §3700, CM and its subconsultants shall each purchase and maintain Workers' Compensation insurance with a statutory limit and Employer's Liability insurance of not less than One Million Dollars ($1,000,000) for Each Accident, One Million Dollars ($1,000,000) for Disease - Each Employee, and One Million Dollars ($1,000,000) for Disease - Policy Limit.

d. Commercial General Liability. Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.

e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence to cover losses involving "Any Auto".

f. Professional Liability aka Errors and Omissions. CM and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence or claim and Four Million Dollars ($4,000,000) general aggregate to cover against liability claims/lawsuits related to the professional to the professional Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.

g. Additional Insured Endorsement. CM and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to CM's and CM's subconsultants Commercial General Liability and Automobile Liability insurance policies.

h. Primary and Non-Contributory Endorsement. CM's and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.

i. Waiver of Subrogation Endorsements. CM and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to CM and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.

j. No Cancellation or Material Modification. CM's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.

k. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon CM's execution of this Agreement. No work shall commence by CM until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.

ARTICLE 7 CM'S WORK PRODUCT

7.1. **District Ownership of Documents**. The documents prepared by the CM for this Project shall be and remain the property of the District All documents generated or received by the CM in completing CM Services under this

Agreement are the sole property of the District whether or not the work for which they were made is executed. CM grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this Agreement.

7.2. **Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, CM and Contractor during all phases of the project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a monthly copy of such record to the District for review and comment, make adjustments and provide a final copy to the District and a copy to the Contractor upon request.

7.3. **Electronic Copy of Documents**. The CM shall perform the work under this Agreement and shall deliver electronic copy of all reports and documentation via DVD or memory stick in PDF format upon completion of each of the assigned project's phases, pre-construction, preparation to enter into construction, construction, and post-construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the District.

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

ARTICLE 8 TERMINATION

8.1. **Termination for Convenience**. District may, at any time, with or without reason, terminate this Agreement and compensate CM only for services satisfactorily rendered to the date of termination. Thirty (30) days written notice by District shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CM; or (b) any act by CM exposing the District to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the CM services subject to this Agreement from another Firm. 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. **Suspension**. The District may suspend this Agreement at any time without penalty by written notice to CM of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than fifteen days (15) prior to the suspension date. If the project is suspended by the District for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension.

8.4. **Abandonment of Assigned Project**. If the District abandons an Assigned Project for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this Agreement by giving not less than seven days written notice to the District.

8.5. **Non-Payment**. The District's failure to make payments to the CM in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the CM.

a. In the event the District fails to make timely payment, the CM may, upon 7 days written notice to the District, suspend performance of services under this Agreement.

b. Unless payment in full is received by the CM within 7 days of the date of the notice, the suspension shall take effect without further notice.

c. In the event of a suspension of services, the CM shall have no liability to the District for delay or damage caused the District because of such suspension of services.

8.6. **CM Compensation**. The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The District shall pay the CM only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages**. In the event of termination due to the fault of CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the District due to CM's failure to perform as provided in the Agreement.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work. The District and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this Agreement or the breach thereof shall be first attempted to be resolved through mediation using services such as JAMS, ADR, etc. and per the District's discretion.

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

a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor , District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This Agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

c. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a

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

d. In any judicial proceeding to enforce this Agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT 'S RESPONSIBILITIES

10.1. **District Provided Information**. The District shall provide to the CM full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

10.2. **District Representative**. The District shall appoint a representative authorized to act on the District's behalf with respect to the Project. The District or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. CM shall consult with authorized employees, agents, and representatives of District relative to the design and construction of the Project. However, CM shall accept directives only from District's designated representative and not from other District employees or consultants. The District shall notify CM 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 CM, the District Representative is:

Medhanie Ephrem, Executive Director of Facilities Planning

10.3. **District Notification**. The District shall give prompt written notice to the CM if the District becomes aware of any fault or defect in the Project or nonconformance with the construction contract. However, the District's failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the Project.

10.4. **Tests/Inspections.** The District shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the District in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

10.5. **District CMs**. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the District in connection with the Project shall be retained and paid for by the District. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, commissioning agent, and hazardous material assessment and abatement

consultants. The foregoing notwithstanding, the Services of the CM include assistance to the District in identifying, selecting, and retaining any other District consultants, as needed.

ARTICLE 11 MISCELLANEOUS

11.1. **Equal Opportunity/Non-Discrimination**. CM shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

CM shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. CM shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

11.2. **Background Check.** CM hereby certifies that CM has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. CM shall notify District in writing immediately if CM is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. CM further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. CM hereby consents to the background check to the fullest extent permitted by law. CM agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony CM has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

11.3. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, CM agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. CM certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent CM, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars ($1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.

11.4. **Compliance with Applicable Laws, Policies, Procedures, Rule and Regulations**. CM shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

CM agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to CM, CM's business, equipment and personnel engaged in Services covered

by this Agreement or accruing out of the performance of such Services. Additionally, CM shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. CM shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving CM and any of its employees performing Services on District property pursuant to the terms of this Agreement, CM shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

CM and its subconsultant shall ensure that its employees will at all times comply with the District's current COVID-19 Contractor Protocols.

Compliance with Economic Sanctions Imposed in Response to Russia's Invasion of Ukraine. CM shall comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal Executive Order 14065 and the sanctions identified on the U.S. Department of the Treasury website. CM shall comply with any sanctions imposed under state law, including with respect to, but not limited to, Executive Order N-6-22 from the State of California's Executive Department:

https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

11.5. **CM Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the District and the CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. During this time, CM shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

11.6. **Review, Approval or Acceptance**. Review, approval or acceptance of CM's work whether by District or others, shall not relieve CM from responsibility for errors and omissions in CM's work.

11.7. **Profanity Prohibited**. Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while CM and/or subconsultant are performing Services described herein is prohibited.

11.8. **Mandatory Dress Code**. Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.

11.9. **Trademark/Logo Use**. CM 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 permission is granted, PIO will furnish CM with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on CM's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. CM shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

11.10. **Originality Of Work**.

a. Matters Produced Under this Agreement. CM understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. CM consents to use of CM's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

b. CM Use of Other Copyright/Trademark/Patent Materials. CM 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. CM agrees to defend, indemnify, 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.

11.11. **Rights To Data**. CM grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Services under this Agreement excluding data owned or controlled by the CM outside of this Agreement.

11.12. **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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

CM shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by CM to achieve the project goals. In the event CM shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, CM agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the CM's Services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

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

11.14. **Definitions**

a. Agreement. An Agreement for Construction services awarded by the District to a Contractor /CM for the construction of a portion of the Project.

b. Contractor. A Contractor to the District under an Agreement awarded by the District for construction of the Project.

c. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under Agreement to the Architect or District.

d. Architect. The Architect is the District's appointed design professional assigned to a project. References to the Architect include those individuals 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 Agreement Documents. The Agreement Documents issued by or on behalf of the District under an Agreement for construction of the Project. Construction Agreement Documents include all modifications issued by or on behalf of the District. Unless otherwise expressly stated, references to the Construction Agreement Documents are referenced to all of the Agreement Documents issued for the Agreement awarded for Project construction.

h. Substantial Completion. Substantial Completion is when the Work of an Agreement 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 an Agreement 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 Agreement.

11.15. **Employment with Public Agency.** If CM is an employee of another public agency, CM agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Services are actually being performed pursuant to this Agreement.

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

11.17. **Independent Contractor**. CM, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. CM and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. CM assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. CM 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 CM and CM's employees. CM should be aware that 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 CM or CM's employees or subconsultants. CM agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged

failure of CM 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 CM's employees or subconsultants.

11.18. **Use of Subconsultants**. The obligations of the CM pursuant to this Agreement shall not be assigned by the CM without the express written approval of the District. CM must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between CM and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for CM's use of a subconsultant is provided by the District, CM warrants that said subconsultant shall have sufficient skill and experience to perform the Services assigned to them. CM further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, CM shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.

11.19. **Marginal Headings; Captions**. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and District hereunder.

11.20. **Non-Assignment**. The District and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the CM pursuant to this Agreement shall not be assigned by the CM. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or CM. The sale or transfer of a majority membership interest in Firm or the admission of new member to the Firm which causes there to be a change in majority ownership and/or control of 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.

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

11.22. **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.

11.23. **Communications** between the parties shall be sent to the following addresses:

District	CONSTRUCTION MANAGER
Medhanie Ephrem	Sal Nol
Executive Director, Facilities Planning	Vice President of Education
South Orange County	Bernards Bros., Inc.
Community College District	

28000 Marguerite Parkway
Mission Viejo, CA 92692
mephrem@socccd.edu

2546 McCabe Way, Irvine, CA 92614
Irvine, CA, 92614
SNol@bernards.com

COPY
Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

and

Priya Jerome
Executive Director, Procurement, Central Services, and Risk Management
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

11.24. **Supersedes**. This Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the Parties whether oral or written, expressed or implied.

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

11.26. **Force Majeure**. The CM and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the CM's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

11.27. **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.

11.28. **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 Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.

11.29. **Conflict Of Interest**. CM hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, CM 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 Services under this Agreement; (ii) CM has no business or financial interests which are in conflict with CM's obligations to District under this Agreement; and (iii) CM shall not employ in the performance of Services under this Agreement any person or entity having any such interests.

11.30. **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, CM 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, CM 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 CM'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.

11.31. **Entire Agreement and 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 or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. 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. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a

conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.

11.32. **Binding Agreement**. The District and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

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

11.34. **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.

[SIGNATURE PAGE TO FOLLOW]

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

"District"	"CONSTRUCTION MANAGER"
South Orange County Community College District	Bernards Bros., Inc.
_____	_____
Ann-Marie Gabel Vice Chancellor, Business Services	Sal Nol Vice President of Education
_____	_____
(Date)	(Date)

10. BUSINESS SERVICES

Subject	**10.5 SOCCCD: Award of Master Information Technology Consultant Services Agreements for Work Orders: Speridian Technologies, LLC, Neudesic, LLC, and Management Applications, Inc.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the Master Information Technology Consultant Services Agreements for Work Orders with Speridian Technologies, LLC, Neudesic, LLC, and Management Applications, Inc., and authorizes the Vice Chancellor of Business Services, or designee, to execute the Agreements and all future Work Orders.

BACKGROUND

The District's current Student Information System (SIS) will need to be maintained until Fall 2025, when the transition to Banner is completed. Additionally, the District will require IT consultants during the post-Banner implementation period to assist with problem resolution, third-party product integrations, and innovation, including but not limited to the implementation of AI tools.

STATUS

On September 23, 2024, Request for Qualifications and Proposals 10438-2024 for SIS Managed Services (RFQ&P) was issued by placing advertisements in the OC Register on September 23 and September 30, 2024. The RFQ&P was also posted on the District website and sent out to 233 firms through the PlanetBids system. On October 21, 2024, three proposals were received and were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

District and college staff evaluated the submittals. Based on a combination of qualifications, expertise, pricing, staffing, and understanding of the District's needs and expectations, the committee recommends award of Master Agreements for IT Consultant Services to a pool of three firms: Speridian Technologies, LLC (EXHIBIT B), Neudesic, LLC (EXHIBIT C), and Management Applications, Inc. (EXHIBIT D). The term of the Agreements shall be for five years from January 1, 2025 through December 31, 2029.

The award of the agreements as a result of this RFQ&P is not a guaranteed award of work. All work performed pursuant to the agreements will be by issuance of a work order only. The scope for each work order will be sent to all three firms in the pool to submit resumes for the District's consideration.

Basic Aid funds for these services are available in the project budget. Grant funding may also be utilized for specific projects when applicable.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the Master Information Technology Consultant Services Agreements for Work Orders with Speridian Technologies, LLC, Neudesic, LLC, and Management Applications, Inc., and authorizes the Vice Chancellor of Business Services, or designee, to execute the Agreements and all future Work Orders.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXH A-D RFQP 10438-2024 SIS Managed Services.pdf (1,489 KB)

Request for Qualifications and Proposals No. 10438-2024
SIS Managed Services

Submittals

South Orange County Community College District
November 18, 2024

Company Name	City	Proposal Evaluation Score
***Speridian Technologies, LLC**	Irvine, CA	89.50
***Neudesic, LLC**	Irvine, CA	85.00
***Management Applications, Inc.**	Leesburg, VA	79.50

Consultant Role	Hourly Rate for Speridian Technologies, LLC	Hourly Rate for Neudesic, LLC	Hourly Rate for Management Applications, Inc.
Engagement Manager/Sr. Project Manager	**$156.00	**$161.00	$120.00
User Experience and Systems Design Analyst	**$129.00	**$140.00	$120.00
Solutions Architect/Principal Application Developer	**$165.00	**$170.00	$120.00
Sr. Application Developer	**$141.00	**$157.00	$120.00
Application Developer	**$118.00	**$121.00	$120.00
Sr. Database Architect and Developer	**$156.00	**$157.00	$120.00
Database Designer and Developer	**$133.00	**$153.00	$120.00
Sr. Software Integrity Engineer	**$118.00	**$135.00	$120.00
Software Integrity Engineer	**$94.00	**$118.00	$120.00

*Firms recommended for award of contract.
**Final negotiated hourly rate.

The RFQ&P selection committee recommends the award of contract to the above three firms to create a pool for SIS Managed Services for the following reasons:

- Proven company track record with extensive higher education and community college experience.
- Demonstrated best fit in understanding the District's needs and expectations.
- Ability to provide highly qualified consultants for current and future project.
- Broad pool of resources for District to select from on an as needed basis within short timeframes.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MASTER INFORMATION TECHNOLOGY CONSULTANT SERVICES AGREEMENT FOR WORK ORDERS

This Master Information Technology (IT) Consultant Services Agreement for Work Orders, hereinafter referred to as "Agreement", is made and entered into this 19th day of November in the year 2024 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and **Speridian Technologies, LLC** hereinafter referred to as "IT Consultant";

RECITALS

District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.

IT Consultant provides information technology consultant services to support information technology projects including, but not limited to, those services required by District as described in Request for Qualifications & Proposals (RFQ&P) No. 10438-2024 Student Information Systems (SIS) Managed Services.

District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.

IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1. **Services**. IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposals (RFQ&P) No. 10438-2024 incorporated herein and made a part hereof by reference only, and the proposal (Proposal) submitted by IT Consultant to District, dated October 21, 2024, incorporated herein and made a part hereof by reference only. The Agreement, Attachment A, and Attachment B shall collectively be defined as the "Services." However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to

perform the Services. IT Consultant warrants that all of IT Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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. IT Consultant's services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re- employed to perform any of the Services or to work on the Project.

1.3. **Key Individual Assignment**. The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume´ review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.

1.4. **Replacement of Key Individual**. Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume´ and/or interview.

1.5. **Relationship of IT Consultant to Other Project Participants**. IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.

1.6. **Project Schedule**. The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .

1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. IT Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. IT Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. IT Consultant 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 IT Consultant and IT Consultant's employees. IT Consultant should be aware that 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 IT Consultant or IT Consultant's employees or subconsultants. IT Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of IT Consultant 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 IT Consultant's employees or subconsultants.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The following contract documents are considered part of the final Agreement, in order of precedence:

1. The final executed Agreement between the Contractor and District.
2. All properly executed Work Orders, and any Exhibits thereto.
3. Request for Qualifications and Proposals ("RFQ&P") No. 10438-2024 Student Information Systems (SIS) Managed Services dated September 23, 2024, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A incorporated herein and made a part hereof by reference only.
4. IT Consultant's proposal dated October 21, 2024, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Exhibit B incorporated herein and made a part hereof by reference only.
5. Standards and Practices for dealing with defects and billing Exhibit C.

ARTICLE 3 SCOPE OF SERVICES

3.1. **Project Scope.**

1. Overview**:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.
2. Services To Be Provided by IT Consultant: Consultant resource services, including but not limited to: Engagement Manager/Senior Project Manager, User Experience and Systems Design Analyst, Solutions Architect/Principal Application Developer, Senior Application Developer, Application Developer, Senior Database Architect and Developer, Database Designer & Developer, Senior Software Integrity Engineer, Software Integrity Engineer.
3. IT Consultant's Resources: Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.
4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of

Administrative/Academic Systems and designated District IT Directors and District and College end users.

5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the District IT Directors. Methodology documentation should include the following sections where applicable:

   i. Methodology overview.
   ii. Scope and resource management.
   iii. Process for defining functional and technical specifications.
   iv. Functional (product backlog) and technical specification documentation.
   v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
   vi. Code review by District IT staff.
   vii. Unit testing of source code modifications.
   viii. Module and functionality specific business testing scenarios.
   ix. Formal user acceptance and sign-off.

6. Quality Assurance and Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

   i. Quality assurance and testing overview.
   ii. Module and functionality testing.
   iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.

7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post- release) and develop definitions of “mission critical” and “non-mission critical” bugs and timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.

8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District’s Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. “Software Deliverables” are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. “Software Modules” are defined as the functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to “Go-live Software release.” Software documentation must be delivered and accepted by the District prior to acceptance of software source code.

9. Security and Cloud Deliverables: Security and Cloud Deliverables shall be specified in writing by IT Consultant and approved in writing by the IT Director: Infrastructure and Security as needed. “Security and Cloud Deliverables” are defined as discrete tasks related to district security or cloud infrastructure projects.

10. Progress Reports:

i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the District.

ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.

iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

11. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, and appropriate District IT Directors. IT Consultant shall provide in writing the following minimum information at the progress meetings:

i. Complete and detailed account of the work completed (e.g., projects and project related tasks, modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.

ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.

iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.

iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.) or of project tasks completed.

v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of the District.

ARTICLE 4 TERMS OF SERVICE

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant.

4.2. **Term.** The term of this Agreement shall begin January 1, 2025 and shall end December 31, 2029 in accordance with the schedule. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the IT Consultant.

4.3. **Suspension Notice.** District may suspend this Agreement at any time without penalty by written

notice to IT Consultant of such suspension.

ARTICLE 5 COMPENSATION TO THE IT CONSULTANT

5.1 **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager/Senior Project Manager	$156.00
2	User Experience and Systems Design Analyst	$129.00
3	Solutions Architect/Principal Application Developer	$165.00
4	Senior Application Developer	$141.00
5	Application Developer	$118.00
6	Senior Database Architect and Developer	$156.00
7	Database Designer & Developer	$133.00
8	Senior Software Integrity Engineer	$118.00
9	Software Integrity Engineer	$94.00

5.2 **Compensation Only Upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or
3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.

5.3 **Price Inclusions**. The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order. At no time shall meals be considered a reimbursable expense.

5.4 **Bi-Monthly Billing Statements**. IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.

5.5 **Payment**. District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice. Invoices shall be on a form and in the format approved by the District.

5.6 **Invoices.** IT Consultant to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in Article 3. To ensure prompt and accurate payment, all invoices related to this agreement shall reference the following Agreement Number: DSIT-WOITMSA-10743-2024

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 IT Consultant'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 IT Consultant and has been properly executed by District, and IT Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

5.7 **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.

5.8 **Payment in Full**. This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.

5.9 **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant's employees 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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.

5.10 **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 IT Consultant shall remain liable to the District in accordance with applicable law for all damages to the District caused by IT Consultant's failure to perform any of the services furnished under this Agreement.

5.11 **Materials And Expenses**. IT Consultant shall furnish, at their 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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing Work for District.

5.12 **Transportation**. IT Consultant hereby acknowledges and understands that it is their responsibility to arrange for transportation to provide all services 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 IT Consultant's transportation for which the IT Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.

5.13 **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

5.14 **California State Tax Withholding for Nonresidents Of California**. It is mutually understood that if IT Consultant 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 FTB. 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 IT Consultant's California State Income Tax Account, settlement of which must be made by IT Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident IT Consultant and IT Consultant shall defend, indemnify, and hold harmless the District against any loss, expense, or liability arising out of IT Consultant's acts or omissions with respect to this nonresident requirement. IT Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

ARTICLE 6 IT CONSULTANT'S WORK PRODUCT

6.1 **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.

6.2 **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1. **HOLD HARMLESS AND INDEMNIFICATION.** To the fullest extent permitted by law, the IT Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or

injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to losses including, but not limited to allegations that the IT Consultant's and/or its subconsultant's Services, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party, exposure of confidential information to unauthorized parties by IT Consultant's and/or its subconsultant's Services, software, or documentation, or IT Consultant's and/or its subconsultant's introduction of any unauthorized material (including but not limited to viruses, Trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network, including any cloud, storage, or extension thereof, and any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of IT Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the IT Consultant's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, IT Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Additionally, IT Consultant shall defend, indemnify, and hold harmless the District, its Board, officers, agents, employees, representatives, and volunteers from any claims or losses arising out of the infringement or misappropriation of any individual's/entity's intellectual property. IT Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of IT Consultant's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

1. IT Consultant's and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
2. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
3. Either termination of this Agreement nor completion of the acts to be performed under this Agreement shall release IT Consultant or its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion

7.2. **INSURANCE**. The IT Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, IT Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing IT Consultant and subconsultant (if applicable) written notice.

1. A.M. Best Financial Rating. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.

2. Admitted Carrier(s). Policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.

3. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, IT Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars ($1,000,000) for Each Accident, One Million Dollars ($1,000,000) for Disease - Each Employee, and One Million Dollars ($1,000,000) for Disease - Policy Limit.

4. Commercial General Liability. Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.

5. Automobile Liability. Insurance with combined single limits of not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate to cover losses involving "Any Auto".

6. Technology Professional Liability aka Errors and Omissions. IT Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Technology Professional Liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) general aggregate to cover against liability claims/lawsuits related to the technology professional's Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.

7. Cyber Liability (1st and 3rd Party Coverage). IT Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Cyber Liability insurance with limits not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Such coverage shall protect against causes of loss including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property.

8. Additional Insured Endorsement. IT Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to their respective Commercial General Liability and Automobile Liability insurance policies.

9. Primary and Non-Contributory Endorsement. IT Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.

10. Waiver of Subrogation Endorsements. IT Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers to their

respective Commercial General Liability, Automobile Liability, and Workers' Compensation policies.

11. No Cancellation or Material Modification. IT Consultant and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
12. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon IT Consultant's execution of this Agreement. No Services shall commence by IT Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.

ARTICLE 8 TERMINATION

8.1. **Termination for Convenience**. District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT Consultant's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party**. This Agreement may be terminated without cause by the District upon not less than 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT Consultant not less than fifteen days prior to the suspension date. If the Project is suspended by the District for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT

Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the IT Consultant's services.

8.5. **Abandonment of Project**. If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.

8.6. **IT Consultant Compensation**. The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages**. In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT Consultant's failure to perform as provided in the Agreement.

8.8. **Effect of Termination**. If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, IT Consultant agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, IT Consultant agrees it will neither rescind this Agreement nor stop the progress of the work. The District and IT Consultant agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1. **District Provided Information**. The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

10.2. **District Representative**. The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Gerlie Jeltema, Director of Information Technology

Jeff Dorsz, Executive Director of Information Technology and Security

10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District

becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.

10.4. **Project Description**. The District shall furnish a description of the Project as required.

10.5. **Reliable Information**. The IT Consultant may rely on the information provided by District but only to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future providers. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District. Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.

1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, IT Consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended

12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

IT Consultant agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in Work covered by this Agreement or accruing out of the performance of such Work. Additionally, IT Consultant shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. IT Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving IT Consultant and any of its employees performing Work on District property pursuant to the terms of this Agreement, IT Consultant shall immediately notify the District. While the

confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Contractor shall ensure that its employees will at all times comply with the District's current COVID-19 Contractor Protocols.

Compliance with Economic Sanctions Imposed in Response to Russia's Invasion of Ukraine. IT Consultant shall comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal Executive Order 14065 and the sanctions identified on the U.S. Department of the Treasury website. IT Consultant shall comply with any sanctions imposed under state law, including with respect to, but not limited to, Executive Order N-6-22 from the State of California's Executive Department: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.

12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.

12.5. **Trademark/Logo Use**. IT Consultant 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 permission is granted, PIO will furnish IT Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on IT Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. IT Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District

12.6. **Originality of Services**. IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from any costs, expenses and damages resulting from any breach of this representation.

IT Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests 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. IT Consultant consents to use of IT Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12.7. **Rights To Data**. IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Agreement.

12.8. **Personal Information**. During the course of this Agreement, should IT Consultant come into

possession of any personal information that is considered sensitive, nonpublic personal data or contains personally identifiable information related to District's users, which include but are not limited to employees, students, and volunteers, IT Consultant shall immediately notify the District. IT Consultant shall not disclose this information to any third party under any circumstances.

12.9. **Confidentiality**. IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information, which is related to the District's research, development, trade secrets and business affairs; but does not include information, which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Agreement the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

12.10. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

12.11. **Background Check.** IT Consultant hereby certifies that IT Consultant has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. IT Consultant shall notify District in writing immediately if IT Consultant is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. IT Consultant further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. IT Consultant hereby consents to the background check to the fullest extent permitted by law. IT Consultant agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony IT Consultant has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

12.12. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, IT Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. IT Consultant certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent IT Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this Article is a misdemeanor punishable by imprisonment in a county jail

for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars ($1,000), or by both that imprisonment and fine, and a violation of this Article shall not constitute a continuing offense.

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

1. By executing this contractual instrument, IT Consultant 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).

2. By executing this contractual instrument, IT Consultant certifies to the best of its knowledge and belief that it and its principals:

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   ii. 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 IT Consultant's present responsibility;

   iii. 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;

   iv. 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:

   v. 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

   vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein

12.14. **Audit and Inspection of Records**. At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and

make them available upon request of the District for reproduction or inspection.

12.15. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

12.16. **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 IT Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

12.17. **Public Retirement System Retirees**. IT Consultant must disclose to District if IT Consultant 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 IT Consultant has retired from CalSTRS and hours worked limitations if IT Consultant has retired from CalPERS. If IT Consultant has retired from either CalSTRS or CalPERS, IT Consultant 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).

12.18. **Employment with Public Agency**. IT Consultant, if an employee of another public agency, agrees that IT 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.

12.19. **Representations And Warranties**. IT Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, IT Consultant acknowledges and agrees that the District, in deciding to engage IT Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of IT Consultant's engagement hereunder:

IT Consultant and its employees are qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, IT Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of

this Agreement.

IT Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. IT Consultant shall be liable for all violations of such laws and regulations in connection with the services as described herein.

12.20. **Use of Subconsultants**. The obligations of the IT Consultant pursuant to this Agreement shall not be assigned by the IT Consultant without the express written approval of the District. IT Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between IT Consultant and subconsultants. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for IT Consultant's use of a subconsultant is provided by the District, IT Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the services assigned to them. IT Consultant further represents that its subconsultant have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, IT Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.

12.21. **Assignment**. This Agreement is not assignable by IT Consultant, either in whole or in part, nor shall the IT Consultant further contract for the performance of any of its obligations hereunder, without the prior written consent of District.

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

12.23. **Force Majeure**. The IT Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the IT Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12.24. **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 IT Consultant and District hereunder.

12.25. **Non-Assignment**. The District and IT Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the IT Consultant pursuant to this Agreement shall not be assigned by the IT 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant

firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.

12.26. **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.

12.27. **Communications** between the parties shall be sent to the following addresses:

DISTRICT:	South Orange County Community College District Priya Jerome, Executive Director, Procurement, Central Services, and Risk Management 28000 Marguerite Parkway Mission Viejo, CA 92692 (949) 582-4850 / purchasing-dept@socccd.edu
CONSULTANT:	Speridian Technologies, LLC Brendan Neary, Vice President of Sales 2355 Main Street, Suite #240 Irvine, CA 92614 (949) 887-3991 / brendan.neary@speridian.com

12.28. **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.

12.29. **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 Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement

12.30. **Conflict Of Interest**. IT Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, IT Consultant 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 services under this Agreement; (ii) IT Consultant has no business or financial interests which are in conflict with IT Consultant's obligations to the District under this Agreement; and (iii) IT Consultant shall not employ in the performance of services under this Agreement any person or entity having any such interests

12.31. **Accessibility of Information and Communication Technology.** The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 US.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District 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 order or Agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

12.32. **Supersedes**. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied

12.33. **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 or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. 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. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

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

12.35. **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

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

District	IT Consultant
South Orange County Community College District	Speridian Technologies, LLC
_____	_____
Ann-Marie Gabel Vice Chancellor, Business Services	Rajiv Mahajan Senior Vice President
_____	_____
(Date)	(Date)

EXHIBIT A - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

1. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of "mission critical" and "non-mission critical" bugs and timelines required for IT Consultant to fix each. The major intents of EXHIBIT A are:

    i. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
        a. mission critical issues
        b. non-mission critical, but important issues
    ii. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
    iii. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

2. EXHIBIT A applies only when all of the following criteria are true:

    - Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
    - Defect in software identified by District was caused by an agent of IT Consultant.
    - Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a "mission critical defect".
    - Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
    - Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

3. Definitions and Examples

"Mission Critical Defect" shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

"Full Production Release" shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.
- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that "does not look the way I would prefer".
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.

- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MASTER INFORMATION TECHNOLOGY CONSULTANT SERVICES AGREEMENT FOR WORK ORDERS

This Agreement is made and entered into this 19th day of November in the year 2024 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and **Neudesic, LLC**, 200 Spectrum Center Dr., Suite 2000, Irvine, CA 92618, hereinafter referred to as "IT Consultant ";

RECITALS

District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.

IT Consultant provides independent technology programming development and maintenance services including, but not limited to, those services required by District as described in Request for Qualification & Proposal (RFQ&P) No. 10438-2024.

District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.

IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1. **Services**. IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposals (RFQ&P) No. 10438-2024 incorporated herein and made a part hereof by reference only, and the proposal (Proposal) submitted by IT Consultant to District, dated October 21, 2024, incorporated herein and made a part hereof by reference only. The Agreement, Attachment A, and Attachment B shall collectively be defined as the "Services." However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. IT Consultant warrants that all of IT Consultant's employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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. IT Consultant's services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

Except as set forth herein, IT Consultant provides no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. without limiting the generality of the foregoing: (a) IT Consultant does not represent or warrant that the deliverables will perform without interruption or error; and (b) IT Consultant does not represent or warrant that the deliverables will be secure from hacking or other unauthorized intrusion or that district data will remain private or secure.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re- employed to perform any of the Services or to work on the Project.

1.3. **Key Individual Assignment**. The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume´ review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.

1.4. **Replacement of Key Individual**. Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume´ and/or interview.

1.5. **Relationship of IT Consultant to Other Project Participants**. IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.

1.6. **Project Schedule**. The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .

1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College. IT Consultant understands

and agrees that IT Consultant and all their employees and subcontractors shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, 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. IT Consultant assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. IT Consultant 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.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The following contract documents are considered part of the final Agreement, in order of precedence:

1. The final executed Agreement between the Contractor and District.
2. All properly executed Work Orders, and any Exhibits thereto.
3. Request for Qualifications and Proposals ("RFQ&P") No. 10438-2024 Student Information Systems (SIS) Managed Services dated September 23, 2024, as originally released, with Proposal Forms, Appendices and any addenda thereto – Attachment A incorporated herein and made a part hereof by reference only.
4. IT Consultant's proposal dated October 21, 2024, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Attachment B incorporated herein and made a part hereof by reference only.
5. Standards and Practices for dealing with defects and billing Exhibit A.

ARTICLE 3 SCOPE OF SERVICES

3.1. **Project Scope.**

1. Overview**:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.

2. Services To Be Provided by IT Consultant: Consultant resource services, including but not limited to: Engagement Manager/Senior Project Manager, User Experience and Systems Design Analyst, Solutions Architect/Principal Application Developer, Senior Application Developer, Application Developer, Senior Database Architect and Developer, Database Designer & Developer, Senior Software Integrity Engineer, Software Integrity Engineer.

3. IT Consultant's Resources: Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.

4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated District IT staff and District and College

end users.

5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:

   i. Methodology overview.
   ii. Scope and resource management.
   iii. Process for defining functional and technical specifications.
   iv. Functional (product backlog) and technical specification documentation.
   v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
   vi. Code review by District IT staff.
   vii. Unit testing of source code modifications.
   viii. Module and functionality specific business testing scenarios.
   ix. Formal user acceptance and sign-off.

6. Quality Assurance and Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

   i. Quality assurance and testing overview.
   ii. Module and functionality testing.
   iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.

7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post- release) and develop definitions of “mission critical” and “non-mission critical” bugs and timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.

8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District’s Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. “Software Deliverables” are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. “Software Modules” are defined as the functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to “Go-live Software release.” Software documentation must be delivered and accepted by the District prior to acceptance of software source code.

9. Progress Reports:

   i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress

reports for the District.

ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.

iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

10. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, District Directors of Administrative/Academic Systems. IT Consultant shall provide in writing the following minimum information at the progress meetings:

i. Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.

ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.

iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.

iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.).

v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of the District.

ARTICLE 4 TERMS OF SERVICE

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant.

4.2. **Term.** The term of this Agreement shall begin January 1, 2025 and shall end December 31, 2029 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the IT Consultant.

4.3. **Suspension Notice.** District may suspend this Agreement at any time without penalty by written notice to IT Consultant of such suspension.

ARTICLE 5 COMPENSATION TO THE IT CONSULTANT

5.1 **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened

hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager/Senior Project Manager	$161.00
2	User Experience and Systems Design Analyst	$140.00
3	Solutions Architect/Principal Application Developer	$170.00
4	Senior Application Developer	$157.00
5	Application Developer	$121.00
6	Senior Database Architect and Developer	$157.00
7	Database Designer & Developer	$153.00
8	Senior Software Integrity Engineer	$135.00
9	Software Integrity Engineer	$118.00

5.2 **Compensation only upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or
3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.

5.3 **Price Inclusions**. The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order.. At no time shall meals be considered a reimbursable expense.

5.4 **Bi-Monthly Billing Statements**. IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.

5.5 **Payment**. District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice.

Invoices shall be on a form and in the format approved by the District.

5.6 **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.

5.7 **Payment in Full**. This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.

5.8 **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant's employees 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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.

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

5.10 **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

ARTICLE 6 IT CONSULTANT 'S WORK PRODUCT

6.1 **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.

6.2 **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.

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

6.4 **Originality.** IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the

copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.

6.5 **Rights in Data.** IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1. HOLD HARMLESS AND INDEMNIFICATION.

To the fullest extent permitted by law, IT Consultant shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against any and all actual or alleged third party claims, demands, liabilities, damages, losses, suits, actions, and expenses, including but not limited to attorney fees, arising out of any kind, nature or description, directly or indirectly arising out of, connected with, based upon, or resulting from any act or failure thereof, error, omission, negligence, or willful misconduct of IT Consultant, including without limitation, its employees, directors, officers, representatives, consultants, officials, agents, volunteers, executors, consultants, board of trustees, members of the board of trustees, subcontractors or any other party acting by, on behalf of, with the consent of, for, connected to IT Consultant in performance (or failure thereof) of this contract, such indemnification is including but not limited to:

1. Allegations that the processes, data, compositions, applications, technology, inventions, programs, code, materials, improvements, trade secrets, trademarks and service marks developed by IT Consultant independent of this Agreement ("IT Consultant IP") and included as part of the service, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party;
2. Negligence or misconduct of IT Consultant;
3. Exposure of confidential information to unauthorized parties by IT Consultant's service, software or documentation;
4. If the District is unable to use IT Consultant's service, software or documentation because of a claim that such use constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third-party intellectual property right, IT Consultant will, at its expense:
    i. Procure for the District the right to continue using such software or documentation; or
    ii. Replace or modify such item so that it becomes non-infringing. If neither option is available to IT Consultant through the use of commercially reasonable efforts consistent with good faith business judgments, the District will return such item to IT Consultant, and IT Consultant will refund all license and maintenance fees paid for such item. However, IT Consultant shall not be obligated to indemnify to the extent that it is final adjudication determines that the indemnified party is directly liable due to willful misconduct or sole negligence and for which that indemnified party is legally responsible. IT Consultant shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

IT Consultant shall not have any indemnification obligations under this Agreement to the extent that such indemnification obligations arise from the District's breach of this agreement, gross negligence, or willful misconduct.

IT Consultant's intentional introduction of any unauthorized material (including but not limited to viruses, trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network including but not limited to any cloud, storage, or extension thereof.

Any party entitled to indemnification under this provision shall give prompt written notice to IT Consultant of any matters giving rise to the indemnification obligations.

7.2. **INSURANCE REQUIREMENTS.**

IT Consultant shall maintain, at its sole expense, the following insurance:.

1. Workers' Compensation insurance where and to the extent required by law, and Employer's Liability insurance with a minimum each accident and disease limit of $5,000,000.
2. Commercial General Liability insurance covering product liability, premises liability, personal and advertising injury liability, third party property damage and bodily injury and contractual liability, in each case arising out of IT Consultant's negligence. This insurance shall have a minimum per occurrence limit of $5,000,000.
3. Auto Liability insurance covering IT Consultant owned, leased, hired and non-owned vehicles with a minimum policy limit of $5,000,000.
4. Professional Errors & Omissions insurance covering actual or alleged breach of duty, neglect, error, misstatement, misleading statements or omission, solely for acts or omissions committed by IT Consultant in providing professional services for the District with a minimum per claim limit of $5,000,000. The policy includes coverage for network security, unauthorized access, unauthorized use, receipt or transmission of a malicious code, denial of service attack, unauthorized disclosure or misappropriation of private information and privacy liability. It also includes notification costs, credit card monitoring, and fines & penalties incurred by the customer due to IT Consultant's mistake or error. Coverage includes network security and privacy liability.
5. Crime / Employee Fidelity insurance covering loss of money, securities and other tangible property belonging to the District resulting directly from a fraudulent or dishonest act by IT Consultant's employee, by any means including a computer, while performing IT Consultant's professional services for the District. The District shall be included as a loss payee under this policy. This insurance shall have a minimum per claim limit of $5,000,000.

Only with respect to liability arising out of this Agreement, IT Consultant's Commercial General Liability and Auto Liability policies shall be endorsed to include the District as an additional insured, with severability of interests, and shall be primary and non-contributory. IT Consultant's Commercial General Liability and Auto Liability policies shall provide waiver of subrogation in favor of the District.

The above insurance shall be maintained with insurance companies that have an AM Best rating of A- or better. Upon written request, IT Consultant will provide the District with a Certificate of Insurance evidencing the foregoing policies.

IT Consultant will continue the above insurance coverages for the term of this Agreement and two years after Agreement's expiration as long as such coverage remains commercially available in the market place. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. IT Consultant will provide the District with 30 days' prior written notice of cancelation.

The provisions of this insurance section are subject to the other rights and obligations of the parties in this Agreement.

7.3 **LIMIT OF LIABILITY**

The entire aggregate liability of consultant under this agreement, however caused, regardless of the form of action on any theory of liability, including strict liability, negligence, or any other tort, shall not exceed amounts recoverable under consultant's insurance policy, pursuant to the required limits of insurance stipulated herein.

ARTICLE 8 TERMINATION

8.1. **Termination for Convenience**. District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT Consultant's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party**. This Agreement may be terminated without cause by the District upon not less than 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT Consultant not less than fifteen days prior to the suspension date. If the Project is suspended by the District for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the IT Consultant's services.

8.5. **Abandonment of Project**. If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.

8.6. **IT Consultant Compensation**. The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages**. In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT

Consultant's failure to perform as provided in the Agreement.

8.8. **Effect of Termination**. If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, IT Consultant agrees to continue to diligently perform and provide services hereunder until completion of the work; provided, however, that if the dispute is with respect to payment, IT Consultant will not have no obligation to continue to perform services for any period beyond forty five (45) business days, during which time, the parties will work in good faith to resolve such dispute. The District and IT Consultant agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1. **District Provided Information and Data**. The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria. The District will only provide IT Consultant access to non-production. The District will not provide IT Consultant with any access to non-public personally identifiable information during the term of this Agreement. The District shall remain responsible for all data and information stored, processed, and accessed on its hardware, software, and networks, including ensuring that it maintains the proper technical, physical, and administrative safeguards in place in accordance with applicable law for anyone accessing or utilizing its hardware, networks, and systems.

10.2. **District Representative**. The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Gerlie Jeltema, Director of Information Technology

Jeff Dorsz, Executive Director of Information Technology and Security

10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.

10.4. **Project Description**. The District shall furnish a description of the Project as required.

10.5. **Reliable Information**. The IT Consultant may rely on the information provided by District but only

to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future SIS Managed Services Provider. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District. Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.

1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.

12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.

12.5. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

12.6. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement.

Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

12.7. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars ($1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.

12.8. **Audit and Inspection of Records**. At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

12.9. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with

the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

12.10. **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 IT Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

12.11. **Employment with Public Agency**. IT Consultant, if an employee of another public agency, agrees that IT 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.

12.12. **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.

12.13. **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 IT Consultant and District hereunder.

12.14. **Non-Assignment**. The District and IT Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the IT Consultant pursuant to this Agreement shall not be assigned without the consent of the District, except that no consent is required if IT Consultant assigns to International Business Machines Corporation ("IBM") or an IBM Company. Assignment of IT Consultant's rights to receive payments or assignment by IT Consultant in conjunction with the sale of the portion of IT Consultant's business that includes the Service is not restricted. 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.

12.15. **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.

12.16. **Communications** between the parties shall be sent to the following addresses:

DISTRICT: South Orange County Community College District
Priya Jerome, Executive Director, Procurement,
Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Neudesic, LLC
General Counsel
200 Spectrum Center Drive, Suite 2000
Irvine, CA 92614

12.17. **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.

12.18. **Accessibility of Information and Communication Technology.** The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 US.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District 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 order or agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

12.19. **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 or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits , the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

12.20. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.

12.21. **Binding Agreement**. The District and IT 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

District	IT Consultant
South Orange County Community College District	Neudesic, LLC
_____	_____
Ann-Marie Gabel Vice Chancellor, Business Services	Brett Fisher Chief Executive Officer
_____	_____
(Date)	(Date)

EXHIBIT A - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

1. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of "mission critical" and "non-mission critical" bugs and timelines required for IT Consultant to fix each.

   The major intents of EXHIBIT A are:

   I. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
      a. mission critical issues
      b. non-mission critical, but important issues
   II. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
   III. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

2. EXHIBIT A applies only when all of the following criteria are true:

   - Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
   - Defect in software identified by District was caused by an agent of IT Consultant.
   - Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a "mission critical defect".
   - Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
   - Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

3. Definitions and Examples

"Mission Critical Defect" shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

"Full Production Release" shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.

- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that “does not look the way I would prefer”.
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by Consultant in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MASTER INFORMATION TECHNOLOGY CONSULTANT SERVICES AGREEMENT FOR WORK ORDERS

This Master Information Technology (IT) Consultant Services Agreement for Work Orders, hereinafter referred to as "Agreement", is made and entered into this 19th day of November in the year 2024 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and **Management Applications, Inc.,** hereinafter referred to as "IT Consultant";

RECITALS

District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.

IT Consultant provides information technology consultant services to support information technology projects including, but not limited to, those services required by District as described in Request for Qualifications & Proposals (RFQ&P) No. 10438-2024 Student Information Systems (SIS) Managed Services.

District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.

IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1. **Services**. IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposals (RFQ&P) No. 10438-2024 incorporated herein and made a part hereof by reference only, and the proposal (Proposal) submitted by IT Consultant to District, dated October 21, 2024, incorporated herein and made a part hereof by reference only. The Agreement, Attachment A, and Attachment B shall collectively be defined as the "Services." However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment..

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to

perform the Services. IT Consultant warrants that all of IT Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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. IT Consultant's services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re- employed to perform any of the Services or to work on the Project.

1.3. **Key Individual Assignment**. The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume´ review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.

1.4. **Replacement of Key Individual**. Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume´ and/or interview.

1.5. **Relationship of IT Consultant to Other Project Participants**. IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.

1.6. **Project Schedule**. The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .

1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. IT Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. IT Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. IT Consultant 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 IT Consultant and IT Consultant's employees. IT Consultant should be aware that 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 IT Consultant or IT Consultant's employees or subconsultants. IT Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of IT Consultant 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 IT Consultant's employees or subconsultants.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The following contract documents are considered part of the final Agreement, in order of precedence:

1. The final executed Agreement between the Contractor and District.
2. All properly executed Work Orders, and any Exhibits thereto.
3. Request for Qualifications and Proposals ("RFQ&P") No. 10438-2024 Student Information Systems (SIS) Managed Services dated September 23, 2024, as originally released, with Proposal Forms, Appendices and any addenda thereto – Attachment A incorporated herein and made a part hereof by reference only.
4. IT Consultant's proposal dated October 21, 2024, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Attachment B incorporated herein and made a part hereof by reference only.
5. Standards and Practices for dealing with defects and billing Exhibit.

ARTICLE 3 SCOPE OF SERVICES

3.1. **Project Scope.**

1. Overview**:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.
2. Services To Be Provided by IT Consultant: Consultant resource services, including but not limited to: Engagement Manager/Senior Project Manager, User Experience and Systems Design Analyst, Solutions Architect/Principal Application Developer, Senior Application Developer, Application Developer, Senior Database Architect and Developer, Database Designer & Developer, Senior Software Integrity Engineer, Software Integrity Engineer.
3. IT Consultant's Resources: Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.
4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation

is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated District IT Directors and District and College end users.

5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the District IT Directors. Methodology documentation should include the following sections where applicable:

   i. Methodology overview.
   ii. Scope and resource management.
   iii. Process for defining functional and technical specifications.
   iv. Functional (product backlog) and technical specification documentation.
   v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
   vi. Code review by District IT staff.
   vii. Unit testing of source code modifications.
   viii. Module and functionality specific business testing scenarios.
   ix. Formal user acceptance and sign-off.

6. Quality Assurance And Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:

   i. Quality assurance and testing overview.
   ii. Module and functionality testing.
   iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.

7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post- release) and develop definitions of “mission critical” and “non-mission critical” bugs and timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.

8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District’s Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. “Software Deliverables” are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. “Software Modules” are defined as the functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to “Go-live Software release.” Software documentation must be delivered and accepted by the District prior to acceptance of software source code.

9. Security and Cloud Deliverables: Security and Cloud Deliverables shall be specified in writing by IT Consultant and approved in writing by the IT Director: Infrastructure and Security as needed. “Security and Cloud Deliverables” are defined as discrete tasks related to district security or cloud infrastructure projects.

10. Progress Reports:

    i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the District.

    ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.

    iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

11. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, and appropriate District IT Directors. IT Consultant shall provide in writing the following minimum information at the progress meetings:

    i. Complete and detailed account of the work completed (e.g., projects and project related tasks, modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.

    ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.

    iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.

    iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.) or of project tasks completed.

    v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

    Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of the District.

ARTICLE 4 TERMS OF SERVICE

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant .

4.2. **Term.** The term of this Agreement shall begin January 1, 2025 and shall end December 31, 2029 in accordance with the schedule. The time for completing the Services set forth in a Work Order

shall be established in each individual Work Order issued to the IT Consultant.

4.3. **Suspension Notice**. District may suspend this Agreement at any time without penalty by written notice to IT Consultant of such suspension.

ARTICLE 5 COMPENSATION TO THE IT CONSULTANT

5.1 **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager/Senior Project Manager	$120.00
2	User Experience and Systems Design Analyst	$120.00
3	Solutions Architect/Principal Application Developer	$120.00
4	Senior Application Developer	$120.00
5	Application Developer	$120.00
6	Senior Database Architect and Developer	$120.00
7	Database Designer & Developer	$120.00
8	Senior Software Integrity Engineer	$120.00
9	Software Integrity Engineer	$120.00

5.2 **Compensation Only Upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or
3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.

5.3 **Price Inclusions**. The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order. At no time shall meals be considered a reimbursable expense.

5.4 **Bi-Monthly Billing Statements**. IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.

5.5 **Payment**. District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice. Invoices shall be on a form and in the format approved by the District.

5.6 **Invoices.** IT Consultant to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in Article 3. To ensure prompt and accurate payment, all invoices related to this agreement shall reference the following Agreement Number: DSIT-WOITMSA-10741-2024

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 IT Consultant'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 IT Consultant and has been properly executed by District, and IT Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

5.7 **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.

5.8 **Payment in Full**. This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.

5.9 **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant's employees 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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.

5.10 **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 IT Consultant shall remain liable to the District in accordance with applicable law for all damages to the District caused by IT Consultant's failure to perform any of the services furnished under this Agreement.

5.11 **Materials And Expenses**. IT Consultant shall furnish, at their 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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing Work for District.

5.12 **Transportation**. IT Consultant hereby acknowledges and understands that it is their responsibility to arrange for transportation to provide all services 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 IT Consultant's transportation for which the IT Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.

5.13 **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

5.14 **California State Tax Withholding for Nonresidents Of California**. It is mutually understood that if IT Consultant 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 FTB. 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 IT Consultant's California State Income Tax Account, settlement of which must be made by IT Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident IT Consultant and IT Consultant shall defend, indemnify, and hold harmless the District against any loss, expense, or liability arising out of IT Consultant's acts or omissions with respect to this nonresident requirement. IT Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

ARTICLE 6 IT CONSULTANT'S WORK PRODUCT

6.1 **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.

6.2 **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1. **HOLD HARMLESS AND INDEMNIFICATION.** To the fullest extent permitted by law, the IT Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or

injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to losses including, but not limited to allegations that the IT Consultant's and/or its subconsultant's Services, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party, exposure of confidential information to unauthorized parties by IT Consultant's and/or its subconsultant's Services, software, or documentation, or IT Consultant's and/or its subconsultant's introduction of any unauthorized material (including but not limited to viruses, Trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network, including any cloud, storage, or extension thereof, and any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of IT Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the IT Consultant's Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, IT Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Additionally, IT Consultant shall defend, indemnify, and hold harmless the District, its Board, officers, agents, employees, representatives, and volunteers from any claims or losses arising out of the infringement or misappropriation of any individual's/entity's intellectual property. IT Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of IT Consultant's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

1. IT Consultant's and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
2. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
3. Either termination of this Agreement nor completion of the acts to be performed under this Agreement shall release IT Consultant or its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion

7.2. **INSURANCE**. The IT Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, IT Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing IT Consultant and subconsultant (if applicable) written notice.

1. A.M. Best Financial Rating. Policies of insurance required herein shall be issued by insurers

with an A.M. Best financial rating of A:VII or better.

2. Admitted Carrier(s). Policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.

3. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, IT Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars ($1,000,000) for Each Accident, One Million Dollars ($1,000,000) for Disease - Each Employee, and One Million Dollars ($1,000,000) for Disease - Policy Limit.

4. Commercial General Liability. Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.

5. Automobile Liability. Insurance with combined single limits of not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate to cover losses involving "Any Auto".

6. Technology Professional Liability aka Errors and Omissions. IT Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Technology Professional Liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) general aggregate to cover against liability claims/lawsuits related to the technology professional's Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.

7. Cyber Liability (1st and 3rd Party Coverage). IT Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Cyber Liability insurance with limits not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Such coverage shall protect against causes of loss including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property.

8. Additional Insured Endorsement. IT Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to their respective Commercial General Liability and Automobile Liability insurance policies.

9. Primary and Non-Contributory Endorsement. IT Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.

10. Waiver of Subrogation Endorsements. IT Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers to their respective Commercial General Liability, Automobile Liability, and Workers' Compensation

policies.

11. No Cancellation or Material Modification. IT Consultant and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.

12. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon IT Consultant's execution of this Agreement. No Services shall commence by IT Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.

ARTICLE 8 TERMINATION

8.1. **Termination for Convenience**. District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT Consultant's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party**. This Agreement may be terminated without cause by the District upon not less than 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT Consultant not less than fifteen days prior to the suspension date. If the Project is suspended by the District for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the

interruption and resumption of the IT Consultant's services.

8.5. **Abandonment of Project**. If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.

8.6. **IT Consultant Compensation**. The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages**. In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT Consultant's failure to perform as provided in the Agreement.

8.8. **Effect of Termination**. If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, IT Consultant agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, IT Consultant agrees it will neither rescind this Agreement nor stop the progress of the work. The District and IT Consultant agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements**. All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1. **District Provided Information**. The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

10.2. **District Representative**. The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Gerlie Jeltema, Director of Information Technology

Jeff Dorsz, Executive Director of Information Technology and Security

10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of his/her

responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.

10.4. **Project Description**. The District shall furnish a description of the Project as required.

10.5. **Reliable Information**. The IT Consultant may rely on the information provided by District but only to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future providers. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District. Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.

1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, workspace, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, IT Consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended

12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

IT Consultant agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in Work covered by this Agreement or accruing out of the performance of such Work. Additionally, IT Consultant shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. IT Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving IT Consultant and any of its employees performing Work on District property pursuant to the terms of this Agreement, IT Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the

District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Contractor shall ensure that its employees will at all times comply with the District's current COVID-19 Contractor Protocols.

Compliance with Economic Sanctions Imposed in Response to Russia's Invasion of Ukraine. IT Consultant shall comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal Executive Order 14065 and the sanctions identified on the U.S. Department of the Treasury website. IT Consultant shall comply with any sanctions imposed under state law, including with respect to, but not limited to, Executive Order N-6-22 from the State of California's Executive Department: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf

12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.

12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.

12.5. **Trademark/Logo Use**. IT Consultant 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 permission is granted, PIO will furnish IT Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on IT Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. IT Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District

12.6. **Originality of Services**. IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from any costs, expenses and damages resulting from any breach of this representation.

IT Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests 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. IT Consultant consents to use of IT Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12.7. **Rights To Data**. IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Agreement.

12.8. **Personal Information**. During the course of this Agreement, should IT Consultant come into possession of any personal information that is considered sensitive, nonpublic personal data or

contains personally identifiable information related to District's users, which include but are not limited to employees, students, and volunteers, IT Consultant shall immediately notify the District. IT Consultant shall not disclose this information to any third party under any circumstances.

12.9. **Confidentiality**. IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information, which is related to the District's research, development, trade secrets and business affairs; but does not include information, which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Agreement the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

12.10. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

12.11. **Background Check.** IT Consultant hereby certifies that IT Consultant has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. IT Consultant shall notify District in writing immediately if IT Consultant is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. IT Consultant further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. IT Consultant hereby consents to the background check to the fullest extent permitted by law. IT Consultant agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony IT Consultant has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

12.12. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, IT Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. IT Consultant certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent IT Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this Article is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars ($1,000), or by both

that imprisonment and fine, and a violation of this Article shall not constitute a continuing offense.

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

1. By executing this contractual instrument, IT Consultant 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).

2. By executing this contractual instrument, IT Consultant certifies to the best of its knowledge and belief that it and its principals:

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   ii. 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 IT Consultant's present responsibility;

   iii. 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;

   iv. 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:

   v. 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

   vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein

12.14. **Audit and Inspection of Records**. At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

12.15. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall

not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

12.16. **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 IT Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

12.17. **Public Retirement System Retirees**. IT Consultant must disclose to District if IT Consultant 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 IT Consultant has retired from CalSTRS and hours worked limitations if IT Consultant has retired from CalPERS. If IT Consultant has retired from either CalSTRS or CalPERS, IT Consultant 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).

12.18. **Employment with Public Agency**. IT Consultant, if an employee of another public agency, agrees that IT 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.

12.19. **Representations And Warranties**. IT Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, IT Consultant acknowledges and agrees that the District, in deciding to engage IT Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of IT Consultant's engagement hereunder:

IT Consultant and its employees are qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, IT Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

IT Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws,

rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. IT Consultant shall be liable for all violations of such laws and regulations in connection with the services as described herein.

12.20. **Use of Subconsultants**. The obligations of the IT Consultant pursuant to this Agreement shall not be assigned by the IT Consultant without the express written approval of the District. IT Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between IT Consultant and subconsultants. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for IT Consultant's use of a subconsultant is provided by the District, IT Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the services assigned to them. IT Consultant further represents that its subconsultant have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, IT Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.

12.21. **Assignment**. This Agreement is not assignable by IT Consultant, either in whole or in part, nor shall the IT Consultant further contract for the performance of any of its obligations hereunder, without the prior written consent of District.

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

12.23. **Force Majeure**. The IT Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the IT Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12.24. **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 IT Consultant and District hereunder.

12.25. **Non-Assignment**. The District and IT Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the IT Consultant pursuant to this Agreement shall not be assigned by the IT 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.

12.26. **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.

12.27. **Communications** between the parties shall be sent to the following addresses:

DISTRICT: South Orange County Community College District
Priya Jerome, Executive Director, Procurement,
Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Management Applications, Inc.
Jay Bushman, President and CEO
16886 Bold Venture Drive
Leesburg, VA 20176
(703) 626-5252 / jbushman@managementapps.com

12.28. **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.

12.29. **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 Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement

12.30. **Conflict Of Interest**. IT Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, IT Consultant 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 services under this Agreement; (ii) IT Consultant has no business or financial interests which are in conflict with IT Consultant's obligations to the District under this Agreement; and (iii) IT Consultant shall not employ in the performance of services under this Agreement any person or entity having any such interests

12.31. **Accessibility of Information and Communication Technology.** The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 US.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District 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 order or Agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

12.32. **Supersedes**. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied

12.33. **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 or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. 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. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

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

12.35. **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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

District	IT Consultant
South Orange County Community College District	Management Applications, Inc.
_____	_____
Ann-Marie Gabel Vice Chancellor, Business Services	Jay Bushman President and CEO
_____	_____
(Date)	(Date)

EXHIBIT A - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

1. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of "mission critical" and "non-mission critical" bugs and timelines required for IT Consultant to fix each. The major intents of EXHIBIT A are:

    i. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
        a. mission critical issues
        b. non-mission critical, but important issues
    ii. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
    iii. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

2. EXHIBIT A applies only when all of the following criteria are true:

    - Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
    - Defect in software identified by District was caused by an agent of IT Consultant.
    - Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a "mission critical defect".
    - Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
    - Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

3. Definitions and Examples

"Mission Critical Defect" shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

"Full Production Release" shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.
- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that "does not look the way I would prefer".
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.

- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by Consultant in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

10. BUSINESS SERVICES

Subject	**10.6 SOCCCD: Memorandum of Understanding, California Community Colleges Chancellor's Office Digital Center for Innovation, Transformation, and Equity Founding Partner**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approves the Memorandum of Understanding (MOU) with the California Community College Chancellor's Office and authorizes the Vice Chancellor of Business Services, or designee, to execute the MOU.

BACKGROUND

On July 22, 2024, the California Community Colleges Board of Governors adopted Resolution No. 2024-17 for the California Community Colleges Chancellor's Office to establish the Digital Center for Innovation, Transformation, and Equity Center (Digital Center) in partnership with one or more community college districts, for the benefit of students, faculty, staff, and administrators of the California community colleges (CCC). The Digital Center will act as a vehicle to rigorously evaluate technologies to improve student learning and education outcomes, reduce equity gaps, and to coordinate technology across the CCC in alignment with the California Community Colleges Chancellor's Office (Chancellor's Office) Vision 2030 collaborative action plan. The Chancellor's Office has established Foothill-De Anza Community College District (FHDA) to be the Principal Partner and fiscal agent of the Digital Center.

STATUS

The Chancellor's Office has invited the District to join the Digital Center as a Founding Partner in recognition of our record for supporting and advancing innovation, transformation, and equity in technology. As a Founding Partner, the District will participate in the development and operation of the Digital Center to assist with alignment efforts, resources, and expertise, with the goal to enhance educational practices, fostering student access and success, and addressing equity challenges across the CCC system. The Memorandum of Understanding (MOU) (EXHIBIT A) from the Chancellor's Office sets forth the commitments and contributions to establish the District as a Founding Partner of the Digital Center. The term of the MOU is from the date it is fully executed through three years.

Pursuant to this MOU, subsequent agreements will need to be entered into with either or both the Chancellor's Office and FHDA to formalize the District's financial and/or in-kind contributions and commitments related to additional resources which may include co-hosting events, networking, joint fundraising, etc. The Digital Center Operational Agreement, along with all other subsequent agreements between the parties will be brought forward to the Board of Trustees for approval prior to execution.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the Memorandum of Understanding (MOU) with the California Community Colleges Chancellor’s Office and authorizes the Vice Chancellor of Business Services, or designee, to execute the MOU.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXH A CCCCO Digital Center Founding Partner MOU.pdf (892 KB)

FOUNDING PARTNER MEMORANDUM OF UNDERSTANDING

(Digital Center for Innovation, Transformation and Equity)

This Memorandum of Understanding ("MOU") is by and between the California Community Colleges Chancellor's Office ("Chancellor's Office") and South Orange County Community College District ("Founding Partner"), individually as "Party" and collectively as the "Parties," to support the Digital Center for Innovation, Transformation and Equity ("Digital Center").

WHEREAS the Chancellor's Office, a state government agency and a Principal Partner of the Digital Center, leads the California Community College system of 116 colleges reaching over two million students and employing over 56,000 full and part time faculty annually;

WHEREAS the Chancellor's Office has developed Vision 2030, a collaborative action plan that provides focus, equity, and direction to California's community colleges in the specific areas of access, support, and success;

WHEREAS California's community colleges are an economic engine in workforce development and train the next generation of California workers;

WHEREAS Artificial Intelligence, including Generative AI (GenAI), and other advanced technologies have the potential to catalyze innovation and the rapid development of a wide range of benefits to all Californians and the California economy, such as advances in economic development, workforce enablement, statewide innovation, and to push the bounds of human creativity and capacity;

WHEREAS the California Community Colleges Board of Governors ("Board of Governors") approved Resolution No. 2024-17 encouraging the Chancellor's Office to establish the Digital Center in partnership with one or more community college districts, for the benefit of students, faculty, staff, and administrators of the California community colleges and Californians more generally;

WHEREAS the Board of Governors views the Digital Center as a vehicle to rigorously evaluate technologies to improve student learning and education outcomes and reduce equity gaps, and to coordinate technology across the California community colleges in alignment with Vision 2030;

WHEREAS the Chancellor invited Foothill-De Anza Community College District ("FHDA") to join the Chancellor's Office as a Principal Partner of the Digital Center and to act as the Digital Center's fiscal agent;

WHEREAS the Digital Center will be governed by an Operating Agreement between the Principal Partners;

WHEREAS the Founding Partner has an established record of supporting and advancing innovation, transformation, and equity in technology; and

WHEREAS the Chancellor's Office invites the Founding Partner to participate in the development and operation of the Digital Center to assist with alignment of efforts, resources, and expertise towards the common goals of the Digital Center;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- **Commitment to Shared Goals:** The Parties commit to working together to achieve the objectives of the Digital Center and translate Vision 2030 into action by enhancing educational practices, fostering student access and success, and addressing equity challenges within the California community colleges.
- **Contributions of the Founding Partner:** The Founding Parter will contribute district resources and promote the Digital Center to other community college districts, partners, donors, and the wider California community under the direction of the Principal Partners and consistent with the Principal Partners' Operating Agreement for the Digital Center. The Founding Partner will be required to enter into subsequent agreements with the Chancellor's Office and/or FHDA and others to formalize their contributions to the Digital Center. Founding Partner contributions may include, for example:
    - Contributing financial and/or in-kind district resources based on the needs of the Digital Center and as determined by the Principal Partners. Financial contributions will include a minimum annual payment at the start of each calendar year with the remaining value per year to be through funds and/or in-kind contributions. In-kind contributions include staff time dedicated to projects, facilities for meetings, and existing technology resources.
    - Assisting the Principal Partners in developing additional resources to support and promote the Digital Center across the community colleges system. Development of additional resources may include networking, co-hosting events in the Founding Partner district, and joint fundraising with industry or philanthropic partners.
    - Participating in Digital Center activities, including attending meetings, brainstorming, providing timely evaluations, testing and feedback, and sharing best practices and lessons learned.
- **Benefits to Founding Partner:** The Founding Partner will be recognized in Digital Center publications, marketing materials, and at events, underscoring its commitment to student success, innovation, transformation and equity. The Founding Partner will have an opportunity to provide valuable insights to the Principal Partners on research and activities across the Digital Center, including but not limited to:
    - Participating in pilot programs and/or testing and evaluating Digital Center initiatives, as appropriate, that will directly contribute to shaping innovative educational solutions, providing feedback to industry partners, and refining processes that could create operational efficiencies for the entire community college system.
    - Sharing insights and perspectives on equitable implications of Digital Center initiatives and how they may impact access, support and success for underrepresented students and less-resourced community college districts.

- Assisting with the development of training and professional development resources by the Digital Center to ensure that those offerings will enhance professional skills and knowledge for the broader community college population.

- **Collaboration and Communication:** The Parties agree to maintain open and ongoing communication throughout the term of this MOU to facilitate effective collaboration and to promptly address any issues that may arise.
- **Evaluation and Reporting:** The Parties agree to participate in a framework for evaluating the effectiveness of their collaboration, including the sharing of progress reports and outcomes, to support effectiveness, transparency, accountability and continuous improvement.
- **Publicity, Marketing, Branding and External Communications:** The Chancellor's Office is the primary point for publicity, marketing, and external communications for the Digital Center. The Founding Partner will coordinate in advance any proposed public statements regarding the Digital Center and related initiatives with the Chancellor's Office and FHDA. Each Party releasing a public statement will give good-faith consideration to any feedback provided by the other Party.
- **Governing Law:** The rights and obligations of the Parties and the interpretation and performance of this MOU shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.
- **Compliance with Applicable Laws:** The Parties agree to comply with all applicable laws. Activities undertaken in connection with this MOU will be subject to, and will be undertaken in a manner consistent with, all otherwise applicable laws.
- **Independence:** This MOU does not create a joint venture, partnership, agency or other form of business association between the Parties. No Party has the power to bind another Party or incur any obligation or expense on its behalf.
- **Interpretation and Application:** Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Parties, which will endeavor in good faith to timely resolve such differences. If there is a conflict between the terms of this MOU and the Principal Partners' Operating Agreement, the Operating Agreement will take precedence.
- **Entire Agreement and Severability:** This MOU constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this MOU and supersedes any previous or contemporaneous written or oral representations, statements, negotiations, or contracts, if any.
- **Term:** This MOU is effective from the last date of its signature ("Effective Date") by the Parties for three years, unless extended or terminated in writing earlier by a Party.
- **Amendments:** This MOU may only be amended in a writing signed by authorized representatives of the Parties.

- **Counterparts and Electronic Signature:** The Parties may execute this MOU in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Each Party agrees that this MOU may be electronically signed, and that any electronic signatures appearing on this MOU are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

[SIGNATURE PAGE FOLLOWS]

The Parties, by signature of their authorized representatives, have executed this MOU as of the date signed below. A copy of this MOU will be provided to the Parties for their records and reference.

California Community Colleges Chancellor's Office

1102 Q St, Sacramento
Sacramento, CA 95811

By: _____

Name: _____

Title: _____

Date: _____

South Orange County Community College District

28000 Marguerite Parkway
Mission Viejo, CA 92692

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

11. HUMAN RESOURCES

Subject	**11.1 SOCCCD: Academic Employees and Management Personnel Actions/Ratifications - Regular Items**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees ratify the academic employees and management personnel actions as shown in Exhibits A and B, Attachments 1 through 22.

BACKGROUND

In accordance with Board Policies 2430 and 7110, the Board of Trustees must ratify all SOCCCD employee actions.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and management personnel actions as shown in Exhibits A and B, Attachments 1 through 22.

Item Submitted by: *Dr. Cindy Vyskocil, Vice Chancellor, Human Resources*

File Attachments
HR - Academic Agenda - Exhibit A - 11.18.24.pdf (1,308 KB)
HR - Academic Agenda - Exhibit B - 11.18.24.pdf (20,594 KB)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEES AND MANAGEMENT PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 7110)

Applicant	Highest Degree	Assignment	Approx. Salary Placement	Start Date
Best, Thomas	MA/English	English – SC	2	10/17/2024
Ceballos, Edward	MA/Professional Creative Writing	English – IVC	2	10/15/2024
De Petris, Adam	MFA/English	English – IVC	5	10/16/2024
Dewsnap, Marina	Equivalency	Kinesiology – IVC	3	09/18/2024
Gajaweera, Nalika	Equivalency	Ethnic Studies – SC	5	10/15/2024
Gebers, Teresa	MA/English	English – SC	2	10/24/2024
Hayden, Richard	MS/Health Science	Health & Wellness – SC	2	01/13/2025
Hernandez, Gustavo	Equivalency	English – IVC	1	10/22/2024
Karayianis, Katherine	Equivalency	Psychology – SC	5	10/15/2024
Khan, Rabia	MS/Counseling	EOPS – SC	2	10/16/2024
Lemas, Matthew	MA/English	English – SC	3	10/17/2024
Olmos, Daniel	Equivalnecy	Ethnic Studies – SC	5	10/11/2024
Sersea, Ioan	MA/English	Adult ESL – SC	5	10/24/2024
Silva, Rozlind	MS/Counseling	EOPS Counselor – SC	2	10/15/2024
Steyn, Melissa	Equivalency	Nursing – SC	1	10/15/2024
Vargas, Ramon	MFA/Painting	Art - SC	2	10/31/2024
Vital Brulte, Kirsten	MA/Education	Adult ESL – SC	5	10/22/2024
Walls, Melissa	PhD/Physical Therapy	Emeritus Institute – SC	5	10/17/2024
Wong, Karis	Equivalency	Biological Sciences – IVC	5	10/14/2024

B. ADMINISTRATOR CONTRACT EXTENSIONS

1. The following South Orange County Community College District Administrator(s) are to receive the specified contract extension, effective July 1, 2025. (Exhibit B, Attachments 1 through 22)

Administrator	Assignment	Salary Placement	Contract Term/Yr.
Alvarado, Christian	Dean, Enrollment Services	Range 22, Step 8	07/01/2025 - 06/30/2027
d'Arcy, Kim	Dean, Instructional Support and Teaching Innovations	Range 22, Step 6	07/01/2025 - 06/30/2027
Dela Cruz, Angelito	Director, Health and Wellness Center	Range 18, Step 3	07/01/2025 - 06/30/2027

B. ADMINISTRATOR CONTRACT EXTENSIONS - Continued

1. The following South Orange County Community College District Administrator(s) are to receive the specified contract extension, effective July 1, 2025. (Exhibit B, Attachments 1 through 22)

Administrator	Assignment	Salary Placement	Contract Term/Yr.
Fahimi, Traci	Dean, Social and Behavioral Sciences and Business Sciences	Range 22, Step 8	07/01/2025 - 06/30/2027
Farthing, Scott	Dean, Arts, Media, Performance and Design	Range 22, Step 7	07/01/2025 - 06/30/2027
Feldhus, Karima	Executive Dean, Extended Learning, Categorical	Range 23, Step 8	07/01/2025 - 06/30/2027
Hinkle, Christina	Executive Dean, Humanities and Social Sciences	Range 23, Step 8	07/01/2025 - 06/30/2027
Irwin, Kari	Assistant Dean, Career and Technical Education	Range 20, Step 8	07/01/2025 - 06/30/2027
Kaven, Jessica	Assistant Dean, Humanities and Social Sciences	Range 20, Step 7	07/01/2025 - 06/30/2027
Khachatryan, Davit	Vice President, College Administrative Services	Range 25, Step 8	07/01/2025 - 06/30/2028
LaBounty, Jennifer	Vice President, Student Services	Range 25, Step 7	07/01/2025 - 06/30/2028
Loewen, Sherrie	Dean, Health and Wellness	Range 22, Step 8	07/01/2025 - 06/30/2027
McCann, Elizabeth	Executive Director, College Foundation	Range 22, Step 8	07/01/2025 - 06/30/2027
McConkey, Jennifer	Director, Learning Assistance	Range 17, Step 4	07/01/2025 - 06/30/2027
McDonald, Christopher	Vice Chancellor, Educational and Technology Services	Range 27, Step 8	07/01/2025 - 06/30/2028
Oransky, Elissa	Executive Director, College Foundation	Range 22, Step 8	07/01/2025 - 06/30/2027
Prado, Rosa	Director, Extended Opportunity Programs and Services	Range 17, Step 8	07/01/2025 - 06/30/2027
Shackleford, Keith	Dean, Health Sciences, Kinesiology and Athletics	Range 22, Step 8	07/01/2025 - 06/30/2027
Vanschoelandt, Debra	Dean, Career and Continuing Education and Integrated Design, Engineering and Automation	Range 22, Step 8	07/01/2025 - 06/30/2027
Vega, Gregory	Dean, Enrollment Services	Range 22, Step 5	07/01/2025 - 06/30/2027
Vo-Kumamoto, Tram	Vice President, Instruction	Range 25, Step 8	07/01/2025 - 06/30/2028
Zhao, Lianna	Dean, Math, Science and Engineering	Range 22, Step 8	07/01/2025 - 06/30/2027

C. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Aguinaldo, Erick	Covid Training	$31.13	08/02/23-08/02/23
Aguinaldo, Erick	Security Training	$31.13	11/26/23-11/26/23
Alattar, Nujoud	Security Training	$31.13	11/03/23-11/03/23
Alattar, Nujoud	SB1343 SHP Training	$93.39	11/03/23-11/03/23
Andrusenki, Elizabeth	Covid Training	$31.13	01/25/24-01/25/24
Andrusenki, Elizabeth	SB1343 SHP Training	$93.39	10/09/23-10/09/23
Anglin, Marie	Covid Training	$31.13	08/22/23-08/22/23
Anglin, Marie	Security Training	$31.13	10/29/23-10/29/23
Apicella, Alexandra	Covid Training	$31.13	12/31/23-12/31/23
Apicella, Alexandra	Unconscious Bias Training	$62.26	12/31/23-12/31/23
Apicella, Alexandra	SB1343 SHP Training	$93.39	12/31/23-12/31/23
Arias, Ana	Security Training	$31.13	10/23/23-10/23/23
Barnett, Aytana	Covid Training	$31.13	01/24/24-01/24/24
Barnett, Aytana	Unconscious Bias Training	$62.26	04/28/24-04/28/24
Barnett, Aytana	SB1343 SHP Training	$93.39	01/24/24-01/24/24
Bennett, Heather	Covid Training	$31.13	07/10/23-07/10/23
Bennett, Heather	Security Training	$31.13	11/27/23-11/27/23
Berube, Wendy	Covid Training	$31.13	07/25/24-07/25/24
Berube, Wendy	Unconscious Bias Training	$62.26	07/25/24-07/25/24
Blevins, Alissa	Covid Training	$31.13	05/09/24-05/09/24
Blevins, Alissa	Unconscious Bias Training	$62.26	05/09/24-05/09/24
Bolourieh, Fariba	Covid Training	$31.13	09/04/23-09/04/23
Bolourieh, Fariba	Security Training	$31.13	12/20/23-12/20/23
Bourche, Rayya	Covid Training	$31.13	11/21/23-11/21/23
Bourche, Rayya	Unconscious Bias Training	$62.26	12/07/23-12/07/23
Bourche, Rayya	SB1343 SHP Training	$93.39	11/21/23-11/21/23
Bowman, Kimberly	Security Training	$31.13	10/18/23-10/18/23
Byrne, Tara	Covid Training	$31.13	06/11/24-06/11/24
Byrne, Tara	Unconscious Bias Training	$62.26	07/13/24-07/13/24
Campos, Daniela	Covid Training	$31.13	10/17/23-10/17/23
Campos, Daniela	Security Training	$31.13	10/17/23-10/17/23
Campos, Daniela	Unconscious Bias Training	$62.26	02/08/24-02/08/24
Campos, Daniela	SB1343 SHP Training	$93.39	10/17/23-10/17/23
Carlson, Danielle	Covid Training	$31.13	08/31/23-08/31/23
Carlson, Danielle	Security Training	$31.13	01/03/24-01/03/24
Chae, Yoon	Security Training	$31.13	10/20/23-10/20/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Chen, Elizabeth	Covid Training	$31.13	08/22/23-08/22/23
Chen, Elizabeth	Security Training	$31.13	11/05/23-11/05/23
Chicas Gallardo, Evangelina	Covid Training	$31.13	01/17/24-01/17/24
Chicas Gallardo, Evangelina	Unconscious Bias Training	$62.26	01/17/24-01/17/24
Chicas Gallardo, Evangelina	SB1343 SHP Training	$93.39	01/17/24-01/17/24
Chung, Casey	Security Training	$31.13	05/06/24-05/06/24
Chung, Jun	Security Training	$31.13	10/17/23-10/17/23
Cole, Megan	Covid Training	$31.13	10/24/23-10/24/23
Cornelius, Megan	Covid Training	$31.13	06/20/24-06/20/24
Cornelius, Megan	Unconscious Bias Training	$62.26	06/20/24-06/20/24
Dagarin, Jean-Mari	Covid Training	$31.13	07/23/24-07/23/24
Daniyarova, Jay	Covid Training	$31.13	12/12/23-12/12/23
Daniyarova, Jay	Unconscious Bias Training	$62.26	12/12/23-12/12/23
Daniyarova, Jay	SB1343 SHP Training	$93.39	12/12/23-12/12/23
De Magalhaes, Nzola	Covid Training	$31.13	08/01/23-08/01/23
Deanda, Juan Manuel	Covid Training	$31.13	07/24/24-07/24/24
Deanda, Juan Manuel	Unconscious Bias Training	$62.26	07/24/24-07/24/24
Dinh, Alexander	Covid Training	$31.13	08/02/23-08/02/23
Dinh, Alexander	Security Training	$31.13	10/20/23-10/20/23
Do, Tu	SHW In-Service Mtg.	$186.78	08/13/24-08/13/24
Dunham, John	Covid Training	$31.13	03/18/24-03/18/24
Dunham, John	Unconscious Bias Training	$62.26	05/31/24-05/31/24
Eagleton, Jacob	Covid Training	$31.13	07/02/24-07/02/24
Eagleton, Jacob	Unconscious Bias Training	$62.26	07/02/24-07/02/24
Fan, Chelsea	Covid Training	$31.13	12/12/23-12/12/23
Fan, Chelsea	Unconscious Bias Training	$62.26	12/12/23-12/12/23
Fan, Chelsea	SB1343 SHP Training	$93.39	12/12/23-12/12/23
Farinella, Laura	Covid Training	$31.13	08/22/23-08/22/23
Flesch, Madison	Covid Training	$31.13	08/07/23-08/07/23
Flesch, Madison	Security Training	$31.13	01/11/24-01/11/24
Franklin, Michael	Security Training	$31.13	10/17/23-10/17/23
Freimark, Claire	Covid Training	$31.13	07/11/24-07/11/24
Garcia, Cyndy	Covid Training	$31.13	10/10/23-10/10/23
Garcia, Cyndy	Security Training	$31.13	10/20/23-10/20/23
Garcia, Cyndy	Unconscious Bias Training	$62.26	10/20/23-10/20/23
Garcia, Cyndy	SB1343 SHP Training	$93.39	10/10/23-10/10/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Gocke, Claire	Covid Training	$31.13	04/24/24-04/24/24
Gocke, Claire	Unconscious Bias Training	$62.26	04/17/24-04/17/24
Grinberg, Steven	Covid Training	$31.13	08/05/23-08/05/23
Grinberg, Steven	Security Training	$31.13	10/31/23-10/31/23
Gruen, Linda	Covid Training	$31.13	11/14/23-11/14/23
Gruen, Linda	Unconscious Bias Training	$62.26	11/28/23-11/28/23
Gruen, Linda	SB1343 SHP Training	$93.39	11/14/23-11/14/23
Harris, Jennifer	Covid Training	$31.13	09/18/23-09/18/23
Harris, Jennifer	Security Training	$31.13	11/07/23-11/07/23
Hendon, Claire	Covid Training	$31.13	07/11/24-07/11/24
Hendon, Claire	Unconscious Bias Training	$62.26	07/12/24-07/12/24
Hickey, Donald	Covid Training	$31.13	12/20/23-12/20/23
Hickey, Donald	Unconscious Bias Training	$62.26	12/20/23-12/20/23
Hickey, Donald	SB1343 SHP Training	$93.39	12/07/23-12/07/23
Holland, Allison	Covid Training	$31.13	10/15/23-10/15/23
Holland, Allison	Security Training	$31.13	10/15/23-10/15/23
Holland, Allison	Unconscious Bias Training	$62.26	10/17/23-10/17/23
Holland, Allison	SB1343 SHP Training	$93.39	10/17/23-10/17/23
Holmes, Wendy	Covid Training	$31.13	03/25/24-03/25/24
Holmes, Wendy	Unconscious Bias Training	$62.26	03/25/24-03/25/24
Hshieh, Shenho	Covid Training	$31.13	07/30/24-07/30/24
Hshieh, Shenho	Unconscious Bias Training	$62.26	07/30/24-07/30/24
Huynh, Kejun	Security Training	$31.13	11/23/23-11/23/23
Hwangbo, Eun Jeong	Covid Training	$31.13	08/22/23-08/22/23
Hwangbo, Eun Jeong	Security Training	$31.13	11/21/23-11/21/23
Hwangbo, Eun Jeong	Unconscious Bias Training	$62.26	11/21/23-11/21/23
Isaacs, Tiana	Security Training	$31.13	10/12/23-10/12/23
Jaucian, Kathleen	Covid Training	$31.13	02/21/24-02/21/24
Jaucian, Kathleen	Unconscious Bias Training	$62.26	02/14/24-02/14/24
Jauregui, Anjali	Covid Training	$31.13	08/22/23-08/22/23
Jauregui, Anjali	Security Training	$31.13	01/10/24-01/10/24
Kato, Kumiko	Covid Training	$31.13	12/14/23-12/14/23
Kato, Kumiko	Unconscious Bias Training	$62.26	12/14/23-12/14/23
Kato, Kumiko	SB1343 SHP Training	$93.39	12/14/23-12/14/23
Khabbaz, Raja	Security Training	$31.13	03/05/24-03/05/24
Khabbaz, Raja	SB1343 SHP Training	$93.39	02/28/24-02/28/24
Kim, Joomi	Security Training	$31.13	10/24/23-10/24/23
Kim, Jungeun	Covid Training	$31.13	07/20/24-07/20/24
Kim, Jungeun	Unconscious Bias Training	$62.26	07/20/24-07/20/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Kim, Young	Covid Training	$31.13	05/21/24-05/21/24
Kim, Young	Unconscious Bias Training	$62.26	05/23/24-05/23/24
Lal, Nishu	Covid Training	$31.13	07/11/24-07/11/24
Laughing, Cheron	Covid Training	$31.13	07/22/24-07/22/24
Laughing, Cheron	Unconscious Bias Training	$62.26	07/26/24-07/26/24
Lay, Jonathon	Security Training	$31.13	02/15/24-02/15/24
Le, Nga	Security Training	$31.13	11/21/23-11/21/23
Leonard, Tina	Security Training	$31.13	11/30/23-11/30/23
Leos, Nigel	Covid Training	$31.13	10/06/23-10/06/23
Leos, Nigel	Security Training	$31.13	11/22/23-11/22/23
Leos, Nigel	Unconscious Bias Training	$62.26	11/01/23-11/01/23
Leos, Nigel	SB1343 SHP Training	$93.39	11/22/23-11/22/23
Li, Grace	Unconscious Bias Training	$62.26	10/24/23-10/24/23
Lim, Geu	Security Training	$31.13	11/07/23-11/07/23
Logan, Samantha	Covid Training	$31.13	05/14/24-05/14/24
Logan, Samantha	Unconscious Bias Training	$62.26	05/14/24-05/14/24
Macias-Reza, Teresa	Security Training	$31.13	12/19/23-12/19/23
Manshouri, Marjan	Security Training	$31.13	10/17/23-10/17/23
Marcello, Haleigh	Covid Training	$31.13	05/01/24-05/01/24
Marcello, Haleigh	Unconscious Bias Training	$62.26	05/15/24-05/15/24
Marx, Dylan	Covid Training	$31.13	11/06/23-11/06/23
Marx, Dylan	Security Training	$31.13	10/12/23-10/12/23
Marx, Dylan	Unconscious Bias Training	$62.26	11/06/23-11/06/23
Marx, Dylan	SB1343 SHP Training	$93.39	10/16/23-10/16/23
Mayer, Matthew	Covid Training	$31.13	06/11/24-06/11/24
Mayer, Matthew	Unconscious Bias Training	$62.26	06/11/24-06/11/24
Medina, Ivan	Covid Training	$31.13	01/18/24-01/18/24
Medina, Ivan	Unconscious Bias Training	$62.26	01/31/24-01/31/24
Medina, Ivan	SB1343 SHP Training	$93.39	01/24/24-01/24/24
Mellody, Montana	Covid Training	$31.13	01/08/24-01/08/24
Mellody, Montana	Unconscious Bias Training	$62.26	01/09/24-01/09/24
Mellody, Montana	SB1343 SHP Training	$93.39	01/10/24-01/10/24
Minchaca, Griselda	Covid Training	$31.13	05/06/24-05/06/24
Moder, Courtney	Covid Training	$31.13	04/30/24-04/30/24
Moder, Courtney	Unconscious Bias Training	$62.26	05/07/24-05/07/24
Mohammadi, Mahtab	Covid Training	$31.13	05/08/24-05/08/24
Mohammadi, Mahtab	Unconscious Bias Training	$62.26	05/08/24-05/08/24
Moniz, Pamela	Covid Training	$31.13	06/25/24-06/25/24
Moniz, Pamela	Unconscious Bias Training	$62.26	06/25/24-06/25/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Muagututia, Myles	Security Training	$31.13	11/28/23-11/28/23
Multani, Gurpreet	Security Training	$31.13	01/18/24-01/18/24
Multani, Gurpreet	SB1343 SHP Training	$93.39	01/18/24-01/18/24
Nealon, Natalia	Covid Training	$31.13	08/22/23-08/22/23
Nealon, Natalia	Security Training	$31.13	11/28/23-11/28/23
Nelson, Adam	Security Training	$31.13	11/27/23-11/27/23
Nguyen, Chau	Security Training	$31.13	10/17/23-10/17/23
Nguyen, Chu-Giang	Covid Training	$31.13	01/25/24-01/25/24
Olaes, Wyleen	Security Training	$31.13	11/08/23-11/08/23
Olivar, Robert	Security Training	$31.13	01/08/24-01/08/24
Olivar, Robert	Unconscious Bias Training	$62.26	01/08/24-01/08/24
Oliveras, Caitlyn	Covid Training	$31.13	05/23/24-05/23/24
Oliveras, Caitlyn	Unconscious Bias Training	$62.26	05/23/24-05/23/24
Oliveras, Caitlyn	SB1343 SHP Training	$93.39	05/24/24-05/24/24
Orozco, Cynthia	Covid Training	$31.13	10/18/23-10/18/23
Orozco, Cynthia	Security Training	$31.13	10/29/23-10/29/23
Orozco, Cynthia	Unconscious Bias Training	$62.26	10/19/23-10/19/23
Orozco, Cynthia	SB1343 SHP Training	$93.39	12/11/23-12/11/23
Pao, Kevin	Security Training	$31.13	11/07/23-11/07/23
Pelonis, Bethany	Security Training	$31.13	11/07/23-11/07/23
Power, Amber	Security Training	$31.13	11/07/23-11/07/23
Ramirez, Diana	Covid Training	$31.13	03/16/24-03/16/24
Ramirez, Diana	Security Training	$31.13	03/16/24-03/16/24
Ramirez, Diana	Unconscious Bias Training	$62.26	03/16/24-03/16/24
Rankin, Nalinie	Security Training	$31.13	10/30/23-10/30/23
Rodriguez, Jesus	SB1343 SHP Training	$93.39	01/10/24-01/10/24
Rodriguez, Olivia	Covid Training	$31.13	08/29/23-08/29/23
Rodriguez, Olivia	Security Training	$31.13	11/08/23-11/08/23
Rombaoa, Jaymes Paolo	Covid Training	$31.13	10/18/23-10/18/23
Rombaoa, Jaymes Paolo	Security Training	$31.13	10/19/23-10/19/23
Rombaoa, Jaymes Paolo	Unconscious Bias Training	$62.26	11/30/23-11/30/23
Rombaoa, Jaymes Paolo	SB1343 SHP Training	$93.39	10/19/23-10/19/23
Rose-Person, Annika	Covid Training	$31.13	08/29/23-08/29/23
Rose-Person, Annika	Security Training	$31.13	10/18/23-10/18/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Ruggeri-DiLello, Tiffany	Security Training	$31.13	10/26/23-10/26/23
Ruggeri-DiLello, Tiffany	Unconscious Bias Training	$62.26	10/26/23-10/26/23
Sabet, Sarah	Security Training	$31.13	10/25/23-10/25/23
Salagean, Natalie	Covid Training	$31.13	01/14/24-01/14/24
Salagean, Natalie	Unconscious Bias Training	$62.26	01/14/24-01/14/24
Salagean, Natalie	SB1343 SHP Training	$93.39	01/14/24-01/14/24
Sayyadi, Leila	Covid Training	$31.13	06/14/24-06/14/24
Sayyadi, Leila	Unconscious Bias Training	$62.26	06/14/24-06/14/24
Scavone, Alexander	Covid Training	$31.13	08/29/23-08/29/23
Scavone, Alexander	Security Training	$31.13	11/07/23-11/07/23
Schaumkell, Eva	Covid Training	$31.13	04/02/24-04/02/24
Schaumkell, Eva	Unconscious Bias Training	$62.26	04/16/24-04/16/24
Scott, Jennifer	Covid Training	$31.13	12/15/23-12/15/23
Scott, Jennifer	Unconscious Bias Training	$62.26	12/15/23-12/15/23
Seminario, Anibal	Covid Training	$31.13	08/29/23-08/29/23
Seminario, Anibal	Security Training	$31.13	02/22/24-02/22/24
Shah, Priya	Covid Training	$31.13	08/17/23-08/17/23
Shah, Priya	Security Training	$31.13	01/10/24-01/10/24
Shah, Priya	Unconscious Bias Training	$62.26	10/15/23-10/15/23
Shiring, Richard	SB1343 SHP Training	$93.39	11/29/23-11/29/23
Shulman, Eric	Security Training	$31.13	10/04/23-10/04/23
Singh, Bindiya	Security Training	$31.13	10/24/23-10/24/23
Singh, Indeepa	Covid Training	$31.13	12/06/23-12/06/23
Singh, Indeepa	Unconscious Bias Training	$62.26	02/06/24-02/06/24
Singh, Indeepa	SB1343 SHP Training	$93.39	01/17/24-01/17/24
Skjonsby, Kristen	Keynote Speaker	$249.04	11/01/24-11/01/24
Smith, Hillary	Covid Training	$31.13	08/20/23-08/20/23
Smith, Hillary	Security Training	$31.13	10/17/23-10/17/23
Stephenson, Gabrielle	SB1343 SHP Training	$93.39	12/25/23-12/25/23
Strasberger, Daniel	Covid Training	$31.13	02/13/24-02/13/24
Strasberger, Daniel	SB1343 SHP Training	$93.39	01/30/24-01/30/24
Suleiman, Sereen	Security Training	$31.13	11/21/23-11/21/23
Sura, Alma	Security Training	$31.13	11/09/23-11/09/23
Sykes, Elizabeth	Covid Training	$31.13	02/26/24-02/26/24
Sykes, Elizabeth	Unconscious Bias Training	$62.26	03/03/24-03/03/24
Tabayoyong, Mia	Covid Training	$31.13	08/23/23-08/23/23
Tabayoyong, Mia	Security Training	$31.13	10/17/23-10/17/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Tajima, Joelle	Covid Training	$31.13	06/27/24-06/27/24
Tajima, Joelle	Unconscious Bias Training	$62.26	06/30/24-06/30/24
Tan, Daniel	Security Training	$31.13	10/10/23-10/10/23
Thai-Arnold, Monique	Covid Training	$31.13	08/30/23-08/30/23
Thai-Arnold, Monique	Security Training	$31.13	11/28/23-11/28/23
Tomas, Katrina	Security Training	$31.13	11/22/23-11/22/23
Torres, Monica	Security Training	$31.13	03/06/24-03/06/24
Truax, Meghan	Covid Training	$31.13	07/05/24-07/05/24
Trujillo-Pierce, Jeff	Security Training	$31.13	11/28/23-11/28/23
Upchurch, Devan	Covid Training	$31.13	08/22/23-08/22/23
Upchurch, Devan	Security Training	$31.13	10/24/23-10/24/23
Uytiepo, Pryscilla	Covid Training	$31.13	08/30/23-08/30/23
Uytiepo, Pryscilla	Security Training	$31.13	11/08/23-11/08/23
Uytiepo, Pryscilla	Unconscious Bias Training	$62.26	11/08/23-11/08/23
Van Deventer, Foster	Covid Training	$31.13	09/21/23-09/21/23
Van Deventer, Foster	Security Training	$31.13	10/24/23-10/24/23
Vega, Christie	Security Training	$31.13	02/20/24-02/20/24
Vega, Christie	Unconscious Bias Training	$62.26	02/20/24-02/20/24
Venegas, Kristen	PD 51659	$280.17	08/13/24-08/14/24
Vu, Catherine	Covid Training	$31.13	07/25/24-07/25/24
Vu, Catherine	Unconscious Bias Training	$62.26	07/25/24-07/25/24
Vu, Vienne	Security Training	$31.13	01/23/24-01/23/24
Ward, Conor	SB1343 SHP Training	$93.39	11/21/23-11/21/23
Wasserman, Jay	Covid Training	$31.13	07/03/23-07/03/23
Wasserman, Jay	Security Training	$31.13	10/22/23-10/22/23
Weber, Samuel	Covid Training	$31.13	01/02/24-01/02/24
Weber, Samuel	Unconscious Bias Training	$62.26	01/02/24-01/02/24
Weber, Samuel	SB1343 SHP Training	$93.39	01/02/24-01/02/24
Wood, Peggy	Security Training	$31.13	10/17/23-10/17/23
Wood, Peggy	SB1343 SHP Training	$93.39	12/08/23-12/08/23
Wu, Andy	Covid Training	$31.13	07/23/24-07/23/24
Yamasaki, Christine	Covid Training	$31.13	05/09/24-05/09/24
Yamasaki, Christine	Unconscious Bias Training	$62.26	05/28/24-05/28/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Zhang, Zheng	Covid Training	$31.13	07/07/23-07/07/23
Zhao, Yang	Security Training	$31.13	12/22/23-12/22/23
General Fund/IVC Month to Date:		**$12,389.74**	
IVC APPROVED FISCAL YEAR TO DATE:		**$412,928.04**	

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Abe, Stacia	Security Training	$31.13	11/09/23-11/09/23
Akhondi, Masoumeh	Covid Training	$31.13	01/23/24-01/23/24
Akhondi, Masoumeh	Unconscious Bias Training	$62.26	01/30/24-01/30/24
Alcala, Sergio	Covid Training	$31.13	05/21/24-05/21/24
Alcala, Sergio	Unconscious Bias Training	$62.26	06/03/24-06/03/24
Alexander, Tamara	Unconscious Bias Training	$62.26	03/05/24-03/05/24
Almond, Joshua	Security Training	$31.13	10/24/23-10/24/23
Altay, Ecenur	Security Training	$31.13	01/24/24-01/24/24
Amante, Philip	Covid Training	$31.13	11/08/23-11/08/23
Amante, Philip	Unconscious Bias Training	$62.26	12/05/23-12/05/23
Amante, Philip	SB1343 SHP Training	$93.39	11/08/23-11/08/23
Anderson, Gregory	Covid Training	$31.13	12/28/23-12/28/23
Anderson, Gregory	Unconscious Bias Training	$62.26	12/30/23-12/30/23
Anderson, Gregory	SB1343 SHP Training	$93.39	12/30/23-12/30/23
Arazi, Heather	Covid Training	$31.13	05/28/24-05/28/24
Arazi, Heather	Unconscious Bias Training	$62.26	05/28/24-05/28/24
Armijo, Alicia	Covid Training	$31.13	09/24/23-09/24/23
Armijo, Alicia	Security Training	$31.13	10/16/23-10/16/23
Ayoub, Bassam	Covid Training	$31.13	05/03/24-05/03/24
Ayoub, Bassam	Unconscious Bias Training	$62.26	05/03/24-05/03/24
Baker, Matthew	Security Training	$31.13	04/02/24-04/02/24
Barr, Douglas	Unconscious Bias Training	$62.26	11/20/23-11/20/23
Beckman, Kristina	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Benson, Kyla	Covid Training	$31.13	01/16/24-01/16/24
Benson, Kyla	SB1343 SHP Training	$93.39	01/16/24-01/16/24
Bjerke, Kiersten	Security Training	$31.13	10/27/23-10/27/23
Bolelli, Daniele	Unconscious Bias Training	$62.26	01/18/24-01/18/24
Branch-Stewart, Kim	Security Training	$31.13	01/23/24-01/23/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Branch-Stewart, Kim	SB1343 SHP Training	$93.39	01/23/24-01/23/24
Brenner, Mark	Security Training	$31.13	11/01/23-11/01/23
Brown, Brandon	Covid Training	$31.13	12/11/23-12/11/23
Buckner, Frank	Covid Training	$31.13	08/29/23-08/29/23
Buckner, Frank	Security Training	$31.13	10/17/23-10/17/23
Bunnel, Jonathan	Covid Training	$31.13	07/18/23-07/18/23
Bunnel, Jonathan	Security Training	$31.13	10/24/23-10/24/23
Campbell, Brooke	Security Training	$31.13	10/10/23-10/10/23
Campbell, Robert	Covid Training	$31.13	10/28/23-10/28/23
Campbell, Robert	Security Training	$31.13	10/28/23-10/28/23
Campbell, Robert	Unconscious Bias Training	$62.26	10/28/23-10/28/23
Campbell, Robert	SB1343 SHP Training	$93.39	10/29/23-10/29/23
Canfield, Brian	Security Training	$31.13	10/17/23-10/17/23
Casas, Adrian	Covid Training	$31.13	01/23/24-01/23/24
Casas, Adrian	Unconscious Bias Training	$62.26	01/23/24-01/23/24
Casas, Adrian	SB1343 SHP Training	$93.39	01/23/24-01/23/24
Chance, Caroline	Covid Training	$31.13	07/05/23-07/05/23
Christie, Mary	Covid Training	$31.13	01/03/24-01/03/24
Cloe, Donna	Security Training	$31.13	10/18/23-10/18/23
Cofinco, Selena	Security Training	$31.13	12/18/23-12/18/23
Collins, Candice	Covid Training	$31.13	07/24/24-07/24/24
Collins, Candice	Unconscious Bias Training	$62.26	07/29/24-07/29/24
Cross, Laura	Security Training	$31.13	12/19/23-12/19/23
Cullen, Raina	Covid Training	$31.13	12/07/23-12/07/23
Cullen, Raina	Unconscious Bias Training	$62.26	12/15/23-12/15/23
Cullen, Raina	SB1343 SHP Training	$93.39	12/08/23-12/08/23
Curasi, Gina	Covid Training	$31.13	08/22/23-08/22/23
Curasi, Gina	Security Training	$31.13	10/17/23-10/17/23
Danaee, Parastoo	Security Training	$31.13	01/22/24-01/22/24
Davies, Cynthia	Security Training	$31.13	11/26/23-11/26/23
Davila, Sarah	Covid Training	$31.13	05/11/24-05/11/24
Davila, Sarah	Unconscious Bias Training	$62.26	05/11/24-05/11/24
De Alba, Lilian Alexa	Covid Training	$31.13	10/03/23-10/03/23
De Alba, Lilian Alexa	Unconscious Bias Training	$62.26	10/12/23-10/12/23
De Alba, Lilian Alexa	SB1343 SHP Training	$93.39	10/12/23-10/12/23
DeLaet, Abbey	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
DeLaet, Abbey	Covid Training	$31.13	04/30/24-04/30/24
DeLaet, Abbey	Unconscious Bias Training	$62.26	04/30/24-04/30/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
DeWeese, Ryan	Covid Training	$31.13	08/16/23-08/16/23
DiGiacomo, Dominick	Covid Training	$31.13	11/03/23-11/03/23
DiGiacomo, Dominick	Security Training	$31.13	11/04/23-11/04/23
DiGiacomo, Dominick	Unconscious Bias Training	$62.26	11/07/23-11/07/23
DiGiacomo, Dominick	SB1343 SHP Training	$93.39	11/04/23-11/04/23
Doran, Sean	Security Training	$31.13	01/17/24-01/17/24
Dossey, Kenny	Covid Training	$31.13	05/18/24-05/18/24
Dossey, Kenny	Unconscious Bias Training	$62.26	05/18/24-05/18/24
Douglas, Ian	Security Training	$31.13	10/24/23-10/24/23
Dudnik, Hanna	Security Training	$31.13	10/26/23-10/26/23
Duran, Cindy	Security Training	$31.13	10/23/23-10/23/23
Duran, Cindy	SB1343 SHP Training	$93.39	10/04/23-10/04/23
Dwarka, Swaran	Security Training	$31.13	11/07/23-11/07/23
East, Noah	Security Training	$31.13	11/13/23-11/13/23
Espinoza, Britney	Security Training	$31.13	10/22/23-10/22/23
Estrada Cruz, Brenda	Covid Training	$31.13	09/05/23-09/05/23
Evans, Megan	Covid Training	$31.13	01/23/24-01/23/24
Evans, Megan	Unconscious Bias Training	$62.26	05/14/24-05/14/24
Fagundes, Steven	Covid Training	$31.13	07/24/23-07/24/23
Fanelli, Tracy	SB1343 SHP Training	$93.39	10/31/23-10/31/23
Faulkner, Sarah	Unconscious Bias Training	$62.26	01/02/24-01/02/24
Ferry, Michelle	Security Training	$31.13	10/27/23-10/27/23
Filimon, Ilinca	Covid Training	$31.13	10/10/23-10/10/23
Filimon, Ilinca	Security Training	$31.13	10/24/23-10/24/23
Filimon, Ilinca	Unconscious Bias Training	$62.26	10/12/23-10/12/23
Filimon, Ilinca	SB1343 SHP Training	$93.39	10/12/23-10/12/23
Finical, Gina	Covid Training	$31.13	07/16/24-07/16/24
Finical, Gina	Unconscious Bias Training	$62.26	07/16/24-07/16/24
Fisher, Krysten	Covid Training	$31.13	07/27/24-07/27/24
Fisher, Krysten	Unconscious Bias Training	$62.26	07/27/24-07/27/24
Fitz-Maurice, Theresa	Covid Training	$31.13	12/29/23-12/29/23
Fitz-Maurice, Theresa	Unconscious Bias Training	$62.26	12/29/23-12/29/23
Fitz-Maurice, Theresa	SB1343 SHP Training	$93.39	01/04/24-01/04/24
Fong, Fleur	Security Training	$31.13	10/16/23-10/16/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Ford, Donald	Unconscious Bias Training	$62.26	06/22/24-06/22/24
Friend, Jackie	Security Training	$31.13	10/26/23-10/26/23
Friess, Megan	Covid Training	$31.13	08/24/23-08/24/23
Friess, Megan	Security Training	$31.13	12/15/23-12/15/23
Garcia, Jonathan	Security Training	$31.13	10/19/23-10/19/23
Gilliom, Jon	Security Training	$31.13	10/24/23-10/24/23
Giraldo Herrera, Maria	Security Training	$31.13	12/03/23-12/03/23
Giraldo Herrera, Maria	Unconscious Bias Training	$62.26	12/03/23-12/03/23
Gonzalez, Vincent	Covid Training	$31.13	04/21/24-04/21/24
Grootegoed, Jennifer	Covid Training	$31.13	03/08/24-03/08/24
Grootegoed, Jennifer	Unconscious Bias Training	$62.26	02/29/24-02/29/24
Grootegoed, Jennifer	SB1343 SHP Training	$93.39	02/20/24-02/20/24
Gross, Sarah	Covid Training	$31.13	10/03/23-10/03/23
Gross, Sarah	Security Training	$31.13	10/18/23-10/18/23
Gross, Sarah	Unconscious Bias Training	$62.26	10/12/23-10/12/23
Gross, Sarah	SB1343 SHP Training	$93.39	10/12/23-10/12/23
Groves, Kelli	Security Training	$31.13	10/17/23-10/17/23
Hamamoto, Jordan	Covid Training	$31.13	05/29/24-05/29/24
Hamamoto, Jordan	Unconscious Bias Training	$62.26	05/29/24-05/29/24
Hannigan, Linnea	Security Training	$31.13	10/17/23-10/17/23
Hayter, Karyn	Covid Training	$31.13	11/15/23-11/15/23
Hayter, Karyn	Unconscious Bias Training	$62.26	12/06/23-12/06/23
Hayter, Karyn	SB1343 SHP Training	$93.39	11/15/23-11/15/23
Homans, Elena	Security Training	$31.13	10/23/23-10/23/23
Horrack, Monika	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Horrack, Monika	Covid Training	$31.13	06/06/24-06/06/24
Horrack, Monika	Unconscious Bias Training	$62.26	06/06/24-06/06/24
Ivy, Antrenette	Covid Training	$31.13	05/05/24-05/05/24
Ivy, Antrenette	Unconscious Bias Training	$62.26	05/05/24-05/05/24
Janes, Kayla	Covid Training	$31.13	06/26/24-06/26/24
Janes, Kayla	Unconscious Bias Training	$62.26	06/26/24-06/26/24
Jauregui, Camille	Covid Training	$31.13	07/15/24-07/15/24
Jauregui, Camille	Unconscious Bias Training	$62.26	07/15/24-07/15/24
Jesrai, Alica	Covid Training	$31.13	07/05/23-07/05/23
Jesrai, Alica	Security Training	$31.13	10/17/23-10/17/23
Jimenez, Lynn	Security Training	$31.13	11/08/23-11/08/23
Jimenez, Vanessa	Covid Training	$31.13	10/05/23-10/05/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Jimenez, Vanessa	Security Training	$31.13	11/02/23-11/02/23
Jimenez, Vanessa	Unconscious Bias Training	$62.26	11/02/23-11/02/23
Jimenez, Vanessa	SB1343 SHP Training	$93.39	11/02/23-11/02/23
Jones, Scott	Covid Training	$31.13	04/27/24-04/27/24
Jones, Scott	Unconscious Bias Training	$62.26	04/28/24-04/28/24
Journeay, Jessica	Covid Training	$31.13	12/22/23-12/22/23
Journeay, Jessica	Unconscious Bias Training	$62.26	12/22/23-12/22/23
Journeay, Jessica	SB1343 SHP Training	$93.39	12/22/23-12/22/23
Juarez, Louis	Covid Training	$31.13	02/17/24-02/17/24
Juarez, Louis	Unconscious Bias Training	$62.26	02/17/24-02/17/24
Kadam, Kendra	Security Training	$31.13	11/27/23-11/27/23
Kay, Jordan	Security Training	$31.13	10/17/23-10/17/23
Kennedy, Sandra	Unconscious Bias Training	$62.26	01/23/24-01/23/24
Khoshaba, Richard	Security Training	$31.13	10/26/23-10/26/23
Kinney, Fred	Set Design "Company" Theatre Production	$3,200.00	08/27/24-11/03/24
Kinney, Fred	Covid Training	$31.13	01/17/24-01/17/24
Kinney, Fred	Unconscious Bias Training	$62.26	01/18/24-01/18/24
Kinney, Fred	SB1343 SHP Training	$93.39	01/18/24-01/18/24
Kloess, Peter	Covid Training	$31.13	01/23/24-01/23/24
Knauer, Courtney	Security Training	$31.13	10/24/23-10/24/23
Kostykiewicz, Agnieszka	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Kostykiewicz, Agnieszka	Covid Training	$31.13	05/14/24-05/14/24
Kostykiewicz, Agnieszka	Unconscious Bias Training	$62.26	05/14/24-05/14/24
Landaverde, Jazlyn	Covid Training	$31.13	08/07/23-08/07/23
Landaverde, Jazlyn	Security Training	$31.13	10/27/23-10/27/23
Ledezma, Milton	Covid Training	$31.13	09/25/23-09/25/23
Ledezma, Milton	Security Training	$31.13	10/20/23-10/20/23
Ledezma, Milton	SB1343 SHP Training	$93.39	10/11/23-10/11/23
Lee, Ji	Covid Training	$31.13	09/05/23-09/05/23
Lee, Ji	Security Training	$31.13	10/31/23-10/31/23
Leguizamo, Elizabeth	Security Training	$31.13	10/24/23-10/24/23
Leonard, Michael	Security Training	$31.13	05/15/24-05/15/24
Likhvareva, Svetlana	Security Training	$31.13	10/14/23-10/14/23
Lindbeck, Emily	Covid Training	$31.13	03/27/24-03/27/24
Lindbeck, Emily	Security Training	$31.13	03/27/24-03/27/24
Lindbeck, Emily	Unconscious Bias Training	$62.26	03/27/24-03/27/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Lockhart, William	Security Training	$31.13	05/22/24-05/22/24
Lockhart, William	Unconscious Bias Training	$62.26	05/26/24-05/26/24
Mackie, Julie	Covid Training	$31.13	08/29/23-08/29/23
Mackie, Julie	Security Training	$31.13	11/20/23-11/20/23
Mackie, Julie	Unconscious Bias Training	$62.26	10/16/23-10/16/23
Manewal, Destiny	Covid Training	$31.13	08/16/23-08/16/23
Marantz, Larissa	Comic Zine Workshop Studio Arts	$300.00	10/09/24-10/09/24
Marantz, Larissa	Exhibition Moving Forward Art Gallery	$1,000.00	09/19/24-11/08/24
Martinez, Faustina	Covid Training	$31.13	10/14/23-10/14/23
Martinez, Faustina	Security Training	$31.13	10/14/23-10/14/23
Martinez, Faustina	Unconscious Bias Training	$62.26	10/14/23-10/14/23
McAdam, Jennifer	Security Training	$31.13	10/18/23-10/18/23
McCarty, Katherine	SB1343 SHP Training	$93.39	02/10/24-02/10/24
McClatchey, Shane	Security Training	$31.13	11/21/23-11/21/23
McElroy, Glen	Unconscious Bias Training	$62.26	05/20/24-05/20/24
McKeachie, Ashley	Covid Training	$31.13	08/22/23-08/22/23
McKeachie, Ashley	Security Training	$31.13	10/16/23-10/16/23
Medrano, Vanessa	Covid Training	$31.13	07/08/24-07/08/24
Mercado, Alphouse Kamille	Covid Training	$31.13	06/07/24-06/07/24
Mercado, Alphouse Kamille	Unconscious Bias Training	$62.26	06/07/24-06/07/24
Mohregi, Mehrdad	Covid Training	$31.13	09/12/23-09/12/23
Monfared, Shamsi	Covid Training	$31.13	12/18/23-12/18/23
Monfared, Shamsi	Unconscious Bias Training	$62.26	12/19/23-12/19/23
Monfared, Shamsi	SB1343 SHP Training	$93.39	12/19/23-12/19/23
Moore, Emily	Covid Training	$31.13	05/22/24-05/22/24
Moore, Emily	Unconscious Bias Training	$62.26	06/03/24-06/03/24
Mora-Gehring, Flory	Covid Training	$31.13	05/20/24-05/20/24
Mora-Gehring, Flory	Unconscious Bias Training	$62.26	05/20/24-05/20/24
Mowry, Sara	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Mowry, Sara	Covid Training	$31.13	12/02/23-12/02/23
Mowry, Sara	Unconscious Bias Training	$62.26	12/02/23-12/02/23
Mowry, Sara	SB1343 SHP Training	$93.39	12/02/23-12/02/23
Murtada, Rola	Security Training	$31.13	11/08/23-11/08/23
Murtada, Rola	Unconscious Bias Training	$62.26	10/25/23-10/25/23
Murtada, Rola	SB1343 SHP Training	$93.39	10/04/23-10/04/23
Musacchio, Sharmay	Covid Training	$31.13	01/25/24-01/25/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Musacchio, Sharmay	Unconscious Bias Training	$62.26	01/25/24-01/25/24
Musacchio, Sharmay	SB1343 SHP Training	$93.39	01/27/24-01/27/24
Naccarato, Kristy	Unconscious Bias Training	$62.26	01/23/24-01/23/24
Nardi, Nicholas	Covid Training	$31.13	11/15/23-11/15/23
Nardi, Nicholas	Security Training	$31.13	11/15/23-11/15/23
Nardi, Nicholas	Unconscious Bias Training	$62.26	11/15/23-11/15/23
Nardi, Nicholas	SB1343 SHP Training	$93.39	11/16/23-11/16/23
Nguyen, Daniel	Covid Training	$31.13	07/18/23-07/18/23
Nguyen, Daniel	Security Training	$31.13	10/11/23-10/11/23
Nguyen, Tam	Covid Training	$31.13	08/16/23-08/16/23
Nguyen, Tam	Security Training	$31.13	10/18/23-10/18/23
Nozaki, Michaele	Covid Training	$31.13	07/26/23-07/26/23
Nozaki, Michaele	Security Training	$31.13	10/20/23-10/20/23
Oceguera, Melissa	SHW In-Service Meeting	$186.78	08/13/24-08/13/24
Oceguera, Melissa	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Omran, Taline	Security Training	$31.13	02/15/24-02/15/24
Ordonez, Linda	Covid Training	$31.13	06/05/24-06/05/24
Ordonez, Linda	Unconscious Bias Training	$62.26	06/05/24-06/05/24
Ortiz, Amber	Security Training	$31.13	11/09/23-11/09/23
Palafox, Arleen	Covid Training	$31.13	10/24/23-10/24/23
Palafox, Arleen	Unconscious Bias Training	$62.26	11/28/23-11/28/23
Palafox, Arleen	SB1343 SHP Training	$93.39	11/16/23-11/16/23
Perez, Christina	Security Training	$31.13	10/29/23-10/29/23
Perez, Maria Del Carmen	Covid Training	$31.13	12/20/23-12/20/23
Perez, Maria Del Carmen	Unconscious Bias Training	$62.26	01/03/24-01/03/24
Perez, Maria Del Carmen	SB1343 SHP Training	$93.39	01/02/24-01/02/24
Perez, Mark	Covid Training	$31.13	09/06/23-09/06/23
Perez, Mark	Unconscious Bias Training	$62.26	10/25/23-10/25/23
Perrizo, Nohl	Security Training	$31.13	01/11/24-01/11/24
Piccio, Gabrielle	Covid Training	$31.13	09/27/23-09/27/23
Piccio, Gabrielle	Security Training	$31.13	10/18/23-10/18/23
Piccio, Gabrielle	SB1343 SHP Training	$93.39	10/17/23-10/17/23
Powers, Conor	Covid Training	$31.13	06/18/24-06/18/24
Prado, Marisol	Covid Training	$31.13	08/04/23-08/04/23
Prado, Marisol	Security Training	$31.13	11/06/23-11/06/23
Proodian, Zachary	Security Training	$31.13	10/24/23-10/24/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Radzyminski, Rochelle	Covid Training	$31.13	07/04/23-07/04/23
Rainey, Arthur	Unconscious Bias Training	$62.26	02/20/24-02/20/24
Reed, Mike	Covid Training	$31.13	07/13/23-07/13/23
Reed, Mike	Security Training	$31.13	10/18/23-10/18/23
Reese, Susan	SB1343 SHP Training	$93.39	11/13/23-11/13/23
Rivera, Tamara	Covid Training	$31.13	10/02/23-10/02/23
Rivera, Tamara	Security Training	$31.13	02/01/24-02/01/24
Rivera, Tamara	Unconscious Bias Training	$62.26	01/10/24-01/10/24
Rivera, Tamara	SB1343 SHP Training	$93.39	10/02/23-10/02/23
Roman, Selene	Covid Training	$31.13	11/29/23-11/29/23
Roman, Selene	Unconscious Bias Training	$62.26	11/27/23-11/27/23
Roman, Selene	SB1343 SHP Training	$93.39	11/30/23-11/30/23
Ronquillo, Andrew	Covid Training	$31.13	11/28/23-11/28/23
Ronquillo, Andrew	Unconscious Bias Training	$62.26	11/28/23-11/28/23
Ronquillo, Andrew	SB1343 SHP Training	$93.39	11/29/23-11/29/23
Ruiz Hirata, Sara	Covid Training	$31.13	07/18/24-07/18/24
Salcido, Sarah	Covid Training	$31.13	09/26/23-09/26/23
Salcido, Sarah	Security Training	$31.13	10/17/23-10/17/23
Salinas, Mardeza	Covid Training	$31.13	10/10/23-10/10/23
Salinas, Mardeza	Security Training	$31.13	10/19/23-10/19/23
Salinas, Mardeza	Unconscious Bias Training	$62.26	12/12/23-12/12/23
Salinas, Mardeza	SB1343 SHP Training	$93.39	10/11/23-10/11/23
Sanchez, Chris	Covid Training	$31.13	12/12/23-12/12/23
Sanchez, Chris	SB1343 SHP Training	$93.39	12/12/23-12/12/23
Santaella, Taylor	Covid Training	$31.13	08/09/23-08/09/23
Santos, Karen	Security Training	$31.13	11/07/23-11/07/23
Sapiro, Jacob	Covid Training	$31.13	01/23/24-01/23/24
Sapiro, Jacob	Unconscious Bias Training	$62.26	03/21/24-03/21/24
Sapiro, Jacob	SB1343 SHP Training	$93.39	01/23/24-01/23/24
Saucedo, Elissa	Security Training	$31.13	10/19/23-10/19/23
Schmidt, Tina	Covid Training	$31.13	04/12/24-04/12/24
Schmidt, Tina	Unconscious Bias Training	$62.26	04/12/24-04/12/24
Sefami, Sally	Covid Training	$31.13	04/18/24-04/18/24
Sefami, Sally	Unconscious Bias Training	$62.26	04/24/24-04/24/24
Shaaban, Chelsea	Covid Training	$31.13	08/08/23-08/08/23
Shaaban, Chelsea	Security Training	$31.13	10/20/23-10/20/23
Shadid, Bryan	Covid Training	$31.13	08/02/23-08/02/23
Shadid, Bryan	Security Training	$31.13	10/13/23-10/13/23
Spitzer, Rita	Covid Training	$31.13	08/22/23-08/22/23
Spitzer, Rita	Security Training	$31.13	11/30/23-11/30/23
Steinle, Thomas	Covid Training	$31.13	08/22/23-08/22/23

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Stewart, Robert	Covid Training	$31.13	05/01/24-05/01/24
Stewart, Robert	Unconscious Bias Training	$62.26	05/16/24-05/16/24
Stewart, Robin	Covid Training	$31.13	01/02/24-01/02/24
Stewart, Robin	Unconscious Bias Training	$62.26	01/02/24-01/02/24
Tabata, William	Covid Training	$31.13	01/10/24-01/10/24
Tabata, William	Unconscious Bias Training	$62.26	01/10/24-01/10/24
Tabata, William	SB1343 SHP Training	$93.39	01/09/24-01/09/24
Taccini, Amy	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Taccini, Amy	SB1343 SHP Training	$93.39	01/25/24-01/25/24
Tailor, Shivani	Security Training	$31.13	10/20/23-10/20/23
Takahashi, Mariko	Unconscious Bias Training	$62.26	01/05/24-01/05/24
Tena, Rafael	Covid Training	$31.13	05/28/24-05/28/24
Tena, Rafael	Unconscious Bias Training	$62.26	05/28/24-05/28/24
Thompson, Milinda	Covid Training	$31.13	09/18/23-09/18/23
Thompson, Milinda	Security Training	$31.13	11/22/23-11/22/23
Tiffany, Bridget	SB1343 SHP Training	$93.39	12/07/23-12/07/23
Toosi, Farah	Covid Training	$31.13	10/13/23-10/13/23
Toosi, Farah	Security Training	$31.13	11/21/23-11/21/23
Toosi, Farah	Unconscious Bias Training	$62.26	10/13/23-10/13/23
Toosi, Farah	SB1343 SHP Training	$93.39	11/21/23-11/21/23
Tukhi, Zolekha	New Faculty Bootcamp	$155.65	08/15/24-08/15/24
Ung, Ashley	Security Training	$31.13	10/25/23-10/25/23
Vaquera, Adriana	Security Training	$31.13	12/06/23-12/06/23
Vaquera, Adriana	Unconscious Bias Training	$62.26	12/06/23-12/06/23
Vasquez, Norma	Covid Training	$31.13	02/05/24-02/05/24
Vasquez, Norma	Unconscious Bias Training	$62.26	02/26/24-02/26/24
Vasquez, Norma	SB1343 SHP Training	$93.39	02/26/24-02/26/24
Vogel, Katherine	Covid Training	$31.13	08/22/23-08/22/23
Vogel, Katherine	Security Training	$31.13	10/24/23-10/24/23
Vogel, Katherine	SB1343 SHP Training	$93.39	10/24/23-10/24/23
Vu, Son	Security Training	$31.13	11/12/23-11/12/23
Vu, Son	SB1343 SHP Training	$93.39	11/12/23-11/12/23
Wang, Waeli	Security Training	$31.13	10/10/23-10/10/23
Waterbury, Laura	Covid Training	$31.13	08/25/23-08/25/23
Waterbury, Laura	Security Training	$31.13	11/07/23-11/07/23
Weller, Ashley	Covid Training	$31.13	12/26/23-12/26/23
Weller, Ashley	Unconscious Bias Training	$62.26	01/03/24-01/03/24
Weston, Joshua	Covid Training	$31.13	01/12/24-01/12/24
Wheaton, Megan	Covid Training	$31.13	04/23/24-04/23/24
Wilson, Julia	Covid Training	$31.13	01/23/24-01/23/24
Wilson, Julia	Unconscious Bias Training	$62.26	01/24/24-01/24/24
Wilson, Julia	SB1343 SHP Training	$93.39	01/23/24-01/23/24

C. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Wilson, Lucinda	Unconscious Bias Training	$62.26	05/29/24-05/29/24
Woods, Christopher	Covid Training	$31.13	07/31/24-07/31/24
Yacono, Candice	Security Training	$31.13	02/22/24-02/22/24
Yacono, Candice	Unconscious Bias Training	$62.26	02/22/24-02/22/24
Yore, Jason	Covid Training	$31.13	07/13/23-07/13/23
Yore, Jason	Security Training	$31.13	10/24/23-10/24/23
Zargar B, Amir	SB1343 SHP Training	$93.39	11/10/23-11/10/23
Zhao, Qingguo	Covid Training	$31.13	04/22/24-04/22/24
Zhao, Qingguo	Unconscious Bias Training	$62.26	04/17/24-04/17/24
Zimmer, Susan	Security Training	$31.13	10/19/23-10/19/23
General Fund/SC Month to Date:		**$21,372.46**	
SC APPROVED FISCAL YEAR TO DATE:		**$516,421.17**	

D. ADDITIONAL COMPENSATION: CATEGORICAL/RESTRICTED GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Ahsan, Syed	ELEVATE AAPI Faculty Mentor	$516.75	08/12/24-12/18/24
Centanino, Araceli	Develop Content for ETHN Studies	$2,500.00	05/25/24-08/07/24
Centanino, Araceli	Revise ETHN 10 & 10H	$662.60	07/01/24-08/16/24
Dinh, Uyen	ELEVATE AAPI Faculty Mentor	$516.75	08/12/24-12/18/24
Escamilla, Dorian	Guidance and Counseling FLEX Training	$186.78	08/16/24-08/16/24
Primicias, Graciella	SEAP ESL Community Practice	$124.52	08/16/24-08/16/24
Rivas, Daniel	SEAP ESL Community Practice	$124.52	08/16/24-08/16/24
Rivas, Daniel	SEAP ESL Community Practice	$124.52	09/27/24-09/27/24
Serpas, Summer	Eng. Matric. & Equity Workgroup	$93.39	09/26/24-09/26/24
Warner, Brent	FA24 SOCRC PD Ai&ELT	$413.47	10/11/24-10/11/24
Categorical/Restricted General Fund/IVC Month to Date:		**$5,263.30**	
IVC APPROVED FISCAL YEAR TO DATE:		**$301,506.75**	

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Abbas, Sam	Innovation Lab, F24	$1,120.68	09/01/24-09/30/24
Barrett, Samantha	Faculty Mentor	$1,245.20	08/20/24-12/01/24

D. ADDITIONAL COMPENSATION: CATEGORICAL/RESTRICTED GENERAL FUND

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Berghof, Alice	English Retreat 24	$249.04	09/20/24-09/20/24
Blumenthal, Emily	Create Accessible Course	$1,800.00	09/16/24-11/10/24
Call, Linda	Faculty Mentor	$2,241.36	08/20/24-12/01/24
Call, Linda	Remediation Workshops	$498.08	08/27/24-09/18/24
Camelot, Allison	Pathway to Law	$3,053.28	08/19/24-10/25/24
Cesareo, Claire	Undocumented Student Research	$1,600.08	09/15/24-12/06/24
Chau, Grace	Faculty Mentor	$809.38	08/20/24-09/02/24
Cioczek-Georges, Renata	SU2024 Math Workshop	$2,988.48	07/29/24-08/08/24
Cubbage, April	ZTC Category 2: SOC21	$800.00	09/16/24-10/06/24
Cubbage, April	POCR Rev. GD1	$457.61	09/18/24-09/25/24
DiGiacomo, Dominick	English Retreat 24	$249.04	09/20/24-09/20/24
Douglas, Ian	English Retreat 24	$249.04	09/20/24-09/20/24
East, Noah	English Retreat 24	$249.04	09/20/24-09/20/24
Franks Sayed, Donna	Innovation Lab, F24	$498.08	09/01/24-09/30/24
Frazier, Vanessa	English Retreat 24	$249.04	09/20/24-09/20/24
Giordano, Dave	SU2024 Math Workshop	$2,490.40	08/05/24-08/09/24
Gravell, Rachel	English Retreat 24	$249.04	09/20/24-09/20/24
Gross, Cynthia	N176 Coordination	$4,134.00	08/12/24-12/18/24
Gross, Cynthia	Faculty Champion Coordinator	$7,234.50	08/12/24-12/18/24
Hariri, Afshin	Innovation Lab, F24	$373.56	09/01/24-09/30/24
Huggins, Barbara	Faculty Mentor	$2,490.40	08/20/24-12/01/24
Huggins, Barbara	N171 Coordination	$4,134.00	10/01/24-11/29/24
Kaefer, Kenneth	English Retreat 24	$249.04	09/20/24-09/20/24
Machuca, Moises	Create Accessible Course	$1,800.00	09/16/24-11/10/24
Machuca, Moises	English Retreat 24	$249.04	09/20/24-09/20/24
Mackie, Julie	Faculty Champion/SIM Lab Coordinator	$2,988.48	08/14/24-09/25/24
Major, James	N170 Coordination	$2,067.00	08/20/24-12/01/24
Major, James	Faculty Champion/SIM Training	$1,556.50	09/02/24-11/29/24
Major, James	Surgical Technology Program Development	$3,113.00	09/02/24-11/29/24
Meshkin, Nahid	Faculty Mentor	$1,245.20	08/20/24-12/01/24
Meshkin, Nahid	Faculty Champion/SIM Training	$1,556.50	09/02/24-11/29/24
Murray, Peter	Innovation Lab, F24	$498.08	09/01/24-09/30/24
Murray, Peter	Innovation Lab, F24	$373.56	08/19/24-08/31/24
Perez, Christina	Create Accessible Course	$1,800.00	09/16/24-11/10/24
Pope, Laura	SWP Cosmo Marketing Coordination	$6,986.46	08/12/24-12/18/24
Razban, Erin	ZTC Category 2: GEOG1L	$800.00	08/19/24-09/26/24
Salas, Jennifer	ELLA ESL F24-2	$4,134.06	10/16/24-12/06/24

D. ADDITIONAL COMPENSATION: CATEGORICAL/RESTRICTED GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

Name	Activity	Not to Exceed Amount ($)	Effective Date
Salas, Jennifer	ELLA ESL F24-1	$4,134.06	08/19/24-10/15/24
Saucedo, Elissa	English Retreat 24	$249.04	09/20/24-09/20/24
Seddighzadeh, Noushin	Innovation Lab, F24	$498.08	09/01/24-09/30/24
Sienkiewicz, Laurie	N170 Coordination	$2,067.00	08/20/24-12/01/24
Smith, Arianna	N174 Coordination	$4,134.00	08/20/24-12/01/24
Szczurek, Anthony	Pathway to Law	$6,042.95	08/19/24-10/25/24
Taccini, Amy	Remediation Workshop	$311.30	09/11/24-09/11/24
Trodick, Scot	Innovation Lab, F24	$622.60	09/01/24-09/30/24
Valdez, Josue	Create Accessible Course	$1,800.00	09/16/24-11/10/24
Vaquera, Adriana	Undocumented Student Research	$1,600.08	09/15/24-12/06/24
Vogel, Erica	Undocumented Student Research	$1,600.08	09/15/24-12/06/24
Vogel, Erica	PICR Participant	$373.56	09/20/24-11/15/24
Ward, Robert	SU2024 Math Workshop	$2,490.40	08/05/24-08/09/24
Wolff, Michele	Faculty Mentor	$2,490.40	08/20/24-12/01/24
Wolff, Michele	N173 Coordination	$4,134.00	08/20/24-12/01/24
Yacono, Candice	English Retreat 24	$249.04	09/20/24-09/20/24
Categorical/Restricted General Fund/SC Month to Date:		**$101,676.84**	
SC APPROVED FISCAL YEAR TO DATE:		**$570,974.98**	

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, ENROLLMENT SERVICES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
MR. CHRISTIAN ALVARADO

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Christian Alvarado (hereinafter "Mr. Alvarado").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Enrollment Services. Mr. Alvarado is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Enrollment Services. Dean, Enrollment Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Mr. Alvarado shall perform all of the powers and duties of the position of Dean, Enrollment Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Alvarado may be transferred or assigned to any duties or positions for which they possess 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 Dean, Enrollment Services shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Enrollment Services' 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. Mr. Alvarado shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Mr. Alvarado shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Mr. Alvarado shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Mr. Alvarado may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Alvarado reaches this maximum amount, they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Alvarado shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Student Services.

6. Performance Evaluations.

6.1 The Vice President, Student Services will provide Mr. Alvarado with periodic opportunities to discuss the Vice President, Student Services/Dean, Enrollment Services relationship.

6. 2 The Vice President, Student Services will set Mr. Alvarado's goals for each 12-month period by June 20 of the preceding academic year. Mr. Alvarado's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Student Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Alvarado as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Alvarado in the performance of the duties of Dean, Enrollment Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Alvarado for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Mr. Alvarado, their spouse/registered domestic partner 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, Mr. Alvarado, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Mr. Alvarado in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Mr. Alvarado, this Agreement will terminate effective at the close of business on June 30, 2027. If Mr. Alvarado has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Enrollment Services may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Enrollment Services 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 Dean, Enrollment Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Enrollment Services may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Enrollment Services, provide the Dean, Enrollment Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Enrollment Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Enrollment Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Alvarado has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Enrollment Services 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 Mr. Alvarado'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 Dean, Enrollment Services is convicted of a crime constituting an "abuse of office," the Dean, Enrollment Services 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Christian Alvarado
Dean, Enrollment Services
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR DEAN, INSTRUCTIONAL SUPPORT AND TEACHING INNOVATIONS SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. KIM D'ARCY

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Kim d'Arcy (hereinafter "Dr. d'Arcy").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Instructional Support and Teaching Innovation**s**. Dr. d'Arcy is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Instructional Support and Teaching Innovations. Dean, Instructional Support and Teaching Innovations is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. d'Arcy shall perform all of the powers and duties of the position of Dean, Instructional Support and Teaching Innovations, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. d'Arcy may be transferred or assigned to any duties or positions for which they possess 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 Dean, Instructional Support and Teaching Innovations shall be according to the District Management Team Salary Schedule: Range 22, Step 6, $247,152 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 Dean, Instructional Support and Teaching Innovations' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. d'Arcy shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. d'Arcy shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Dr. d'Arcy shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. d'Arcy may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. d'Arcy reaches this maximum amount, they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. d'Arcy shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. d'Arcy with periodic opportunities to discuss the Vice President, Instruction/Dean, Instructional Support and Teaching Innovations relationship.

6. 2 The Vice President, Instruction will set Dr. d'Arcy's goals for each 12-month period by June 20 of the preceding academic year. Dr. d'Arcy performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. d'Arcy as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. d'Arcy in the performance of the duties of Dean, Instructional Support and Teaching Innovations.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. d'Arcy for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. d'Arcy, their spouse/registered domestic partner 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, Dr. d'Arcy, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. d'Arcy in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. d'Arcy, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. d'Arcy has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Instructional Support and Teaching Innovations may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Instructional Support and Teaching Innovations 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 Dean, Instructional Support and Teaching Innovations shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Instructional Support and Teaching Innovations may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Instructional Support and Teaching Innovations, provide the Dean, Instructional Support and Teaching Innovations with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Instructional Support and Teaching Innovations shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Instructional Support and Teaching Innovations shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. d'Arcy has previously acquired tenure in the District as a faculty member, they shall be so assigned upon the termination of this Agreement, and the terms and conditions of their employment will be the same as any other similarly situated faculty member. Termination of Dr. d'Arcy from their employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 *et seq.,* and 87660 *et seq*. Effective the date of hire as an administrator in the District, they will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count additional step placement in the event of administrative retreat.

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 Dean, Instructional Support and Teaching Innovations with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Instructional Support and Teaching Innovations 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 Dr. d'Arcy'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 Dean, Instructional Support and Teaching Innovations is convicted of a crime constituting an "abuse of office," the Dean, Instructional Support and Teaching Innovations 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Kim d'Arcy
Dean, Instructional Support and Teaching Innovations
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DIRECTOR, HEALTH AND WELLNESS CENTER
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. ANGELITO DELA CRUZ

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Angelito Dela Cruz (hereinafter "Dr. Dela Cruz").

IT IS HEREBY AGREED AS FOLLOWS:

1. Director, Health and Wellness Center. Dr. Dela Cruz is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Director, Health and Wellness Center. Director, Health and Wellness Center is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Dela Cruz shall perform all of the powers and duties of the position of Director, Health and Wellness Center, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Dela Cruz may be transferred or assigned to any duties or positions for which they possess 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 Director, Health and Wellness Center shall be according to the District Management Team Salary Schedule: Range 18, Step 3, $174,864 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 Director, Health and Wellness Center's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Dela Cruz shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Dela Cruz shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Dr. Dela Cruz shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Dela Cruz may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Dela Cruz reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Dela Cruz shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Student Services.

6. Performance Evaluations.

6.1 The Vice President, Student Services will provide Dr. Dela Cruz with periodic opportunities to discuss the Vice President, Student Services/Director, Health and Wellness Center relationship.

6. 2 The Vice President, Student Services will set Dr. Dela Cruz's goals for each 12-month period by June 20 of the preceding academic year. Dr. Dela Cruz's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Student Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Dela Cruz as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Dela Cruz in the performance of the duties of Director, Health and Wellness Center.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Dela Cruz for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Dela Cruz, their spouse/registered domestic partner 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, Dr. Dela Cruz, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Dela Cruz in writing of its decision not to renew this

Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Dela Cruz, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Dela Cruz has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Director, Health and Wellness Center may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Director, Health and Wellness Center 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 Director, Health and Wellness Center shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Director, Health and Wellness Center may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Director, Health and Wellness Center, provide the Director, Health and Wellness Center with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Director, Health and Wellness Center shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Director, Health and Wellness Center shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Dela Cruz has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Director, Health and Wellness Center with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Director, Health and Wellness Center 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 Dr. Dela Cruz'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 Director, Health and Wellness Center is convicted of a crime

constituting an "abuse of office," the Director, Health and Wellness Center 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Angelito Dela Cruz
Director, Health and Wellness Center
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, SOCIAL AND BEHAVIORAL SCIENCES
AND BUSINESS SCIENCES
IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. TRACI FAHIMI

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Traci Fahimi (hereinafter "Dr. Fahimi").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Social and Behavioral Sciences and Business Sciences. Dr. Fahimi is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027 as the Dean, Social and Behavioral Sciences and Business Sciences. Dean, Social and Behavioral Sciences and Business Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Fahimi shall perform all of the powers and duties of the position of Dean, Social and Behavioral Sciences and Business Sciences, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Fahimi may be transferred or assigned to any duties or positions for which they possess 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 Dean, Social and Behavioral Sciences and Business Sciences shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Social and Behavioral Sciences and Business Sciences' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Fahimi shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California

Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Fahimi shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Fahimi shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Fahimi may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Fahimi reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Fahimi shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Fahimi with periodic opportunities to discuss the Vice President, Instruction/Dean, Social and Behavioral Sciences and Business Sciences relationship.

6. 2 The Vice President, Instruction will set Dr. Fahimi's goals for each 12-month period by June 20 of the preceding academic year. Dr. Fahimi performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Fahimi as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Fahimi in the performance of the duties of Dean, Social and Behavioral Sciences and Business Sciences.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Fahimi for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Fahimi, their spouse/registered domestic partner 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, Dr. Fahimi, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any

extension of this contract, the Board shall advise Dr. Fahimi in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Fahimi, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Fahimi has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Social and Behavioral Sciences and Business Sciences may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Social and Behavioral Sciences and Business Sciences 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 Dean, Social and Behavioral Sciences and Business Sciences shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Social and Behavioral Sciences and Business Sciences may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Social and Behavioral Sciences and Business Sciences, provide the Dean, Social and Behavioral Sciences and Business Sciences with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Social and Behavioral Sciences and Business Sciences shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Social and Behavioral Sciences and Business Sciences shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Fahimi has previously acquired tenure in the District as a faculty member, they shall be so assigned upon the termination of this Agreement, and the terms and conditions of their employment will be the same as any other similarly situated faculty member. Termination of Dr. Fahimi from their employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 *et seq.,* and 87660 *et seq*. Effective the date of hire as an administrator in the District, they will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count additional step placement in the event of administrative retreat.

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 Dean, Social and Behavioral Sciences and Business Sciences with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Social and Behavioral Sciences and Business Sciences 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 Dr. Fahimi'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 Dean, Social and Behavioral Sciences and Business Sciences is convicted of a crime constituting an "abuse of office," the Dean, Social and Behavioral Sciences and Business Sciences 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Traci Fahimi
Dean, Social and Behavioral Sciences and Business Sciences
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, ARTS, MEDIA, PERFORMANCE AND DESIGN
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. SCOTT FARTHING

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Scott Farthing (hereinafter "Dr. Farthing").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Arts, Media, Performance, and Design. Dr. Farthing is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Arts, Media, Performance, and Design. Dean, Arts, Media, Performance, and Design is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Farthing shall perform all of the powers and duties of the position of Dean, Arts, Media, Performance, and Design, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Farthing may be transferred or assigned to any duties or positions for which they possess 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 Dean, Arts, Media, Performance, and Design shall be according to the District Management Team Salary Schedule: Range 22, Step 7, $259,500 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 Dean, Arts, Media, Performance, and Design's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Farthing shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Farthing shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Dr. Farthing shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Farthing may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Farthing reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Farthing shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Farthing with periodic opportunities to discuss the Vice President, Instruction/Dean, Arts, Media, Performance, and Design relationship.

6. 2 The Vice President, Instruction will set Dr. Farthing's goals for each 12-month period by June 20 of the preceding academic year. Dr. Farthing performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Farthing as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Farthing in the performance of the duties of Dean, Arts, Media, Performance, and Design.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Farthing for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Farthing, their spouse/registered domestic partner 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, Dr. Farthing, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Farthing in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. Farthing, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Farthing has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Arts, Media, Performance, and Design may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Arts, Media, Performance, and Design 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 Dean, Arts, Media, Performance, and Design shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Arts, Media, Performance, and Design may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Arts, Media, Performance, and Design, provide the Dean, Arts, Media, Performance, and Design with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Arts, Media, Performance, and Design shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Arts, Media, Performance, and Design shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Farthing has previously acquired tenure in the District as a faculty member, they shall be so assigned upon the termination of this Agreement, and the terms and conditions of their employment will be the same as any other similarly situated faculty member. Termination of Dr. Farthing from their employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 *et seq.,* and 87660 *et seq*. Effective the date of hire as an administrator in the District, they will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count additional step placement in the event of administrative retreat.

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 Dean, Arts, Media, Performance, and Design with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Arts, Media, Performance, and Design 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 Dr. Farthing'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 Dean, Arts, Media, Performance, and Design is convicted of a crime constituting an "abuse of office," the Dean, Arts, Media, Performance, and Design 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Scott Farthing
Dean, Arts, Media, Performance, and Design
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
EXECUTIVE DEAN, EXTENDED LEARNING, CATEGORICAL
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KARIMA FELDHUS

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Karima Feldhus (hereinafter "Dr. Feldhus").

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive Dean, Extended Learning, Categorical. Dr. Feldhus is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Executive Dean, Extended Learning, Categorical. Executive Dean, Extended Learning, Categorical is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Feldhus shall perform all of the powers and duties of the position of Executive Dean, Extended Learning, Categorical, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Feldhus may be transferred or assigned to any duties or positions for which they possess 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 Executive Dean, Extended Learning, Categorical shall be according to the District Management Team Salary Schedule: Range 23, Step 8, $285,768 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 Executive Dean, Extended Learning, Categorical's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Feldhus shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Feldhus shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Dr. Feldhus shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Feldhus may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Feldhus reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Feldhus shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Feldhus with periodic opportunities to discuss the Vice President, Instruction/ Executive Dean, Extended Learning, Categorical relationship.

6. 2 The Vice President, Instruction will set Dr. Feldhus' goals for each 12-month period by June 20 of the preceding academic year. Dr. Feldhus' performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Feldhus as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Feldhus in the performance of the duties of Executive Dean, Extended Learning, Categorical.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Feldhus for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Feldhus, their spouse/registered domestic partner 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, Dr. Feldhus, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Feldhus in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. Feldhus, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Feldhus has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Executive Dean, Extended Learning, Categorical may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Executive Dean, Extended Learning, Categorical 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 Executive Dean, Extended Learning, Categorical shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Dean, Extended Learning, Categorical may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Executive Dean, Extended Learning, Categorical, provide the Executive Dean, Extended Learning, Categorical with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Dean, Extended Learning, Categorical shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Dean, Extended Learning, Categorical shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Feldhus has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Executive Dean, Extended Learning, Categorical with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Dean, Extended Learning, Categorical 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 Dr. Feldhus' 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 Executive Dean, Extended Learning, Categorical is convicted of

a crime constituting an "abuse of office," the Executive Dean, Extended Learning, Categorical 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Karima Feldhus
Executive Dean, Extended Learning, Categorical
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
EXECUTIVE DEAN, HUMANITIES AND SOCIAL SCIENCES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
MS. CHRISTINA HINKLE

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Christina Hinkle (hereinafter "Ms. Hinkle").

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive Dean, Humanities and Social Sciences. Ms. Hinkle is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Executive Dean, Humanities and Social Sciences. Executive Dean, Humanities and Social Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Hinkle shall perform all of the powers and duties of the position of Executive Dean, Humanities and Social Sciences, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Hinkle may be transferred or assigned to any duties or positions for which they possess 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 Executive Dean, Humanities and Social Sciences shall be according to the District Management Team Salary Schedule: Range 23, Step 8, $285,768 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 Executive Dean, Humanities and Social Sciences' 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. Ms. Hinkle shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Hinkle shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Ms. Hinkle shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. Hinkle may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Hinkle reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Hinkle shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Ms. Hinkle with periodic opportunities to discuss the Vice President, Instruction/Executive Dean, Humanities and Social Sciences relationship.

6. 2 The Vice President, Instruction will set Ms. Hinkle's goals for each 12-month period by June 20 of the preceding academic year. Ms. Hinkle's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Hinkle as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Hinkle in the performance of the duties of Executive Dean, Humanities and Social Sciences.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Hinkle for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. Hinkle, their spouse/registered domestic partner 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, Ms. Hinkle, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Ms. Hinkle in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Ms. Hinkle, this Agreement will terminate effective at the close of business on June 30, 2027. If Ms. Hinkle has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Executive Dean, Humanities and Social Sciences may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Executive Dean, Humanities and Social Sciences 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 Executive Dean, Humanities and Social Sciences shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Dean, Humanities and Social Sciences may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Executive Dean, Humanities and Social Sciences, provide the Executive Dean, Humanities and Social Sciences with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Dean, Humanities and Social Sciences shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Dean, Humanities and Social Sciences shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Hinkle has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Executive Dean, Humanities and Social Sciences with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Dean, Humanities and Social Sciences 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 Ms. Hinkle'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 Executive Dean, Humanities and Social Sciences is convicted of a crime

constituting an "abuse of office," the Executive Dean, Humanities and Social Sciences 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Christina Hinkle
Executive Dean, Humanities and Social Sciences
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR ASSISTANT DEAN, CAREER AND TECHNICAL EDUCATION SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND MS. KARI IRWIN

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Kari Irwin (hereinafter "Ms. Irwin").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean, Career and Technical Education. Ms. Irwin is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Assistant Dean, Career and Technical Education. Assistant Dean, Career and Technical Education is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Irwin shall perform all of the powers and duties of the position of Assistant Dean, Career and Technical Education, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Irwin may be transferred or assigned to any duties or positions for which they possess 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 Assistant Dean, Career and Technical Education shall be according to the District Management Team Salary Schedule: Range 20, Step 8, $245,448 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 Assistant Dean, Career and Technical Education'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. Ms. Irwin shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Irwin shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Ms. Irwin shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. Irwin may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Irwin reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Irwin shall be entitled to compensation for unused and accrued vacation days at their 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 Dean, Economic and Workforce Advancement.

6. Performance Evaluations.

6.1 The Dean, Economic and Workforce Advancement will provide Ms. Irwin with periodic opportunities to discuss the Dean, Economic and Workforce Advancement/Assistant Dean, Career and Technical Education relationship.

6. 2 The Dean, Economic and Workforce Advancement will set Ms. Irwin's goals for each 12-month period by June 20 of the preceding academic year. Ms. Irwin's performance in achieving those goals and carrying out their other duties will be evaluated by the Dean, Economic and Workforce Advancement by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Irwin as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Irwin in the performance of the duties of Assistant Dean, Career and Technical Education.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Irwin for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. Irwin, their spouse/registered domestic partner 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, Ms. Irwin, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any

extension of this contract, the Board shall advise Ms. Irwin in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Irwin, this Agreement will terminate effective at the close of business on June 30, 2027. If Ms. Irwin has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean, Career and Technical Education may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Assistant Dean, Career and Technical Education 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 Assistant Dean, Career and Technical Education shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Assistant Dean, Career and Technical Education may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean, Career and Technical Education, provide the Assistant Dean, Career and Technical Education with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean, Career and Technical Education shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Assistant Dean, Career and Technical Education shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Irwin has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Assistant Dean, Career and Technical Education with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean, Career and Technical Education 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 Ms. Irwin'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 Assistant Dean, Career and Technical Education is convicted of a crime constituting an "abuse of office," the Assistant Dean, Career and Technical Education 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Kari Irwin
Assistant Dean, Career and Technical Education
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
ASSISTANT DEAN, HUMANITIES AND SOCIAL SCIENCES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JESSICA KAVEN

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Jessica Kaven (hereinafter "Dr. Kaven").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean, Humanities and Social Sciences. Dr. Kaven is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Assistant Dean, Humanities and Social Sciences. Assistant Dean, Humanities and Social Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Kaven shall perform all of the powers and duties of the position of Assistant Dean, Humanities and Social Sciences, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Kaven may be transferred or assigned to any duties or positions for which they possess 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 Assistant Dean, Humanities and Social Sciences shall be according to the District Management Team Salary Schedule: Range 20, Step 7, $233,760 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 Assistant Dean, Humanities and Social Sciences' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Kaven shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Kaven shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Dr. Kaven shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Kaven may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Kaven reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Kaven shall be entitled to compensation for unused and accrued vacation days at their 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 Executive Dean, Humanities and Social Sciences.

6. Performance Evaluations.

6.1 The Executive Dean, Humanities and Social Sciences will provide Dr. Kaven with periodic opportunities to discuss the Executive Dean, Humanities and Social Sciences/Assistant Dean, Humanities and Social Sciences relationship.

6. 2 The Executive Dean, Humanities and Social Sciences will set Dr. Kaven's goals for each 12-month period by June 20 of the preceding academic year. Dr. Kaven's performance in achieving those goals and carrying out their other duties will be evaluated by the Executive Dean, Humanities and Social Sciences by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Kaven as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Kaven in the performance of the duties of Assistant Dean, Humanities and Social Sciences.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Kaven for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Kaven, their spouse/registered domestic partner 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, Dr. Kaven, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any

extension of this contract, the Board shall advise Dr. Kaven in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Kaven, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Kaven has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean, Humanities and Social Sciences may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Assistant Dean, Humanities and Social Sciences 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 Assistant Dean, Humanities and Social Sciences shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Assistant Dean, Humanities and Social Sciences may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean, Humanities and Social Sciences, provide the Assistant Dean, Humanities and Social Sciences with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean, Humanities and Social Sciences shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Assistant Dean, Humanities and Social Sciences shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Kaven has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Assistant Dean, Humanities and Social Sciences with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean, Humanities and Social Sciences 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 Dr. Kaven'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 Assistant Dean, Humanities and Social Sciences is convicted of a crime constituting an "abuse of office," the Assistant Dean, Humanities and Social Sciences 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Jessica Kaven
Assistant Dean, Humanities and Social Sciences
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR VICE PRESIDENT, COLLEGE ADMINISTRATIVE SERVICES IRVINE VALLEY COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND MR. DAVIT KHACHATRYAN

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Davit Khachatryan (hereinafter "Mr. Khachatryan").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President, College Administrative Services. Mr. Khachatryan is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2028, as the Vice President, College Administrative Services. Vice President, College Administrative Services is a classified employee as defined in Education Code Section 87001.5(a), a classified administrator as defined in Education Code Section 87002(c), 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. Mr. Khachatryan shall perform all of the powers and duties of the position of Vice President, College Administrative Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Khachatryan may be transferred or assigned to any duties or positions for which they possess 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 President, College Administrative Services shall be according to the District Management Team Salary Schedule: Range 25, Step 8, $318,636 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 President, College Administrative Services' 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. Mr. Khachatryan shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Mr. Khachatryan shall accrue one day of sick leave for each full month of employment during

the term of this Agreement. Mr. Khachatryan shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Mr. Khachatryan may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Khachatryan reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Khachatryan shall be entitled to compensation for unused and accrued vacation days at their 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 President.

6. Performance Evaluations.

6.1 The President will provide Mr. Khachatryan with periodic opportunities to discuss the President/Vice President, College Administrative Services relationship.

6. 2 The President will set Mr. Khachatryan's goals for each 12-month period by June 20 of the preceding academic year. Mr. Khachatryan's performance in achieving those goals and carrying out their other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Khachatryan as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Khachatryan in the performance of the duties of Vice President, College Administrative Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Khachatryan for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Mr. Khachatryan, their spouse/registered domestic partner 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, Mr. Khachatryan, their spouse/registered domestic partner, 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 section 72411 and 72411.5. However, no later than December 31, 2027, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Khachatryan in writing of its decision not to

renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Mr. Khachatryan, this Agreement will terminate effective at the close of business on June 30, 2028. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 President, College Administrative Services 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 President, College Administrative Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President, College Administrative Services may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President, College Administrative Services, provide the Vice President, College Administrative Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President, College Administrative Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President, College Administrative Services 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 President, College Administrative Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President, College Administrative Services 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 Mr. Khachatryan'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 President, College Administrative Services is convicted of a crime constituting an "abuse of office," the Vice President, College Administrative Services 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Mr. Davit Khachatryan
Vice President, College Administrative Services
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
VICE PRESIDENT, STUDENT SERVICES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JENNIFER LABOUNTY

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Jennifer LaBounty (hereinafter "Dr. LaBounty").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President, Student Services. Dr. LaBounty is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2028, as the Vice President, Student Services. Vice President, Student Services is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. LaBounty shall perform all of the powers and duties of the position of Vice President, Student Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. LaBounty may be transferred or assigned to any duties or positions for which they possess 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 President, Student Services shall be according to the District Management Team Salary Schedule: Range 25, Step 7, $303,468 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 President, Student Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. LaBounty shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. LaBounty shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Dr. LaBounty shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. LaBounty may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. LaBounty reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. LaBounty shall be entitled to compensation for unused and accrued vacation days at their 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 President.

6. Performance Evaluations.

6.1 The President will provide Dr. LaBounty with periodic opportunities to discuss the President/Vice President, Student Services relationship.

6. 2 The President will set Dr. LaBounty's goals for each 12-month period by June 20 of the preceding academic year. Dr. LaBounty's performance in achieving those goals and carrying out their other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. LaBounty as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. LaBounty in the performance of the duties of Vice President, Student Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. LaBounty for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. LaBounty, their spouse/registered domestic partner 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, Dr. LaBounty, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2027, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. LaBounty in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. LaBounty, this Agreement will terminate effective at the close of business on June 30, 2028. If Dr. LaBounty has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President, Student Services may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 President, Student Services 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 President, Student Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President, Student Services may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President, Student Services, provide the Vice President, Student Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President, Student Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President, Student Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. LaBounty has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 President, Student Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President, Student Services 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 Dr. LaBounty'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 President, Student Services is convicted of a crime constituting an "abuse of office," the Vice President, Student Services 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Jennifer LaBounty
Vice President, Student Services
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, HEALTH AND WELLNESS
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. SHERRIE LOEWEN

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Sherrie Loewen (hereinafter "Dr. Loewen").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Health and Wellness. Dr. Loewen is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Health and Wellness. Dean, Health and Wellness is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Loewen shall perform all of the powers and duties of the position of Dean, Health and Wellness, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Loewen may be transferred or assigned to any duties or positions for which they possess 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 Dean, Health and Wellness shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Health and Wellness' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Loewen shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Loewen shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Dr. Loewen shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Loewen may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Loewen reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Loewen shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Loewen with periodic opportunities to discuss the Vice President, Instruction/Dean, Health and Wellness relationship.

6. 2 The Vice President, Instruction will set Dr. Loewen's goals for each 12-month period by June 20 of the preceding academic year. Dr. Loewen's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Loewen as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Loewen in the performance of the duties of Dean, Health and Wellness.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Loewen for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Loewen, their spouse/registered domestic partner 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, Dr. Loewen, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Loewen in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Loewen, this Agreement will terminate effective at the close of

business on June 30, 2027. If Dr. Loewen has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Health and Wellness may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Health and Wellness 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 Dean, Health and Wellness shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Health and Wellness may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Health and Wellness, provide the Dean, Health and Wellness with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Health and Wellness shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Health and Wellness shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Loewen has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Dean, Health and Wellness with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Health and Wellness 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 Dr. Loewen'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 Dean, Health and Wellness is convicted of a crime constituting an "abuse of office," the Dean, Health and Wellness 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Sherrie Loewen
Dean, Health and Wellness
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
EXECUTIVE DIRECTOR, COLLEGE FOUNDATION
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
MS. ELIZABETH MCCANN

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Elizabeth McCann (hereinafter "Ms. McCann").

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive Director, College Foundation. Ms. McCann is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Executive Director, College Foundation. Executive Director, College Foundation is a classified employee as defined in Education Code Section 87001.5(a), a classified administrator as defined in Education Code Section 87002(c), 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. Ms. McCann shall perform all of the powers and duties of the position of Executive Director, College Foundation, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. McCann may be transferred or assigned to any duties or positions for which they possess 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 Executive Director, College Foundation shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Executive Director, College Foundation'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. Ms. McCann shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. McCann shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Ms. McCann shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. McCann may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. McCann reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. McCann shall be entitled to compensation for unused and accrued vacation days at their 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 President.

6. Performance Evaluations.

6.1 The President will provide Ms. McCann with periodic opportunities to discuss the President/Executive Director, College Foundation relationship.

6. 2 The President will set Ms. McCann's goals for each 12-month period by June 20 of the preceding academic year. Ms. McCann's performance in achieving those goals and carrying out their other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. McCann as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. McCann in the performance of the duties of Executive Director, College Foundation.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. McCann for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. McCann, their spouse/registered domestic partner 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, Ms. McCann, their spouse/registered domestic partner, 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 section 72411 and 72411.5. However, no later than December 31, 2026, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. McCann in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If

the Board provides such written notice to Ms. McCann, this Agreement will terminate effective at the close of business on June 30, 2027. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Executive Director, College Foundation 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 Executive Director, College Foundation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Director, College Foundation may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Executive Director, College Foundation, provide the Executive Director, College Foundation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Director, College Foundation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Director, College Foundation 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 Executive Director, College Foundation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Director, College Foundation 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 Ms. McCann'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 Executive Director, College Foundation is convicted of a crime constituting an "abuse of office," the Executive Director, College Foundation 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Elizabeth McCann
Executive Director, College Foundation
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR DIRECTOR OF LEARNING ASSISTANCE SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND JENNIFER MCCONKEY

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Ms. Jennifer McConkey (hereinafter "Ms. McConkey").

IT IS HEREBY AGREED AS FOLLOWS:

1. Director of Learning Assistance. Ms. McConkey is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Director of Learning Assistance. Director of Learning Assistance is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. McConkey shall perform all of the powers and duties of the position of Director of Learning Assistance, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. McConkey may be transferred or assigned to any duties or positions for which they possess 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 Director of Learning Assistance shall be according to the District Management Team Salary Schedule: Range 17, Step 4, $175,152 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 Director of Learning Assistance'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. Ms. McConkey shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. McConkey shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Ms. McConkey shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. McConkey may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. McConkey reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. McConkey shall be entitled to compensation for unused and accrued vacation days at their 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 Dean, Instructional Support and Teaching Innovations.

6. Performance Evaluations.

6.1 The Dean, Instructional Support and Teaching Innovations will provide Ms. McConkey with periodic opportunities to discuss the Dean, Instructional Support and Teaching Innovations/Director of Learning Assistance relationship.

6. 2 The Dean, Instructional Support and Teaching Innovations will set Ms. McConkey's goals for each 12-month period by June 20 of the preceding academic year. Ms. McConkey's performance in achieving those goals and carrying out their other duties will be evaluated by the Dean, Instructional Support and Teaching Innovations by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. McConkey as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. McConkey in the performance of the duties of Director of Learning Assistance.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. McConkey for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. McConkey, their spouse/registered domestic partner 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, Ms. McConkey, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31st of any final year of any

extension of this contract, the Board shall advise Ms. McConkey in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. McConkey, this Agreement will terminate effective at the close of business on June 30, 2027. If Ms. McConkey has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Director of Learning Assistance may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Director of Learning Assistance 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 Director of Learning Assistance shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Director of Learning Assistance may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Director of Learning Assistance, provide the Director of Learning Assistance with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Director of Learning Assistance shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Director of Learning Assistance shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. McConkey has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Director of Learning Assistance with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Director of Learning Assistance 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 Ms. McConkey'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 Director of Learning Assistance is convicted of a crime constituting an "abuse of office," the Director of Learning Assistance 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Jennifer McConkey
Director of Learning Assistance
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR VICE CHANCELLOR, EDUCATIONAL AND TECHNOLOGY SERVICES BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. CHRISTOPHER MCDONALD

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Christopher McDonald (hereinafter "Dr. McDonald").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice Chancellor, Educational and Technology Services. Dr. McDonald is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2028, as the Vice Chancellor, Educational and Technology Services. Vice Chancellor, Educational and Technology Services is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. McDonald shall perform all of the powers and duties of the position of Vice Chancellor, Educational and Technology Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. McDonald may be transferred or assigned to any duties or positions for which they possess 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, Educational and Technology Services shall be according to the District Management Team Salary Schedule: Range 27, Step 8, $354,960 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, Educational and Technology Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. McDonald shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative

employees. Dr. McDonald shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. McDonald shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. McDonald may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. McDonald reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. McDonald shall be entitled to compensation for unused and accrued vacation days at their 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 Dr. McDonald with periodic opportunities to discuss the Chancellor/Vice Chancellor, Educational and Technology Services relationship.

6. 2 The Chancellor will set Dr. McDonald's goals for each 12-month period by June 20 of the preceding academic year. Dr. McDonald's performance in achieving those goals and carrying out their other duties will be evaluated by the Chancellor by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. McDonald as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. McDonald in the performance of the duties of Vice Chancellor, Educational and Technology Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. McDonald for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. McDonald, their spouse/registered domestic partner 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, Dr. McDonald, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2027, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. McDonald in writing of its decision not to renew this

Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. McDonald, this Agreement will terminate effective at the close of business on June 30, 2028. If Dr. McDonald has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice Chancellor, Educational and Technology Services may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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, Educational and Technology Services 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, Educational and Technology Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice Chancellor, Educational and Technology Services may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice Chancellor, Educational and Technology Services, provide the Vice Chancellor, Educational and Technology Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice Chancellor, Educational and Technology Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice Chancellor, Educational and Technology Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. McDonald has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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, Educational and Technology Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice Chancellor, Educational and Technology Services 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 Dr. McDonald'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, Educational and Technology Services is convicted of a crime constituting an "abuse of office," the Vice Chancellor, Educational and Technology Services 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Christopher McDonald
Vice Chancellor, Educational and Technology Services
South Orange County Community College District

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR EXECUTIVE DIRECTOR, COLLEGE FOUNDATION IRVINE VALLEY COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND MS. ELISSA ORANSKY

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Elissa Oransky (hereinafter "Ms. Oransky").

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive Director, College Foundation. Ms. Oransky is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Executive Director, College Foundation. Executive Director, College Foundation is a classified employee as defined in Education Code Section 87001.5(a), a classified administrator as defined in Education Code Section 87002(c), 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. Ms. Oransky shall perform all of the powers and duties of the position of Executive Director, College Foundation, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Oransky may be transferred or assigned to any duties or positions for which they possess 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 Executive Director, College Foundation shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Executive Director, College Foundation'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. Ms. Oransky shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Oransky shall accrue one day of sick leave for each full month of employment during the

term of this Agreement. Ms. Oransky shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. Oransky may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Oransky reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Oransky shall be entitled to compensation for unused and accrued vacation days at their 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 President.

6. Performance Evaluations.

6.1 The President will provide Ms. Oransky with periodic opportunities to discuss the President/Executive Director, College Foundation relationship.

6. 2 The President will set Ms. Oransky's goals for each 12-month period by June 20 of the preceding academic year. Ms. Oransky's performance in achieving those goals and carrying out their other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Oransky as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Oransky in the performance of the duties of Executive Director, College Foundation.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Oransky for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. Oransky, their spouse/registered domestic partner 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, Ms. Oransky, their spouse/registered domestic partner, 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 section 72411 and 72411.5. However, no later than December 31, 2026, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Oransky in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If

the Board provides such written notice to Ms. Oransky, this Agreement will terminate effective at the close of business on June 30, 2027. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Executive Director, College Foundation 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 Executive Director, College Foundation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Director, College Foundation may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Executive Director, College Foundation, provide the Executive Director, College Foundation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Director, College Foundation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Director, College Foundation 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 Executive Director, College Foundation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Director, College Foundation 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 Ms. Oransky'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 Executive Director, College Foundation is convicted of a crime constituting an "abuse of office," the Executive Director, College Foundation 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Elissa Oransky
Executive Director, College Foundation
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR DIRECTOR, EXTENDED OPPORTUNITY PROGRAMS AND SERVICES (EOPS) IRVINE VALLEY COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. ROSA PRADO

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Rosa Prado (hereinafter "Dr. Prado").

IT IS HEREBY AGREED AS FOLLOWS:

1. Director, Extended Opportunity Programs and Services (EOPS). Dr. Prado is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Director, EOPS. Director, EOPS is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Prado shall perform all of the powers and duties of the position of Director, EOPS, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Prado may be transferred or assigned to any duties or positions for which they possess 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 Director, EOPS shall be according to the District Management Team Salary Schedule: Range 17, Step 8, $212,880 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 Director, EOPS' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Prado shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative

employees. Dr. Prado shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Prado shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Prado may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Prado reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Prado shall be entitled to compensation for unused and accrued vacation days at their 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 Dean, Counseling Services.

6. Performance Evaluations.

6.1 The Dean, Counseling Services will provide Dr. Prado with periodic opportunities to discuss the Dean, Counseling Services/Director, EOPS relationship.

6. 2 The Dean, Counseling Services will set Dr. Prado's goals for each 12-month period by June 20 of the preceding academic year. Dr. Prado's performance in achieving those goals and carrying out their other duties will be evaluated by the Dean, Counseling Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Prado as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Prado in the performance of the duties of Director, EOPS.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Prado for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Prado, their spouse/registered domestic partner 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, Dr. Prado, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Prado in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. Prado, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Prado has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Director, EOPS may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Director, EOPS 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 Director, EOPS shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Director, EOPS may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Director, EOPS, provide the Director, EOPS with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Director, EOPS shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Director, EOPS shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Prado has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Director, EOPS with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Director, EOPS 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 Dr. Prado'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 Director, EOPS is convicted of a crime constituting an "abuse of office," the Director, EOPS 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Rosa Prado
Director, Extended Opportunity Programs and Services (EOPS)
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, HEALTH SCIENCES, KINESIOLOGY, AND ATHLETICS
IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KEITH SHACKLEFORD

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Keith Shackleford (hereinafter "Dr. Shackleford").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Health Sciences, Kinesiology, and Athletics. Dr. Shackleford is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Health Sciences, Kinesiology, and Athletics. Dean, Health Sciences, Kinesiology, and Athletics is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Shackleford shall perform all of the powers and duties of the position of Dean, Health Sciences, Kinesiology, and Athletics, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Shackleford may be transferred or assigned to any duties or positions for which they possess 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 Dean, Health Sciences, Kinesiology, and Athletics shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Health Sciences, Kinesiology, and Athletics' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Shackleford shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Shackleford shall accrue one day of sick leave for each full month of employment during

the term of this Agreement. Dr. Shackleford shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Shackleford may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Shackleford reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Shackleford shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Shackleford with periodic opportunities to discuss the Vice President, Instruction Dean, Health Sciences, Kinesiology, and Athletics relationship.

6. 2 The Vice President, Instruction will set Dr. Shackleford's goals for each 12-month period by June 20 of the preceding academic year. Dr. Shackleford's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Shackleford as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Shackleford in the performance of the duties of Dean, Health Sciences, Kinesiology, and Athletics.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Shackleford for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Shackleford, their spouse/registered domestic partner 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, Dr. Shackleford, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Shackleford in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. Shackleford, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Shackleford has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Health Sciences, Kinesiology, and Athletics may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Health Sciences, Kinesiology, and Athletics 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 Dean, Health Sciences, Kinesiology, and Athletics shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Health Sciences, Kinesiology, and Athletics may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Health Sciences, Kinesiology, and Athletics, provide the Dean, Health Sciences, Kinesiology, and Athletics with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Health Sciences, Kinesiology, and Athletics shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Health Sciences, Kinesiology, and Athletics shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Shackleford has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Dean, Health Sciences, Kinesiology, and Athletics with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Health Sciences, Kinesiology, and Athletics 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 Dr. Shackleford'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 Dean, Health Sciences, Kinesiology, and Athletics is convicted of a crime constituting an "abuse of office," the Dean, Health Sciences, Kinesiology, and Athletics 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Keith Shackleford
Dean, Health Sciences, Kinesiology, and Athletics
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, CAREER AND CONTINUING EDUCATION AND INTEGRATED DESIGN, ENGINEERING, AND AUTOMATION (IDEA)
IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
MS. DEBRA VANSCHOELANDT

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Debra Vanschoelandt (hereinafter "Ms. Vanschoelandt").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Career and Continuing Education and Integrated Design, Engineering and Automation (IDEA). Ms. Vanschoelandt is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Career and Continuing Education and IDEA. Dean, Career and Continuing Education and IDEA is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Vanschoelandt shall perform all of the powers and duties of the position of Dean, Career and Continuing Education and IDEA, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Vanschoelandt may be transferred or assigned to any duties or positions for which they possess 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 Dean, Career and Continuing Education and IDEA shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Career and Continuing Education and IDEA'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. Ms. Vanschoelandt shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the

California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Vanschoelandt shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Vanschoelandt shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. Vanschoelandt may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Vanschoelandt reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Vanschoelandt shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Ms. Vanschoelandt with periodic opportunities to discuss the Vice President, Instruction/Dean, Career and Continuing Education and IDEA relationship.

6. 2 The Vice President, Instruction will set Ms. Vanschoelandt's goals for each 12-month period by June 20 of the preceding academic year. Ms. Vanschoelandt's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Vanschoelandt as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Vanschoelandt in the performance of the duties of Dean, Career and Continuing Education and IDEA.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Vanschoelandt for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. Vanschoelandt, their spouse/registered domestic partner 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, Ms. Vanschoelandt, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Ms. Vanschoelandt in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Vanschoelandt, this Agreement will terminate effective at the close of business on June 30, 2027. If Ms. Vanschoelandt has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Career and Continuing Education and IDEA may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Career and Continuing Education and IDEA 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 Dean, Career and Continuing Education and IDEA shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Career and Continuing Education and IDEA may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Career and Continuing Education and IDEA, provide the Dean, Career and Continuing Education and IDEA with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Career and Continuing Education and IDEA shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Career and Continuing Education and IDEA shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Vanschoelandt has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Dean, Career and Continuing Education and IDEA with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Career and Continuing Education and IDEA 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 Ms. Vanschoelandt'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 Dean, Career and Continuing Education and IDEA is convicted of a crime constituting an "abuse of office," the Dean, Career and Continuing Education and IDEA 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Debra Vanschoelandt
Dean, Career and Continuing Education and
Integrated Design, Engineering and Automation
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR DEAN, ENROLLMENT SERVICES IRVINE VALLEY COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND MR. GREGORY VEGA

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Gregory Vega (hereinafter "Mr. Vega").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Enrollment Services. Mr. Vega is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Enrollment Services. Dean, Enrollment Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Mr. Vega shall perform all of the powers and duties of the position of Dean, Enrollment Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Vega may be transferred or assigned to any duties or positions for which they possess 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 Dean, Enrollment Services shall be according to the District Management Team Salary Schedule: Range 22, Step 5, $235,368 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 Dean, Enrollment Services' 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. Mr. Vega shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Mr. Vega shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Mr. Vega shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Mr. Vega may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Vega reaches this maximum amount, they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Vega shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Student Services.

6. Performance Evaluations.

6.1 The Vice President, Student Services will provide Mr. Vega with periodic opportunities to discuss the Vice President, Student Services/Dean, Enrollment Services relationship.

6. 2 The Vice President, Student Services will set Mr. Vega's goals for each 12-month period by June 20 of the preceding academic year. Mr. Vega's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Student Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Vega as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Vega in the performance of the duties of Dean, Enrollment Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Vega for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Mr. Vega, their spouse/registered domestic partner 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, Mr. Vega, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Mr. Vega in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Mr. Vega, this Agreement will terminate effective at the close of business on June 30, 2027. If Mr. Vega has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Enrollment Services may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Enrollment Services 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 Dean, Enrollment Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Enrollment Services may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Enrollment Services, provide the Dean, Enrollment Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Enrollment Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Enrollment Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Vega has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

Per California Education Code, Section 87458, and Board Policy 7250, the Academic Senate has reviewed Mr. Vega's education and experience and has determined that they do not possess qualifications in a specified discipline or disciplines similar in experience and education to those expected of a newly employed faculty member. Therefore, Mr. Vega does not have administrative retreat rights in the event that this Agreement is terminated or not renewed.

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 Dean, Enrollment Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Enrollment Services 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 Mr. Vega'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 Dean, Enrollment Services is convicted of a crime constituting an "abuse of office," the Dean, Enrollment Services 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Mr. Gregory Vega
Dean, Enrollment Services
Irvine Valley College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
VICE PRESIDENT, INSTRUCTION
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
MS. TRAM VO-KUMAMOTO

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Tram Vo-Kumamoto (hereinafter "Ms. Vo-Kumamoto").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President, Instruction. Ms. Vo-Kumamoto is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2028, as the Vice President, Instruction. Vice President, Instruction is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Vo-Kumamoto shall perform all of the powers and duties of the position of Vice President, Instruction, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Vo-Kumamoto may be transferred or assigned to any duties or positions for which they possess 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 President, Instruction shall be according to the District Management Team Salary Schedule: Range 25, Step 8, $318,636 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 President, Instruction'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. Ms. Vo-Kumamoto shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Vo-Kumamoto shall accrue one day of sick leave for each full month of employment during

the term of this Agreement. Ms. Vo-Kumamoto shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Ms. Vo-Kumamoto may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Vo-Kumamoto reaches this maximum amount they will cease to accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Vo-Kumamoto shall be entitled to compensation for unused and accrued vacation days at their 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 President.

6. Performance Evaluations.

6.1 The President will provide Ms. Vo-Kumamoto with periodic opportunities to discuss the President/Vice President, Instruction relationship.

6. 2 The President will set Ms. Vo-Kumamoto's goals for each 12-month period by June 20 of the preceding academic year. Ms. Vo-Kumamoto's performance in achieving those goals and carrying out their other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Vo-Kumamoto as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Vo-Kumamoto in the performance of the duties of Vice President, Instruction.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Vo-Kumamoto for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Ms. Vo-Kumamoto, their spouse/registered domestic partner 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, Ms. Vo-Kumamoto, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2027, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Ms. Vo-Kumamoto in writing of its decision not to renew

this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Vo-Kumamoto, this Agreement will terminate effective at the close of business on June 30, 2028. If Ms. Vo-Kumamoto has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President, Instruction may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 President, Instruction 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 President, Instruction shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President, Instruction may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President, Instruction, provide the Vice President, Instruction with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President, Instruction shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President, Instruction shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Vo-Kumamoto has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 President, Instruction with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President, Instruction 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 Ms. Vo-Kumamoto'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 President, Instruction is convicted of a crime constituting

an "abuse of office," the Vice President, Instruction 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Ms. Tram Vo-Kumamoto
Vice President, Instruction
Saddleback College

South Orange County Community College District

Office of Human Resources

AGREEMENT FOR EMPLOYMENT FOR
DEAN, MATH, SCIENCE, AND ENGINEERING
IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. LIANNA ZHAO

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2025, 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 Lianna Zhao (hereinafter "Dr. Zhao").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean, Math, Science, and Engineering. Dr. Zhao is hereby employed for a period of time commencing on July 1, 2025, and ending on June 30, 2027, as the Dean, Math, Science, and Engineering. Dean, Math, Science, and Engineering is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Zhao shall perform all of the powers and duties of the position of Dean, Math, Science, and Engineering, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Zhao may be transferred or assigned to any duties or positions for which they possess 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 Dean, Math, Science, and Engineering shall be according to the District Management Team Salary Schedule: Range 22, Step 8, $272,472 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 Dean, Math, Science, and Engineering's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Zhao shall be required to render 12 months of full and regular service equal to 260 days (depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Zhao shall accrue one day of sick leave for each full month of employment during the term

of this Agreement. Dr. Zhao shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement. Dr. Zhao may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Zhao reaches this maximum amount they will cease to earn or accrue additional vacation benefits until their balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Zhao shall be entitled to compensation for unused and accrued vacation days at their 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 Vice President, Instruction.

6. Performance Evaluations.

6.1 The Vice President, Instruction will provide Dr. Zhao with periodic opportunities to discuss the Vice President, Instruction/Dean, Math, Science, and Engineering relationship.

6. 2 The Vice President, Instruction will set Dr. Zhao's goals for each 12-month period by June 20 of the preceding academic year. Dr. Zhao's performance in achieving those goals and carrying out their other duties will be evaluated by the Vice President, Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Zhao as actually budgeted, and in accordance with District policies and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Zhao in the performance of the duties of Dean, Math, Science, and Engineering.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Zhao for travel expenses to locations other than District colleges or District educational sites in accordance with District policies and regulations.

8. Fringe Benefits. The District shall provide to Dr. Zhao, their spouse/registered domestic partner 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, Dr. Zhao, their spouse/registered domestic partner, 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 section 72411. However, no later than December 31, 2026, or no later than December 31 of any final year of any extension of this contract, the Board shall advise Dr. Zhao in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the

Board provides such written notice to Dr. Zhao, this Agreement will terminate effective at the close of business on June 30, 2027. If Dr. Zhao has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean, Math, Science, and Engineering may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year under the same terms and conditions as are set forth herein.

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 Dean, Math, Science, and Engineering 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 Dean, Math, Science, and Engineering shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean, Math, Science, and Engineering may, at their own expense, be represented at this meeting by counsel of their choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean, Math, Science, and Engineering, provide the Dean, Math, Science, and Engineering with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean, Math, Science, and Engineering shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean, Math, Science, and Engineering shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Zhao has not previously acquired tenure in the District as a faculty member, they shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the District's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, they will be placed on the appropriate Range and Step of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

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 Dean, Math, Science, and Engineering with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean, Math, Science, and Engineering 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 Dr. Zhao'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 Dean, Math, Science, and Engineering is convicted of a crime constituting an "abuse of office," the Dean, Math, Science, and Engineering 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*. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

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

_____ Dated _____

Dr. Julianna M. Barnes
Chancellor
South Orange County Community College District

_____ Dated _____

Dr. Lianna Zhao
Dean, Math, Science and Engineering
Irvine Valley College

11. HUMAN RESOURCES

Subject	**11.2 SOCCCD: Classified Personnel Actions/Ratifications - Regular Items**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees ratify the classified employee personnel actions as shown in Exhibits A and B.

BACKGROUND

In accordance with Board Policies 2430 and 7110, the Board of Trustees must ratify all SOCCCD employee actions.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibits A and B.

Item Submitted By: *Dr. Cindy Vyskocil, Vice Chancellor, Human Resources*

File Attachments
HR - Classified Agenda - Exhibit A - 11.18.24.pdf (839 KB)
HR - Classified Agenda - Exhibit B - 11.18.24.pdf (711 KB)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED
PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **CLASSIFIED EMPLOYMENT** (Ratified – Pursuant to Board Policy 7110)

   a. CARDENAS, MAYA, ID #027818, is to be employed as Program Coordinator Categorical, Pos. #P0023873, College Equity, Inclusion and Access, Irvine Valley College, CSEA Classified Bargaining Unit Salary Schedule Range 134, Step 3, 40 hours per week, 12 months per year, effective November 18, 2024. Employment in this position is contingent upon funding by the Dreamer Resource Liaisons and LGBTQ+. This position was approved by the Chancellor on December 4, 2023.

B. REORGANIZATION/RECLASSIFICATION

1. SADDLEBACK COLLEGE seeks authorization to reorganize the following Classified position, within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.

   a. **REORGANIZE** LABORATORY TECHNICIAN, GRAPHICS, Pos. #P0003259, Arts, Media, Performance & Design (AMPD), CSEA Classified Bargaining Unit Salary Schedule Range 122, part-time, 20 hours per week, 12 months per year; to SENIOR LABORATORY TECHNICIAN, DESIGN, Arts, Media, Performance & Design (AMPD), CSEA Classified Bargaining Unit Salary Schedule Range 130, full-time, 40 hours per week, 12 months per year position, effective November 18, 2024. This reorganization was approved by the Chancellor on November 4, 2024. (Exhibit B)

      i. **REORGANIZE** BALDWIN, WILLIAM, ID #010311, from LABORATORY TECHNICIAN, GRAPHICS, Pos. #P0003259, Arts, Media, Performance & Design (AMPD), CSEA Classified Bargaining Unit Salary Schedule Range 122, Step 8, part-time, 20 hours per week, 12 months per year; to SENIOR LABORATORY TECHNICIAN, DESIGN, Arts, Media, Performance & Design (AMPD), CSEA Classified Bargaining Unit Salary Schedule Range 130, Step 5, full-time, 40 hours per week, 12 months per year, effective November 18, 2024.

C. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR FOR POSITIONS

1. INFANT/TODDLER SPECIALIST, Pos. #P0012659, CSEA Classified Bargaining Unit Salary Schedule Range 122, Child Development Center, Saddleback College, seeks authorization to increase the hours per week for this part-time, 27.5 hours per week, 12 months per year position, to full-time, 40 hours per week,12 months per year, effective November 18, 2024. (Position # P0012659, is appointed to Ullrich, Karen, ID #019167)

D. CHANGE OF STATUS

1. MENDOZA MORA, FRANCISCO, ID #023006, HVAC TECHNICIAN, Pos. #P0003956, CSEA Classified Bargaining Unit Salary Schedule Range 128, Step 3, 40 hours per week, 12 months per year, Facilities and Maintenance, Irvine Valley College, has accepted a promotion to SENIOR HVAC TECHNICIAN, Pos. #P0004294, Facilities and Maintenance, Irvine Valley College, CSEA Classified Bargaining Unit Salary Schedule Range 130, Step 3, 40 hours per week, 12 months per year, effective October 28, 2024, per the CSEA contract, Article 13.

E. <u>OUT OF CLASS ASSIGNMENTS</u> – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. IRVINE VALLEY COLLEGE **returned** the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

Name	Permanent Assignment	Temporary Assignment	Range/ Step	Hours	Effective Date
Mendoza Mora, Francisco	P0003956, HVAC Technician	P0025609, Senior HVAC Technician (OOC)	128/3	40	10/27/2024

F. <u>OUT OF CLASS ASSIGNMENTS</u> – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. IRVINE VALLEY COLLEGE **placed** the following permanent classified employees in temporary and/or out of class assignments.

Name	Permanent Assignment	Temporary Assignment	Range/ Step	Hours	Effective Date
Bartholomew, Tammy	P0006907, Program Assistant, Categorical	P0027357, Senior Administrative Assistant (OOC)	127/1	40	10/30/2024

G. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

1. PINTO, ANDREW, ID #016071, Testing Center Assistant, Categorical, #P0016821, Economic and Workforce Development and Integrated Design, Engineering, and Automation, Irvine Valley College, layoff effective December 1, 2024. (39 Month EC 88117,88127).

2. READMAN, JOSH, ID #027320, Senior Purchasing and Contracts Specialist, #P0024995, Purchasing and Contracts, District Services, separation effective October 17, 2024.

3. SUNDEEN, POLLY, ID #001997, Senior Administrative Assistant, #P0003410, Enrollment Services, Irvine Valley College, retirement - pension effective October 30, 2024. Start date: May 26, 1988. Length of Service: 36 years, 5 months.

4. THOMPSON, MARIE, ID #019966, Payroll Specialist, #P0006905, Payroll, District Services, retirement effective December 31, 2024. Start date: August 20, 2014. Length of Service: 10 years, 4 months.

5. WILCOX, JOHN, ID #023033, Testing Center Specialist, Categorical, #P0004358, Economic and Workforce Development and Integrated Design, Engineering, and Automation, Irvine Valley College, layoff effective December 1, 2024. (39 Month EC 88117,88127).

South Orange County Community College District

SENIOR LABORATORY TECHNICIAN, DESIGN
JC #XXXX
C.S.E.A. Classified Bargaining Unit Salary Range 130

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from an assigned manager and/or designee, performs complex technical work in an instructional learning environment for a highly technical or complex subject area; exercises judgment and initiative in coordinating labs and other instructional facilities and materials within the assigned area; provides a high level of academic assistance to assigned instructors; provides direct technical and operational support for various school related functions including field trips, approved club activities, student co-curricular activities, and other related projects and activities, as assigned; provides direction to, or otherwise supports, students working on specialized projects; oversees and provides functional and technical work direction to lower-level staff, students, and volunteers.

DISTINGUISHING CHARACTERISTICS

Positions in the Senior Lab Technician class are distinguished from the Lab Technician by the level of responsibility assumed and the complexity of duties assigned. Employees assume greater responsibility for more technical aspects of a learning program, perform at a skill level with a considerable degree of independence, and operate complex apparatuses, equipment and machines. In addition, the Senior Lab Technician must possess extensive technical or academic training and experience in the assigned field, set up complex labs, monitor assigned budgets, order and inventory laboratory supplies and materials and provide significant academic assistance to assigned instructors. Employees at this level are required to be fully trained in all procedures related to the assigned area of responsibility and are fully aware of the operating policies and procedures of the work unit.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Prepares, opens, and operates assigned labs and other areas within the area of assignment; participates in the planning, coordination, and execution of a variety of related functions, small- and large-scale events, approved club meetings, and events related to the area of assignment, as required.
- Develops, updates, and maintains classroom and lobby displays; updates and maintains school, departmental, and related websites; creates related content, as required.
- Assists in the recruitment and retention of students within the assigned area; designs and distributes promotional materials and assists in promotional events on- and off- campus; plans and organizes student participation in local, regional, and national contests, competitions, and conferences, as required.

In collaboration with faculty, coordinates, plans, and participates in field trips, as required; requisitions and drives vans, if necessary, orders/assembles supplies, and performs other related tasks; loads and sets-up equipment; assists instructors and students, as necessary.

Participates in the planning and implementation of laboratory exercises; implements new or modified policies and procedures, as required.

Prepares for laboratory demonstrations; sets up laboratory apparatuses; trains and assists faculty, staff, and students in the use of a variety of laboratory equipment, materials, instruments, and supplies; monitors students involved in laboratory and other related activities and projects.

Maintains a clean, safe, and orderly environment; ensures compliance with established laboratory policies, procedures, regulations, and safety precautions; performs routine and minor repairs on laboratory equipment; maintains, cleans, and tests equipment; demonstrates safety and emergency procedures in class and laboratory situations; responds to laboratory emergencies; refers unresolved problems to supervisor.

Assists instructors in developing instructional materials, study sheets, visual instructional aides, sample exercises and exams, and laboratory experiments; may assist in grading exams and maintaining related records.

Provides assistance to students on a variety of laboratory, course, and project related matters; reviews student work in progress and assists in resolving problems; assists students with specialized research projects.

Orders, acquires, and maintains an inventory of supplies, materials, and equipment for assigned area, activities, and related projects; stores, discards, and rotates materials according to standard procedures; researches and evaluates products, equipment, and vendors; orders, receives, assembles, and tests new equipment; contacts vendors and prepares contracts for software, equipment, and repairs, as necessary.

Participates in budget preparation and administration for assigned area and related activities/projects; prepares cost estimates for budget recommendations; submits justifications for budget items; monitors and controls expenditures.

Provides functional and technical lead direction and training to lower-level staff, student workers, and/or volunteers; assists in the selection of work-study students and/or student workers.

Responds to inquiries and requests for information; answers phones; relays messages for faculty and staff.

Attends a variety of meetings, workshops, conferences, presentations, and training sessions, as required; maintains compliance with mandatory trainings and certifications as directed by supervisor; attends and participates in diversity, equity, and inclusion trainings and events.

Fosters a collaborative and inclusive environment that promotes creativity and professionalism; establishes and maintains cooperative working relationships with students, staff, and faculty, as well as various outside groups to ensure efficient, effective, and correct implementation of school/departmental objectives.

Uses District, College, State, and Federal regulations, policies, and procedures to provide accurate information to students, staff, faculty, and others; abides by all confidentiality practices required by department, state, and federal policies, laws, rules, and regulations; adheres to and enforces procedures and guidelines.

May perform the duties of lower-level classifications within the area of assignment, as needed.
May work occasional nights/weekends, as required.
Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Philosophy, operational characteristics, services, activities, goals, and objectives of the assigned area; specialized functions, activities, operations, rules, regulations, requirements, and restrictions related to the area of assignment; terminology, techniques, equipment, materials, principles, theories, practices, and procedures related to the area of assignment.
Pertinent federal, state, and local laws, codes, rules, regulations, policies, and procedures related to the area of assignment.
Operational characteristics of laboratory apparatus, equipment and materials pertaining to assigned laboratory and subject area.
Advanced theories and applications of the assigned subject matter.
Advanced principles and practices of laboratory operations.
Proper methods of storing equipment, materials, chemicals, and supplies used within the assigned laboratory.
Basic mathematical principles and concepts.
Basic principles and practices of budget preparation and administration.
Principles, practices, and procedures of research and report preparation.
Current office practices, procedures, methods, and computer equipment, software, and applications related to the work.
Principles and practices used to establish and maintain files and information retrieval systems; principles and practice of recordkeeping.
Work organization principles and practices.
Effective written and oral communication skills including correct English usage, grammar, spelling, punctuation, and vocabulary.
Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
Techniques for providing a high level of customer service.
Interpersonal skills using tact, patience, and courtesy.
Techniques to facilitate effective interaction with people on an individual or group basis.
Confidentiality requirements when dealing with personal and sensitive student information.
Occupational hazards and standard safety policies and procedures.
District and College organization, operations, policies, and objectives.
Principles and practices of providing training and guidance to lower-level staff and student workers.

Ability to:

Perform complex technical work in an instructional learning environment for a highly

technical or complex subject area.

Perform duties at an advanced skill level with a considerable degree of independence.

Provide assistance to students on matters related to assigned laboratories and projects.

Provide assistance to instructors in the development of laboratory demonstrations and relevant materials.

Correctly and efficiently set up laboratory equipment and materials used in exercises and demonstrations.

Operate, understand the mechanical function of, troubleshoot, and perform routine maintenance and repairs on, laboratory equipment within assigned area.

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

Participate in budget preparation and administration.

Maintain an adequate inventory of materials for instructional programs.

Effectively utilize computer applications and equipment in the performance of duties; adapt to changing technologies and learn functionality of new equipment, programs, and systems as they evolve.

Learn and understand the organization and operation of the assigned department as necessary to assume assigned responsibilities; understand, explain, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances; work within the policies, functions, and requirements of area of assignment.

Communicate clearly and concisely, both orally and in writing in English; use correct English grammar, spelling, punctuation, and vocabulary; understand and follow oral and written directions in English; listen actively and effectively.

Develop, maintain, and foster effective working relationships involving interactions and communications personally, by phone, and in writing with a variety of individuals and/or groups from diverse backgrounds on a regular, ongoing basis.

Interact extensively with and respond to requests and inquiries from students, faculty, staff, and the public; effectively present information in person or on the telephone to students, staff, or the public; provide excellent customer service.

Operate office equipment including hardware, software, and devices supporting word processing, database management, and spreadsheets; type or enter data at a speed necessary for successful job performance; research, compile, analyze, and interpret data; maintain accurate filing, record keeping, and tracking systems; apply excellent organization skills and attention to detail; compose and prepare correspondence and memoranda; maintain filing systems; prepare documentation, reports, and other written materials.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Work effectively under pressure with frequent interruptions and a high degree of public contact on a variety of tasks concurrently while meeting established deadlines and changing priorities; concentrate on detailed tasks for extended periods of time; work confidentially, independently, and collaboratively.

Exercise good judgment, discretion, and personal initiative in resolving confidential, difficult, and sensitive situations, according to established policies and procedures; use

sound judgment in recognizing scope of authority; maintain critical and sensitive information, records, and reports confidentially.
Provide training and work direction to assigned temporary and student staff.
Report to work on a regular and consistent basis, as scheduled, to assigned job.
Maintain the cleanliness, safety, and organization of assigned area; ensure adherence to safe work practices and procedures; monitor activities in assigned area and enforce policies for proper use and behavior.
Participate in trainings, meetings, and other events/activities on-site and off-site as required.
May work evening/weekend shifts, as required.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:
Equivalent to a bachelor's degree from an accredited college or university with major course work in graphic design, fashion, interior design, architecture, or a related design field.

Experience:
Three years of increasingly responsible experience working in graphic design, fashion, interior design, architecture materials and equipment, or other related design fields.

License:
A current, valid California Driver License and proof of insurance may be required for some positions within the District.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both outdoor and indoor environments; work is performed primarily in a laboratory setting; may be exposed to noise, electrical energy, smoke, fumes, noxious odors, and gases; work with laboratory equipment and apparatus. Occasional exposure to risks controlled by safety precautions. May also work outside with exposure to the elements and inclement weather during observations and field trips.
Physical: Primary functions require sufficient physical ability and mobility to work in a laboratory setting; to stand or sit for prolonged periods of time; to regularly stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate amounts of weight; to operate laboratory equipment and apparatus requiring repetitive hand movement and fine coordination; to verbally communicate to exchange information.
Vision: See in the normal visual range with or without correction; distinguish color.
Hearing: Hear in the normal audio range with or without correction.

District Human Resources (LM): October 30, 2024
Ratified by the Board of Trustees:

11. HUMAN RESOURCES

Subject	**11.3 SOCCCD: California School Employees Association (CSEA) Chapter 586 – Memorandum of Understanding for Hybrid/Remote Work Program #B (2024-2025)**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	Approve Memorandum of Understanding with CSEA.

BACKGROUND

The District and the California School Employees Association (CSEA) have entered into an agreement for a new pilot Hybrid/Remote Work Program that will be in effect for at least 12 months after implementation.

STATUS

This agreement is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the California School Employees Association Memorandum of Understanding between the District and CSEA for the Hybrid/Remote Work Program #B, as shown in Exhibit A.

Item Submitted By: *Dr. Cindy Vyskocil, Vice Chancellor, Human Resources*

File Attachments
SOCCCD California School Employees Association (CSEA) Chapter 586 – Memorandum of Understanding for HybridRemote Work Program #B (2024-2025).pdf (1,395 KB)

MEMORANDUM OF UNDERSTANDING
FROM THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 586 (CSEA)

~~EXPANDED~~ HYBRID/REMOTE WORK PILOT ~~II~~ B– Effective 2024-2025

October 15, 2024

The South Orange County Community College District (District) and the California School Employees Association and its South Orange County Community College District Chapter No. 586 (CSEA) enter into this Memorandum of Understanding (MOU) and is expressly made pursuant to the Educational Employment Relations Act **(EERA)** and the Collective Bargaining Agreement **(CBA)** between the parties. The purpose of the MOU is to extend and expand the terms and conditions defined in Article 7.14 of the 2024-2027 Collective Bargaining Agreement, concerning remote work for CSEA unit members. The Parties agree as follows:

1. **~~Expanded Remote/Hybrid~~ Hybrid/Remote Program ~~II~~ B** – The District and CSEA understand and acknowledge that there are operational benefits to offering a hybrid/remote work program where it does not negatively impact the delivery of programs and services as determined by the District. The purpose of this MOU is to expand upon the existing language in the CBA.

2. **Temporary Program Term** – **~~Hybrid-remote work assignments shall be a cooperative effort between the employee and the department. A hybrid/remote work assignment is a privilege and does not establish any employee rights or entitlements.~~ The Hybrid/Remote Work ~~Pilot~~Program B ~~program~~ will be effective for a period of twelve (12) months upon implementation. Any modifications to this program will be negotiated between the District and CSEA.**

3. **Parameters** – **Hybrid-remote work assignments shall be a cooperative effort between the employee and the department. A hybrid/remote work assignment is a privilege and does not establish any employee rights or entitlements.** Any approved hybrid/remote work assignment under this MOU shall be limited to a maximum assignment of not more than one (1) day hybrid/remote per week for fall~~,~~ **and** spring~~, and the summer 4/10 schedule~~. ~~There shall be no eligibility for hybrid/remote during the summer 4/10 schedule or for individuals working an alternative or variable schedule (e.g. 9/80) unless otherwise approved by the Chancellor. Exceptions may be approved by the president or area vice chancellor (or designee).~~ **Upon the Chancellor's approval, hybrid-remote work assignments shall be available during the summer 4/10 schedule.**

4. **~~IneligibleLimited~~ Highly Restricted Departments/Divisions** – Positions and departments where the primary responsibilities **~~only allow for a limited hybrid/remote work assignment will be eligible of up to 1 (one) day hybrid/remote work per month~~ cannot be effectively performed remotely are not eligible for this hybrid-remote work pilot,** including but not limited to, the following:

   - *Child Development Center* – ~~all employees~~ **~~unit members~~**
   - *Facilities ~~and~~ Maintenance**, and Operations*** ~~*Offices (FMO)* – all employees unit members~~
   - *Health and Wellness Centers* – ~~all employees~~ **~~unit members~~**
   - *College Police Departments* – ~~all employees~~ **~~unit members~~**
   - *Central Services (warehouse/mailroom)* – ~~all employees~~ **~~unit members~~**

   Upon approval by the president, positions that allow for hybrid-remote assignment may be eligible to participate in Program B.

~~Unit members in the above departments/divisions which qualify for a limited hybrid/remote assignment may complete online and computer-based support tasks including, but not limited to:~~

- ~~District provided online modules~~
- ~~Department/Division operational system support processes, duties, and tasks~~

5. **Exceptions – Exceptions to any of the above require approval by the College President or, for unit members assigned at the District office, the responsible Vice Chancellor. Positions where the primary responsibilities require a physical presence at the worksite, either to accomplish the required work or to provide face-to-face customer services, may not be eligible for remote work even if not on the ~~foregoing~~ above list. Examples may include, without limitation, positions where in-person customer service responsibilities cannot feasibly be back-filled by other unit members. ~~Positions that are not suitable for a remote/hybrid assignment may be considered for alternate and/or variable work schedules, consistent with the terms of Article 7 of the 2024-2027 CBA if approved by the president or area vice chancellor.~~**

6. **~~Enrollment~~ Employee Requests for Hybrid/Remote Program B Assignment** – Before participating in this Pilot program, a participating unit member must complete and submit a "Voluntary Hybrid/Remote Work Assignment Request Form" for submission to and approval by the College President and/or responsible Vice Chancellor. The participating unit member must complete and submit this form prior to beginning their participation in this voluntary hybrid/remote work pilot program. Completion and submission of this ~~F~~form requires the participating unit member to agree **to the terms of the Voluntary Hybrid-Remote Work Assignment Request Form which include the following~~, among other things, that~~**:

   a. They understand that in order to maintain on-campus student/operational support, the unit member may be assigned a remote workday ~~other than Friday if approved for remote work.; that~~ **If approved for a remote work assignment and working on campus ~~on Fridays~~**, ~~those working on campus~~ the unit member may need to provide coverage for those working remotely **within their own business unit, including those outside of their own business unit; in alignment with the principles of Caring Campus, ~~and~~ the unit member may require some degree of cross training and may be assigned a workstation other than their usual workstation when working ~~Fridays~~ on campus in order to provide remote work opportunities for the maximum number of unit members, including those who work in smaller units.**

   b. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. ~~However, when approved for remote work, some unit members may have to perform their regular duties, or similar duties, in an alternative reporting location (e.g. a different office) in order to afford remote work opportunities to the largest number of unit members. The performance of regularly assigned duties, or similar duties, in a different office location shall not be considered an "out of class" assignment unless the unit member is explicitly directed to perform duties of a higher classification for more than five (5) working days within a fifteen (15) calendar day period.~~

   c. The use of **alcohol or controlled substances as defined in the California Health and Safety Code** ~~drugs or alcohol~~ is prohibited during a hybrid/remote work assignment, in the same manner as would apply when physically present on a District site.

   d. The unit member ~~must~~ **shall** be ~~reachable~~ **working in real time at their remote home worksite and at all times during work hours, must be available in real time (within reason), and must check District-related** ~~by either~~ email, ~~tele~~phone, ~~or~~ **messaging,**

or other designated communication methods on a consistent basis as if working at a District work site, **within their established work schedule**.

e. The unit member shall not deviate from their assigned work schedule and **must take their breaks and lunches as scheduled** ~~will take designated rest and meal breaks during their voluntary hybrid/remote work assignment in full compliance of the applicable collective bargaining agreement~~ **and continue to report absences and vacation time off in Workday or applicable system.**

~~f. By participating in the Voluntary Hybrid/Remote Work program, the unit member acknowledges that it is their responsibility to read, understand and comply with all Board Policies and Administrative Regulations in connection with remote work expectations, including but not limited to: BP and AR 3055: Institutional Code of Conduct; BP and AR 3550: Drug Free Environment and Prevention Program; AR 3720: Electronic Communications; AR 3725: Information Security Program Overview; AR 3727: Information Security Access Control; and AR 3730: Information Security-Remote Access.~~

g. The District shall provide District-mandated technology equipment as necessary to facilitate unit members to perform their hybrid/remote duties. The unit member shall **ensure compliance with District Board Policy and Administrative Regulations while assigned hybrid/remote duties, and shall** be responsible for ensuring the suitability of their **in-home** ~~remote~~ workstation, including ergonomics, and shall have access to District provided video guide(s) to ergonomics.

This MOU does not modify either parties' rights under the current effective CBA or the EERA, is non-citable, non-precedential, and shall not be relied on as the basis for the establishment of any past practice for any other purpose, except as provided for herein. The Parties acknowledge that this MOU is subject to ratification by CSEA and subsequent approval by the Board of Trustees, **and~~. This MOU~~ will be ~~effective upon ratification by both parties and will be fully~~ implemented within ~~thirty (30)~~ sixty (60) calendar days of final Board approval. ~~The parties agree to reconvene ninety (90) days prior to the expiration of this MOU for further negotiations.~~ Upon mutual agreement, the parties agree to reconvene prior to the expiration of this MOU.**

South Orange County Community College District	**California School Employees Association and its Chapter 586**
Dr. Cindy Vyskocil Vice Chancellor, Human Resources	Tiffany Lopez Labor Relations Representative (CSEA)
10/15/24 Date	10/15/24 Date

Kim Widdes
Executive Director, Human Resources

10/14/24
Date

Joshua Taylor, Esq.
Attorney, McDougal, Boehmer, Foley, Lyon, Mitchell & Erickson

10/15/24
Date

Scott Ferguson Greene
President, CSEA Chapter 586

10/15/24
Date

11. HUMAN RESOURCES

Subject	**11.4 SOCCCD: Employment Agreement – Dr. Julianna Barnes, Chancellor**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Board President recommends adoption of the accompanying Agreement and salary schedule for Employment of Dr. Julianna Barnes as Chancellor, South Orange County Community College District, effective July 1, 2024, through June 30, 2028, as shown in Exhibit A, Attachments 1 and 2.

BACKGROUND

The Board has offered a contract extension for the position of Chancellor of the South Orange County Community College District to Dr. Julianna Barnes, subject to public approval of an employment agreement.

STATUS

The agreement will cover the period from July 1, 2024, through June 30, 2028. Initial salary shall be $415,623 plus the usual benefit package provided to District academic administrators.

RECOMMENDATION

The Board President recommends adoption of the accompanying Agreement and salary schedule for Employment of Dr. Julianna Barnes as Chancellor, South Orange County Community College District, effective July 1, 2024, through June 30, 2028, as shown in Exhibit A, Attachments 1 and 2.

Item Submitted by: *Dr. Cindy Vyskocil, Vice Chancellor of Human Resources*

File Attachments
HR - Chancellor Agenda - Exhibit A -11.18.24.pdf (848 KB)

AGREEMENT FOR EMPLOYMENT OF THE CHANCELLOR BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. JULIANNA M. BARNES

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into 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. Julianna M. Barnes ("Dr. Barnes" or the "Chancellor").

IT IS HEREBY AGREED AS FOLLOWS:

1. **Chancellor**. Dr. Barnes is hereby employed for a period of time commencing on July 1, 2024, and ending on June 30, 2028, as the Chancellor. The Chancellor is an academic employee as defined in Education Code section 87001(a), an educational 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**.

A. The Chancellor shall perform all of the powers and duties of the position of Chancellor, Chief Executive Officer, and Secretary to the Board of Trustees. She shall further efficiently and effectively manage the programs and operations of the District. The Chancellor shall be responsible for overseeing and directing the administrative and leadership staff, including instruction, personnel, and business affairs, which, in her judgment, best serve the District, subject to approval by the Board of Trustees. The Chancellor shall be responsible for overseeing and directing all other personnel matters, including selection, assignment, evaluation, and transfer of employees, subject to approval by the Board of Trustees.

B. The Chancellor shall additionally perform the following duties:

1) Provide leadership and direction to ensure that the laws and policies of the District are carried out;

2) Review the policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;

3) Periodically evaluate employees as provided for by California law, Board policy, or employment agreement;

4) Advise the Board of Trustees of all possible sources of funds which may be available to implement present or contemplated District

programs;

5) Regularly and timely inform the Board of Trustees of the fiscal status of the District;

6) Establish and maintain an appropriate community relations program; and

7) Other duties as assigned or directed by the Board of Trustees.

4. **Salary**. Salary paid to the Chancellor for the 2024-2025 fiscal year shall be according to the Chancellor Salary Schedule: $415,623 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.

Upon receipt of positive evaluation by the Board in accordance with section 6 of this Agreement, the salary paid to the Chancellor for the 2025-2026 fiscal year shall be increased by an amount equal to the percentage of the actual funded cost of living increase ("COLA") approved by the State for that year, effective July 1, 2025, plus any other increases approved by the Board.

In addition, the Board reserves the right to increase the Chancellor's salary from time to time based on performance evaluations and accomplishment of Board goals. 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 Chancellor shall be required to render 12 months of full and regular service equal to 260 days to the District during each annual period covered by this Agreement, or any successor, inclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. The Chancellor shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Chancellor shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement not to exceed 24 days per fiscal year. The Chancellor may accrue vacation days up to a maximum of forty-eight (48) days. If her vacation balance exceeds the 48-day limit, she shall not earn nor accrue further vacation until she reduces the vacation leave balance to an amount not exceeding the 48-day limit. Upon termination, retirement, or expiration of this Agreement, the 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 president of the Board of Trustees.

6. **Performance Evaluations**.

A. The Board of Trustees will provide the Chancellor with periodic opportunities to discuss the Board/Chancellor relationship.

B. The Board of Trustees will set the Chancellor's goals for each 12-month period. The Chancellor's performance in achieving those goals and carrying out her other duties will be evaluated by the Board of Trustees each year. The evaluation will be discussed in closed

session. As a result of this evaluation process, the Board of Trustees will prepare a written statement of its evaluation of the Chancellor's performance. Following each evaluation, the Board shall compile an updated set of goals for the Chancellor for the next 12-month period.

7. **Expenses and Required Memberships**.

A. The District shall reimburse the Chancellor, as actually budgeted, and in accordance with District policy and regulations, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of the Chancellor in the performance of her duties, and in promoting the interests of the District before various government and constituency groups, and in the community.

B. In addition to any reimbursement provided under section 7.A, above, the District will reimburse the Chancellor for travel expenses outside the District in accordance with District policies and procedures.

C. The District shall furnish the Chancellor with a computer and printer for the Chancellor's use at home during the term of this Agreement.

8. **Fringe Benefits**. The District shall provide to the Chancellor 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 management team 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 Board of Trustees. Notwithstanding any such amendments or modifications, the Chancellor 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 management team employees.

9. **Amendment, Termination, or Non-renewal**.

A. This Agreement may be amended by mutual written agreement between the parties.

B. Pursuant to the terms of Education Code sections 72411, 72411.5, and 87458, the parties expressly agree and acknowledge that this Agreement constitutes notice pursuant to Education Code Section 72411, that no further notice or action shall be required, and that this Agreement shall not renew or extend beyond June 30, 2028, unless expressly agreed upon in writing by the parties. The procedures for dismissal set forth in Education Code section 87660 et seq. and section 87732 et seq. shall not apply to non-renewal of this Agreement.

C. Notwithstanding any other provision of this Agreement relating to termination or nonrenewal, this Agreement may be terminated by the Board prior to its expiration as set forth in this Section 9.C. Prior to exercising its right to early termination of this Agreement, the Board, shall provide the 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 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 section 87660 et seq. and section 87732 et seq. shall not apply to termination of this Agreement. The Chancellor shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement.

The 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 Chancellor, provide the Chancellor with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this section, the Chancellor shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this section, the Chancellor shall immediately cease to receive the compensation, benefits, and allowances set forth in this Agreement.

D. Notwithstanding any other provision of this Agreement relating to termination or nonrenewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Chancellor with a written notice of termination, as set forth in this Section 9.D. If the Board elects to terminate this Agreement pursuant to this section, the Chancellor shall receive an amount equivalent to not more than twelve (12) 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 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.

E. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Chancellor is convicted of a crime constituting "abuse of office," the 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.

FOR THE GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

_____ Date _____
Timothy Jemal
President, Board of Trustees

_____ Date _____
Dr. Julianna M. Barnes
Chancellor

CONTRACT ANNUAL COMPENSATION SCHEDULE – CHANCELLOR
Effective 07/01/2024

Range/Step	Step 01
Range 01	$415,623

12. EDUCATIONAL & TECHNOLOGY SERVICES

Subject	**12.1 Saddleback College and Irvine Valley College: Spring 2025 Community Education Programs**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation as presented in Exhibits A and B.

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by Saddleback College and Irvine Valley College Community Education to serve the community during the Spring 2025 semester. Expenses for conducting these courses will be paid by the income from participant fees. Exhibit A lists the Saddleback College course offerings, presenters, and compensation. Exhibit B is the Irvine Valley College list of course offerings, presenters, and compensation.

RECOMMENDATION

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

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College*
Dr. John Hernandez, President, Irvine Valley College

File Attachments
SC_Exh A_Community Education Program_Spring 2025.pdf (525 KB)
IVC_Exh B_Community Education Program_Spring 2025.pdf (96 KB)

South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2025

PROGRAM	*ACTIVITY TITLE*	DATES	*TRAINER*	*HONORARIA*	*FEE*
Adult	Acrylic/Oil Painting Workshop	1/1 - 6/30	TBA	Varies	TBA
	Advanced Selling on eBay	1/1 - 6/30	Frances Greenspan (E)	40% Net	TBA
	Are You Considered an Independent Contractor or GIG Worker?	1/1 - 6/30	James Wigen (I)	40% Net	$39.99
	Art	1/1 - 6/30	TBA	Varies	TBA
	Ballroom and Swing	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
	Beatles Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Beginning and Intermediate Watercolor Workshop	1/1 - 6/30	TBA	Varies	TBA
	Beginning Blues Harmonica	1/1 - 6/30	David Broida (E)	40% Net	TBA
	Beginning Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	$109.00
	Beginning Painting Floral Studies Workshop	1/1 - 6/30	TBA	Varies	TBA
	Beginning Pastel Painting Workshop	1/1 - 6/30	TBA	Varies	TBA
	Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	40% Net	$109.00
	Beyond Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Bicycle Maintenance and Safety	1/1 - 6/30	Richard Schultz (E)	40% Net	$35.00
	Bike & E-Bike: Maintenance and Safety Crash Course	1/1 - 6/30	Richard Schultz (E)	40% Net	$35.00
	Bike & E-Bike: Service Your Ride!	1/1 - 6/30	Richard Schultz (E)	40% Net	$35.00
	Blogging for Fun and Profit	1/1 - 6/30	TBA	Varies	TBA
	Botanicals Watercolor Workshop	1/1 - 6/30	TBA	Varies	TBA
	Bridge for Beginners	1/1 - 6/30	Lee Maddocks (E)	40% Net	$150.00
	Calligraphy	1/1 - 6/30	TBA	Varies	TBA
	Capturing Life Memories: Autobiography & Memoir	1/1 - 6/30	Marla Miller (E)	40% Net	$150.00
	Charcoal Portrait Workshop	1/1 - 6/30	Andrew Cortez (E)	40% Net	TBA
	Combo Class: Ballroom and Swing & Country Two-Step	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
	Community (HOA) Leadership Training Program	1/1 - 6/30	Community Associations Institution (I	40% Net	TBA
	Country Line Dance	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
	Country Two- Step	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
	Create Your Own Beautiful, Living Succulent Arrangement	1/1 - 6/30	TBA	Varies	TBA
	Creating Content for Blogs and Social Media in 5 Steps	1/1 - 6/30	Robert Cohen (E)	40% Net	$75.00
	Creative Calligraphy: English Round-Hand	1/1 - 6/30	TBA	Varies	TBA
	Creative Digital Portrait Photography	1/1 - 6/30	TBA	Varies	TBA
	Creative Quilting	1/1 - 6/30	Laurie Murphy-Klein (E)	Varies	TBA
	Cross-Stitch 101	1/1 - 6/30	Vanessa Green (E)	40% Net	$90.00
	Dance Classes for Adults	1/1 - 6/30	TBA	Varies	TBA
	Discover Photography: Part 1	1/1 - 6/30	TBA	Varies	TBA
	Discover Photography: Part 2	1/1 - 6/30	TBA	Varies	TBA
	Drawing Workshop	1/1 - 6/30	TBA	Varies	TBA
	Eagles Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Eliminate Clutter in Your Home and Office	1/1 - 6/30	TBA	Varies	TBA
	Entrepreneurship: What Does it Take?	1/1 - 6/30	Robert Maslac (E)	40% Net	$59.00
	Explore AI for Work & Home: ChatGPT - All About the Prompts (Part 3)	1/1 - 6/30	Alan Foote (E)	Varies	$79.00
	Explore AI for Work & Home: Making AI Work For You (Part 2)	1/1 - 6/30	Alan Foote (E)	Varies	$79.00
	Explore AI for Work & Home: Zero to AI - Understanding AI (Part 1)	1/1 - 6/30	Alan Foote (E)	Varies	$49.00
	Explore the World of Food Tourism	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Explore the World of Food Tourism: Ancient Egypt and Jordan	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Explore the World of Food Tourism: Easter Island	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Explore the World of Food Tourism: Mysterious and Colorful India	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Explore the World of Food Tourism: The Romantic Mediterranean - Croatia	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Explore the World of Food Tourism: What is Food Tourism?	1/1 - 6/30	Janine Amon (E)	40% Net	TBA
	Financial Planning for Women	1/1 - 6/30	TBA	Varies	TBA
	Find Your Balance!	1/1 - 6/30	Rachel Friend (E)	40% Net	TBA
	Fingerstyle Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	First Hand French	1/1 - 6/30	TBA	Varies	TBA
	Five Weeks to a Beautiful Garden!	1/1 - 6/30	TBA	Varies	TBA
	Get Paid to Travel: 15 Secret Travel Careers	1/1 - 6/30	Cherie Anderson (E)	40% Net	TBA
	Hand and Wheel Ceramics	1/1 - 6/30	TBA	Varies	TBA
	Healthy Harmonica: Songs and Rhythms	1/1 - 6/30	David Broida (E)	40% Net	TBA
	Home Computer Networks for Beginners	1/1 - 6/30	TBA	Varies	TBA
	How to Be a Mystery Shopper	1/1 - 6/30	TBA	Varies	TBA
	How To Be Published for FREE!	1/1 - 6/30	TBA	Varies	TBA
	How To Create A Website in 24 Hours for FREE!	1/1 - 6/30	TBA	Varies	TBA
	How To Play Piano By Ear	1/1 - 6/30	Craig Coffman (I)	40% Net	$88.00
	How To Sell on eBay®	1/1 - 6/30	Frances Greenspan (E)	40% Net	TBA
	How to Sell Your Ideas and Inventions	1/1 - 6/30	TBA	Varies	TBA
	How to Use AI Tools for Writing	1/1 - 6/30	Robert Cohen (E)	40% Net	$59.00
	Importance of Long Term Care Insurance Pre & Post-Retirement	1/1 - 6/30	James Wigen (E)	40% Net	TBA
	Improving Your PC's Performance	1/1 - 6/30	TBA	Varies	TBA
	Increase Your Income with a Home-Based Business	1/1 - 6/30	TBA	Varies	TBA
	Inheritance, Injury, or Divorce Settlement? Now What?	1/1 - 6/30	James Wigen (I)	40% Net	$70.00
	Instant Piano for Hopelessly Busy People	1/1 - 6/30	Craig Coffman (I)	40% Net	$88.00
	Intermediate Beatles Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Intermediate Blues Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Intermediate Eagles Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA
	Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	TBA

Intermediate Portrait Painting Workshop	1/1 - 6/30	TBA	Varies	TBA
Intermediate Rolling Stones Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	$99.00
Intro to the Acting Industry	1/1 - 6/30	Alicia Serratos (E)	40% Net	$75.00
Introduction to Digital Photography: "The Camera Class"	1/1 - 6/30	TBA	Varies	TBA
Introduction to Internet Marketing	1/1 - 6/30	Robert Cohen (E)	40% Net	$75.00
Introduction to Voiceovers	1/1 - 6/30	Alicia Midgley (E)	40% Net	$49.00
Introduction to Wine Appreciation	1/1 - 6/30	Michelle Mooney (E)	40% Net	$85.00
Investment Boot Camp	1/1 - 6/30	Jalon O'Connell-Morton (E)	40% Net	TBA
Investment Strategies for Growth and income	1/1 - 6/30	Charles Goffin (E)	40% Net	TBA
iPhones®, iPads®. . . and I'm Lost©	1/1 - 6/30	TBA	Varies	TBA
iPhones®, iPads®: Beyond the Basics	1/1 - 6/30	TBA	Varies	TBA
Jewelry Design - Chandelier Earrings	1/1 - 6/30	Alicia Serratos (E)	40% Net	TBA
Jewelry Design - The Basics	1/1 - 6/30	Alicia Serratos (E)	40% Net	TBA
Learn About & Make a Genuine Gemstone Bracelet!	1/1 - 6/30	Lynda Mulley (E)	40% Net	TBA
Life Modeling as a Career	1/1 - 6/30	Sergio Rebia (E)	40% Net	$100.00
Live, Work or Retire Abroad Affordably	1/1 - 6/30	Robert Cohen (E)	40% Net	$20.00
Loan Signing Specialist Training	1/1 - 6/30	Masters Notary Academy (I)	40% Net	$70.00
Make a Healing Bracelet & Learn About the Chakras	1/1 - 6/30	Lynda Mulley (E)	40% Net	TBA
Marketing Your Business on Facebook and Social Media Sites	1/1 - 6/30	TBA	Varies	TBA
Master Your Investments	1/1 - 6/30	Jalon O'Connell-Morton (E)	40% Net	TBA
Medicare - Easy as A, B, C, D	1/1 - 6/30	Ron Tanji (E)	40% Net	TBA
Natural A s: Parent/Guardian Registration	1/1 - 6/30	Curtis Adney (E)	40% Net	TBA
Natural A's	1/1 - 6/30	Curtis Adney (E)	40% Net	TBA
Notary Public Training	1/1 - 6/30	Masters Notary Academy (I)	40% Net	$70.00
Oil Painting Workshop	1/1 - 6/30	TBA	Varies	TBA
Online No-Credit Classes	1/1 - 6/30	Ed2Go (I)	$55-$175pp	$94-$299
Organic Gardening and Composting: Create a Home Vegetable Garden	1/1 - 6/30	TBA	Varies	TBA
Piano Made Easy Series	1/1 - 6/30	Craig Coffman (I)	40% Net	$88.00
Pickleball: Intermediate Pickleball	1/1 - 6/30	TBA	40% Net	TBA
Pickleball: Introduction to Pickleball	1/1 - 6/30	TBA	40% Net	TBA
Plein Air Landscape Gouache Workshop	1/1 - 6/30	Andrew Cortez (E)	40% Net	TBA
Plein Air Landscape Watercolor Workshop	1/1 - 6/30	TBA	Varies	TBA
Protect Your Property with Patents, Trademarks, and Copyrights	1/1 - 6/30	TBA	Varies	TBA
Rejuvenate Your Retirement	1/1 - 6/30	TBA	Varies	TBA
Retirement Planning Today	1/1 - 6/30	TBA	Varies	TBA
Retirement: A Phase of Life?	1/1 - 6/30	TBA	Varies	TBA
Salsa Dance	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
Salsa Dance II	1/1 - 6/30	Sway Ballroom (I)	40% Net	$60.00
Savvy Cyber Security	1/1 - 6/30	James Peters (E)	40% Net	TBA
Secrets of Social Media and Internet Marketing	1/1 - 6/30	TBA	Varies	TBA
SEO, Google Ads, Email, and E-Commerce Marketing	1/1 - 6/30	Robert Cohen (E)	40% Net	$75.00
Series | Explore AI for Work & Home	1/1 - 6/30	Alan Foote (E)	Varies	$168.00
Shift Your Perspective and Change Your Experience	1/1 - 6/30	Rachel Friend (E)	40% Net	TBA
Social Security Strategies and Retirement Planning	1/1 - 6/30	Jalon O'Connell-Morton (E)	40% Net	TBA
Sound Retirement Strategies	1/1 - 6/30	David Brown (E)	40% Net	TBA
Speed Spanish	1/1 - 6/30	TBA	Varies	TBA
SRT - Motorcyclist Safety Program	1/1 - 6/30	Saddleback Rider Training (I)	Varies	TBA
Stained Glass for Beginners	1/1 - 6/30	Glass Spectrum (I)	60% Net	TBA
Successful Retirement Masterclass	1/1 - 6/30	Ian Wardle (E)	40% Net	$69.00
Surface Decoration: Ceramics	1/1 - 6/30	TBA	Varies	TBA
Travel Tours/Multi-Day Trips	1/1 - 6/30	Good Times Travel (I)	PP	PP
Upcycle Fashion	1/1 - 6/30	Laurie Murphy-Klein (E)	Varies	TBA
Using Your Computer to Make Money	1/1 - 6/30	TBA	Varies	TBA
Viirtual: Are You Thinking About Starting a Nonprofit Organization?	1/1 - 6/30	Bob Reich (I)	50% Net	$39.00
Virtual: A Nonprofit IS A Business And Operated That Way	1/1 - 6/30	Bob Reich (I)	50% Net	$39.00
Virtual: Blogging for Fun and Profit	1/1 - 6/30	TBA	Varies	TBA
Virtual: Create Your Emergency "Grab & Go" Rapid Exam Plan!	1/1 - 6/30	TBA	Varies	TBA
Virtual: Creating Content for Blogs and Social Media in 5 Steps	1/1 - 6/30	Robert Cohen (E)	50% Net	$75.00
Virtual: Don't Throw It Away - Sell It Online!	1/1 - 6/30	Kevin Boyd (I)	50% Net	$59.00
Virtual: Effective Fundraising and Grant Writing	1/1 - 6/30	Bob Reich (I)	50% Net	$99.00
Virtual: Home Computer Networks for Beginners	1/1 - 6/30	TBA	Varies	TBA
Virtual: How To Be Published for FREE!	1/1 - 6/30	TBA	Varies	TBA
Virtual: How To Create A Website in 24 Hours for FREE!	1/1 - 6/30	TBA	Varies	TBA
Virtual: How To Play Piano by Ear	1/1 - 6/30	Craig Coffman (I)	50% Net	$88.00
Virtual: How to Use AI Tools for Writing	1/1 - 6/30	Robert Cohen (E)	50% Net	$59.00
Virtual: Improving Your PC's Performance	1/1 - 6/30	TBA	Varies	TBA
Virtual: Increase Your Income with a Home-Based Business	1/1 - 6/30	TBA	Varies	TBA
Virtual: Instant Guitar for Hopelessly Busy People	1/1 - 6/30	Craig Coffman (I)	50% Net	$98.00
Virtual: Instant Piano for Hopelessly Busy People	1/1 - 6/30	Craig Coffman (I)	50% Net	$88.00
Virtual: Introduction to Internet Marketing	1/1 - 6/30	Robert Cohen (E)	50% Net	$75.00
Virtual: iPhones®, iPads®. . . and I'm Lost©	1/1 - 6/30	TBA	Varies	TBA
Virtual: iPhones®, iPads®: Beyond the Basics	1/1 - 6/30	TBA	Varies	TBA
Virtual: Live, Work or Retire Abroad Affordably	1/1 - 6/30	Robert Cohen (E)	50% Net	$20.00
Virtual: Make an App for That!	1/1 - 6/30	Robert Cohen (E)	50% Net	$59.00
Virtual: Marketing Your Business on Facebook and Social Media Sites	1/1 - 6/30	TBA	Varies	TBA
Virtual: Master Your Investments	1/1 - 6/30	Jalon O'Connell-Morton (E)	50% Net	$55.00
Virtual: Podcasting for Profit	1/1 - 6/30	TBA	Varies	TBA

	Virtual: Secrets of Social Media and Internet Marketing	1/1 - 6/30	TBA	Varies	TBA
	Virtual: Sell it on eBay!	1/1 - 6/30	Kevin Boyd (I)	50% Net	$99.00
	Virtual: Sell it Online! Explore Your Best E-Market Opportunities	1/1 - 6/30	Kevin Boyd (I)	50% Net	$59.00
	Virtual: SEO, Google Ads, Email, and E-Commerce Marketing	1/1 - 6/30	Robert Cohen (E)	50% Net	$75.00
	Virtual: Strengthen The Functioning And Effectiveness Of Your Board	1/1 - 6/30	Bob Reich (I)	50% Net	$39.00
	Virtual: Techniques of Managing a Nonprofit Organization	1/1 - 6/30	Bob Reich (I)	50% Net	$99.00
	What is Mediation and How Can It Help Me?	1/1 - 6/30	James Wigen (I)	40% Net	$30.00
	What Were You Born To Do?	1/1 - 6/30	Curtis Adney (E)	40% Net	TBA
	Bill's Basic Uke	1/1 - 6/30	Bill Dempsey (E)	40% Net	$135.00
	Discovering Your Family History	1/1 - 6/30	Christine Francis (E)	40% Net	$100.00
	Adulting 101: Understanding Basic Finances	1/1 - 6/30	Erick Varholick (E)	40% Net	$45.00
	Adulting 101: Buying or Financing a Car	1/1 - 6/30	Erick Varholick (E)	40% Net	$45.00
	Adulting 101: Rental Agreements	1/1 - 6/30	Erick Varholick (E)	40% Net	$45.00
	Maximizing Your Social Security Benefits	1/1 - 6/30	Ian Wardle (E)	40% Net	$30.00
	Whodunit: The Science of Mystery Novels	1/1 - 6/30	Julianne Zedalis (E)	40% Net	$125.00
	Trivia Time	1/1 - 6/30	Julianne Zedalis (E)	40% Net	$25.00
	Virtual: Automate Your Social Media Marketing	1/1 - 6/30	Robert Cohen (E)	50% Net	$59.00
BASE	Amazing Athletes	1/1 - 6/30	Amazing Athletes Orange County (I)	60% Net	$168.00
	Amazing Athletes: Tennis	1/1 - 6/30	Amazing Athletes Orange County (I)	60% Net	$168.00
	Amazing Athletes: Lacrosse	1/1 - 6/30	Amazing Athletes Orange County (I)	60% Net	$168.00
	Amazing Athletes: Hockey	1/1 - 6/30	Amazing Athletes Orange County (I)	60% Net	$168.00
	Creating with Clay - Clay Class for Kids	1/1 - 6/30	Art Just Create It (I)	60% Net	$120.00
	Bionerds	1/1 - 6/30	Bionerds (I)	62.5% Net	$158.00
	Bionerds: Microscopic World: What You Can't See May Surprise You!	1/1 - 6/30	Bionerds (I)	62.5% Net	$158.00
	Bionerds: Plants: Know Your Greens	1/1 - 6/30	Bionerds (I)	62.5% Net	$158.00
	Bionerds: Junior Doctors	1/1 - 6/30	Bionerds (I)	62.5% Net	$158.00
	Bionerds: Crawly Critters: No Jitters, Just Awe	1/1 - 6/30	Bionerds (I)	62.5% Net	$158.00
	Capture the Flag	1/1 - 6/30	Bob Johnson (E)	30% Net	$88.00
	Capture the Flag	1/1 - 6/30	Chris Elliott (E)	30% Net	$88.00
	Mr. E' Writing Class	1/1 - 6/30	Chris Elliott (E)	60% Net	$96.00
	CodeSpeak Labs	1/1 - 6/30	CodeSpeak Labs (I)	62.5% Net	Varies
	CodeSpeak Labs: Coding Arcade Games	1/1 - 6/30	CodeSpeak Labs (I)	62.5% Net	$176.00
	CodeSpeak Labs: Coding Super Mario	1/1 - 6/30	CodeSpeak Labs (I)	62.5% Net	$176.00
	CodeSpeak Labs: Coding Pokémon	1/1 - 6/30	CodeSpeak Labs (I)	62.5% Net	$176.00
	CodeSpeak Labs: Coding and Animation	1/1 - 6/30	CodeSpeak Labs (I)	62.5% Net	$176.00
	Spanish For Children	1/1 - 6/30	CONVERSA (I)	60% Net	$184.00
	Dreams For School	1/1 - 6/30	Dreams For Schools (I)	60% Net	Varies
	Dreams For Schools: Coding Games with Scratch Workshop	1/1 - 6/30	Dreams For Schools (I)	60% Net	$304.00
	Dreams For Schools: Engineering Inventors	1/1 - 6/30	Dreams For Schools (I)	60% Net	$152.00
	Dreams For Schools: Sphero Robotics	1/1 - 6/30	Dreams For Schools (I)	60% Net	$152.00
	Dreams For Schools: Sphero Robotics	1/1 - 6/30	Dreams For Schools (I)	60% Net	$152.00
	Dreams For Schools: Arduino Program	1/1 - 6/30	Dreams For Schools (I)	60% Net	$158.00
	Game Show Trivia	1/1 - 6/30	Elisa Tummolo (E)	30% Net	$120.00
	Play Doh Fun!	1/1 - 6/30	Elisa Tummolo (E)	30% Net	$120.00
	Fit Kids	1/1 - 6/30	Fit Kids America (I)	60% Net	$148.00
	Fit Kids: Basketball	1/1 - 6/30	Fit Kids America (I)	60% Net	$148.00
	Fit Kids: Flag Football	1/1 - 6/30	Fit Kids America (I)	60% Net	$148.00
	Fit Kids: Hip Hop	1/1 - 6/30	Fit Kids America (I)	60% Net	$148.00
	Fit Kids: Soccer	1/1 - 6/30	Fit Kids America (I)	60% Net	$148.00
	Esencia Hawks Singing Club - Elementary School	1/1 - 6/30	Jennifer D'Onofrio (E)	60% Net	$112.00
	Esencia Hawks Singing Club - Middle School	1/1 - 6/30	Jennifer D'Onofrio (E)	60% Net	$112.00
	Cars & Trucks STEM Engineer Club | Course 1	1/1 - 6/30	Kelli Hudelson (E)	60% Net	$160.00
	Cars & Trucks STEM Engineer Club | Course 2	1/1 - 6/30	Kelli Hudelson (E)	60% Net	$160.00
	Cars & Trucks STEM Engineer Club | Course 3	1/1 - 6/30	Kelli Hudelson (E)	60% Net	$160.00
	Cars & Trucks STEM Engineer Club | Course 4	1/1 - 6/30	Kelli Hudelson (E)	60% Net	$160.00
	Kidcreate: Art Essentials	1/1 - 6/30	Kidcreate Studio (I)	60% Net	$130.00
	Kidcreate: Let's Draw, Paint & Sculpt	1/1 - 6/30	Kidcreate Studio (I)	60% Net	$130.00
	Kidcreate: Modern Day Masters	1/1 - 6/30	Kidcreate Studio (I)	60% Net	$130.00
	Kidcreate: Artrageous	1/1 - 6/30	Kidcreate Studio (I)	60% Net	$130.00
	Art Exploration for Kids	1/1 - 6/30	Linda Patterson (E)	60% Net	$140.00
	Holiday Craftivities	1/1 - 6/30	Mary Jo Barharm (E)	30% Net	$120.00
	Beginning Guitar and Beginning Ukulele Ensemble	1/1 - 6/30	Ron Gorman (E)	60% Net	$120.00
	Academic Chess	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Academic Origami	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Academic Origami: Introduction to Origami	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Academic Origami: Origami FUNdamentals	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Academic Origami: Modular and Action Origami	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Academic Origami: Paper Airplanes and Aerodynamics	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Strategic Cartooning	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Strategic Kids	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Strategic Kids: Junior Magicians	1/1 - 6/30	Strategic Kids (I)	60% Net	$144.00
	Strategic Kids: LEGO®: Bricks In Motion	1/1 - 6/30	Strategic Kids (I)	60% Net	$152.00
	Strategic Kids: LEGO®: Storytelling: Interstellar Jedi Adventures	1/1 - 6/30	Strategic Kids (I)	60% Net	$152.00
	Strategic Kids: LEGO®: Engineers In The Making	1/1 - 6/30	Strategic Kids (I)	60% Net	$152.00
	Strategic Kids: LEGO®: Time Travelers!	1/1 - 6/30	Strategic Kids (I)	60% Net	$152.00
	Super Soccer Stars	1/1 - 6/30	Super Soccer Stars (I)	60% Net	$176.00
	Challenge Island©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00

Challenge Island: Believe It or Not ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00
Challenge Island: Sharktooth Islands ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00
Challenge Island: Slimetopia ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$176.00
Challenge Island: Super Star Island ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00
Challenge Island: Fantastic Fiction ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00
Challenge Island: Race Across the Rainforest ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$160.00
Challenge Island: Time Machine Island ©	1/1 - 6/30	Sustainable Inner Power (I)	60% Net	$176.00
Game Show Trivia	1/1 - 6/30	Tanya Osborne (E)	30% Net	$120.00
Holiday Craftivities	1/1 - 6/30	Tanya Osborne (E)	30% Net	$120.00
Play Doh Fun!	1/1 - 6/30	Tanya Osborne (E)	30% Net	$120.00
Yoga: Health and Wellness for Kids	1/1 - 6/30	Tanya Osborne (E)	60% Net	$120.00
Art	1/1 - 6/30	TBA	Varies	Varies
Coding Class	1/1 - 6/30	TBA	Varies	Varies
Golf: Tee It Up With TGA	1/1 - 6/30	TGA (I)	60% Net	$225.00
Manners, Character & Social Skills "Foundations"	1/1 - 6/30	The Etiquette Factory (I)	60% Net	$148.00
Portal Languages: Dive Into Spanish	1/1 - 6/30	Grace Hickok (E)	60% Net	$120.00
Basketball Training Academy	1/1 - 6/30	Breakthrough Sports (I)	60% Net	$140.00
Budding Gardeners	1/1 - 6/30	Katie Donnelly (E)	30% Net	$125.00
Budding Gardeners	1/1 - 6/30	Sara Tehrani (E)	30% Net	$125.00
Fun With Improv	1/1 - 6/30	Holly Jones (E)	60% Net	$160.00
Unleash Your Talent! Musical Theatre Workshop	1/1 - 6/30	Holly Jones (E)	60% Net	$160.00
All Things Science: Rocketry: Space Exploration for Aspiring Astronauts	1/1 - 6/30	All Things Science (I)	60% Net	$155.00
All Things Science: 3D Printing: Creative Designs with Handheld 3D Printers	1/1 - 6/30	All Things Science (I)	60% Net	$155.00
Exploring STEAM Robotics with Mrs. Mayer and Ms. Tummolo	1/1 - 6/30	Lisa Mayer (E)	30% Net	$131.00
Exploring STEAM Robotics with Mrs. Mayer and Ms. Tummolo	1/1 - 6/30	Elisa Tummolo (E)	30% Net	$131.00

South Orange County Community College District

IRVINE VALLEY COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Spring 2025

COURSE TITLE	***DATES***	***INSTRUCTOR***	***HONORARIA***	***FEE***
Acrylic on Canvas	2/3/25	Amanda Freeman/Paintbox in Paradise	50% Gross	$ 40.00
Acrylic on Canvas	3/3/25	Amanda Freeman/Paintbox in Paradise	50% Gross	$ 40.00
Acrylic on Canvas	4/7/25	Amanda Freeman/Paintbox in Paradise	50% Gross	$ 40.00
Acrylic on Canvas	5/5/25	Amanda Freeman/Paintbox in Paradise	50% Gross	$ 40.00
An Introduction to Voiceovers	1/21-5/9/25	Alicia Midgley/Voices for All	50% Gross	$ 49.00
Financial Strategies for Successful Retirement	1/22-2/5/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Financial Strategies for Successful Retirement	1/23-2/6/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Financial Strategies for Successful Retirement	1/25-2/1/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Financial Strategies for Successful Retirement	4/2-4/16/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Financial Strategies for Successful Retirement	4/3-4/17/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Financial Strategies for Successful Retirement	4/5-4/12/25	Rod Kamps/Financial Advisors Network	50% Gross	$59/$5 guest
Medical Billing Certificate Program	2/4-3/26/25	Kris G. Hall-Patterson	50% Gross	$ 150.00
Medical Front Office Procedures	3/11-3/13/25	Kris G. Hall-Patterson	50% Gross	$ 25.00
Start Your Own Billing Services	3/19/25	Kris G. Hall-Patterson	50% Gross	$ 25.00

12. EDUCATIONAL & TECHNOLOGY SERVICES

Subject	**12.2 SOCCCD: Final Action in Public Session – Saddleback College Student Discipline**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	The Chancellor recommends that the Board of Trustees approve the Student Discipline Hearing Panel's recommendation for expulsion.

BACKGROUND

On October 14, 2024, Saddleback College convened a Discipline Hearing Panel to consider expulsion of a student from South Orange County Community College District for violations of regulations governing student conduct (AR-5500). The Disciplinary Hearing Panel's recommendation is expulsion.

STATUS

Education Code 72122 provides for closed session consideration of "the suspension of, or disciplinary action or any other action in connection with any student," unless the student, after being notified in writing of the closed session, requests within 48 hours of receipt of the written notice that the hearing be held as a public meeting. Education Code 72122 further provides that whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record. The student in question was notified that the Board would consider the recommendation for expulsion in closed session at the November 18, 2024, meeting. Accordingly, there will be an opportunity for the Board to consider and discuss the recommendation for expulsion in closed session, following which the Board will take final action on the recommendation in open session. In accordance with the Family Educational Privacy Rights Act (FERPA) and Education Code 76200, the student will not be identified publicly.

Item Submitted By: *Dr. Christopher McDonald, Vice Chancellor, Educational & Technology Service*

13. INFORMATION ITEMS

Subject	**13.1 Staff Response to Public Comments from the Previous Board Meeting**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

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.

13. INFORMATION ITEMS

Subject	**13.2 Saddleback College and Irvine Valley College: Speakers**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

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

STATUS

Board Policy 3905 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. Approved guest speaker information is available for review as shown in Exhibit A.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College*
Dr. John Hernandez, President, Irvine Valley College

File Attachments
SC-IVC_Exh A_Speaker Approval_11-2024.pdf (140 KB)

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

IRVINE VALLEY COLLEGE

Presentation Date	***Faculty Member Course Title/Activity***	***Speaker Name***	***Topic***	***General Fund Honorarium/Travel***
12/13/2024 9:00 am – 5:00 pm BSTIC 103	June McLaughlin, Business Law/Paralegal Program Instructor Empowering Scholars Program	Oscar Garcia	Pathways to Law: Culturally Relevant Career Accelerator Workshop	$10,000 (Grant Funds – Cal LAW)

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	***Faculty Member Course Title/Activity***	***Speaker Name***	***Topic***	***General Fund Honorarium/Travel***
10/28 – 10/30/2024 8:30 am – 12:30 pm GW 321	Jose Lumbreras, Ethnic Studies Instructor Multiple Sections of Ethnic Studies (ES 1, ES 3, etc.)	Alicia Siu	Publishing guidelines, best practices and history of people of color in OC	$1,200 (General Fund)
11/12/2024 12:00 pm – 1:00 pm Virtual via Zoom Webinar	Nicole Major, Sociology Instructor Health Literacy for Healthy Aging	Russell Bennett	Older Adults Benefits of Healthy Literacy and Strategies to improve.	$300 (General Fund)
11/13/2024 1:00 pm – 2:30 pm BGS 254	Susana Castellanos, Director of College Equity, Inclusion and Access Native American Heritage Month	Nathan Schubert-Estrada	Breaking Down Native American Stereotypes	$400 (Restricted Funds – SEAP)
11/18/2024 1:00 pm – 2:30 pm SSC 210A	Susana Castellanos, Director of College Equity, Inclusion and Access Native American Heritage Month	Naidelyn Ramirez	Native American Beading Circle	$400 (Restricted Funds – SEAP)
11/19/2024 4:30 pm – 6:00 pm SSC 212	Jennifer Czerniawski, Psychology Instructor Psi Beta + Psychology Club	John Guzowski	Neuroscience of well-being	$300 (General Fund)

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE (continued)

Presentation Date	***Faculty Member Course Title/Activity***	***Speaker Name***	***Topic***	***General Fund Honorarium/Travel***
02/07/2025 10:00 am – 12:00 pm Virtual via Zoom	E. Rodriguez-Morris, Emeritus Instructor Modern World Culture: 1700 – Present	Ryan Murphy	The History of Medical Decision Making and Utilization of Advanced Care Planning	$400 (Foundation Funds)
03/07/2025 10:00 am – 12:00 pm Virtual via Zoom	E. Rodriguez-Morris, Emeritus Instructor Modern World Culture: 1700 – Present	Lilit Sadoyan	The 18th-century French Interior	$400 (Foundation Funds)

13. INFORMATION ITEMS

Subject	**13.3 SOCCCD: Quarterly Investment Report**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, Board Policy 6320 *Investment Policy* requires a quarterly report on the District's investments.

STATUS

As of the quarter ending on September 30, 2024, the cash balances were $499,912,240 in the Orange County Investment Pool (OCIP). The OCIP investment pool is yielding an average of 4.44% compared to the prior quarter of 4.40%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were $30,123,824. The LAIF investment pool is yielding an average of 4.71% compared to the prior quarter of 4.55%.

Both pools are highly liquid, with overnight wire transfers available upon request.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

13. INFORMATION ITEMS

Subject	**13.4 SOCCCD: Basic Aid Report**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

The District returned to Basic Aid status in 1999-2000. The Board of Trustees has requested regular informational reports about projected Basic Aid receipts and approved projects.

STATUS

As of September 30, 2024, total estimated Basic Aid receipts are $1.42B and total approved projects are $1.40B as shown in EXHIBIT A. The balance of $20.2M is the reserve for unrealized tax collections and unallocated funds available for distribution.

Changes from the June 30, 2024, report include an increase of $87.9M for estimated 2024-25 receipts and unspent fixed expenses from 2023-24, and $111.5M for 2024-25 project allocations (as highlighted in yellow in EXHIBIT A) approved at the April 29, 2024, Board of Trustees meeting. The final estimated receipts and allocations are included in the 2024-25 Adopted Budget.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
Exhibit A Basic Aid Report 11.18.24.pdf (736 KB)

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 30, 2024

Project Description		*Approved Amount*	1999-2022 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2024-25 YTD Obligations	Balance Remaining for 2024-25
CLOSED PROJECTS								
CLOSED PROJECTS TOTAL		476,704,034	473,554,979	2,496,973	652,082	-	-	-
CAPITAL PROJECTS								
ATEP Building Demolition	2007	13,700,000	6,910,874	257,584	23,547	-	-	6,507,995
ATEP Site Development	2013, 2019, 2021, 2023	18,125,000	11,700,739	-	1,758,155	262,487	574,016	3,829,603
IVC Arts Village	2008, 2019 - 2022	36,822,784	1,759,116	17,310,360	13,257,703	73,051	329,267	4,093,287
IVC B200	2015, 2018 - 2022	6,700,000	4,926,019	100,424	1,323,357	-	-	350,200
IVC Baseball Team Room	2023-2024	850,000	-	-	-	-	-	850,000
IVC Performing Arts Center Storage	2014	1,400,000	1,023,009	194,089	90,260	19,279	73,363	-
IVC Electric Vehicle Charging Station	2019, 2023	677,000	18,533	381,467	-	-	276,785	215
IVC Fine Arts Promenade and Coffee Structure	2022-2023	10,380,468	-	81,634	556,481	15,609	249,479	9,477,265
IVC Instructional Building/A Quad	2014	505,005	-	-	-	-	-	505,005
IVC Library Renovation	2019, 2024	4,100,000	236,027	373,786	267,854	-	22,923	3,199,410
IVC Student Services and Student Union	2019 - 2022, 2024	72,164,328	3,179,696	138,377	39,725	140,888	1,148,080	67,517,562
SC ATAS Building	2003, 2018 & 2020	61,063,179	60,248,943	509,342	22,225	-	1,500	281,169
SC @ ATEP	2020 - 2023, 2024	80,597,426	2,441,768	8,727,762	23,942,185	574,342	25,617,118	19,294,251
SC SM Infrastructure	2019	1,674,855	524,936	98,673	1,640	-	49,677	999,929
SC Fire Alarm System Upgrade	2015	500,000	157,109	-	324,050	-	18,841	-
SC Gateway Building	2013, 2019 - 2021	35,127,976	1,512,596	16,868,592	11,775,978	214,546	96,437	4,659,827
SC Parking Lot 12 Expansion & Softball Field	2021 & 2022	13,897,275	498,358	708,887	8,421,229	727,308	3,541,493	-
SC Math and Computer Science Building	2016, 2020 - 2024	56,907,011	1,308,141	619,001	1,359,886	2,847,945	887,034	49,885,004
SC Solar Canopy Phase I	2021 & 2022	5,548,347	152,521	703,474	3,424,061	39,140	145,885	1,083,266
SC Solar Canopy Phase II	2022-2023	1,482,884	-	-	2,596	3,750	441,778	1,034,760
SC Solar Canopy Phase III	2024	480,500				-	440,206	40,294
SC Solar Canopy Phase IV	2024	480,500				-	415,063	65,437
SC Stadium and Site Improvements	2008 & 2020	45,133,798	43,313,775	87,949	58,407	-	63,318	1,610,349
SC Student Services Center Renovation	2020, 2024	6,378,275	-	147,347	100,839	10,239	337,570	5,782,280
SC Village Demolition	2020, 2023	1,622,041	-	-	3,082	64,330	57,820	1,496,809
SOCCCD District-wide ADA Transition Plan Projects	2017 - 2022, 2024	21,800,000	7,719,936	518,238	39,405	821,737	19,060	12,681,624
SOCCCD District-wide Warehouse Canopy	2019 & 2020	920,000	402,197	22,130	29,483	3,083	28,822	434,285
CAPITAL PROJECTS TOTAL		499,038,652	148,034,293	47,849,116	66,822,148	5,817,734	34,835,535	195,679,826

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 30, 2024

Project Description		*Approved Amount*	1999-2022 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2024-25 YTD Obligations	Balance Remaining for 2024-25
SCHEDULED MAINTENANCE								
IVC Lighting Upgrades	2020 & 2022	2,570,000	122,800	-	2,348,782	42,471	29,680	26,267
IVC Parking Lot 7 Temp to Permanent/Sidewalk to Baseball	2022, 2024	3,250,000	-	7,500	51,165	30,142	67,062	3,094,131
IVC SM Electrical	2018	150,000	6,376	-	-	-	-	143,624
IVC SM HVAC/Roofing Projects	2024	600,000				-	-	600,000
IVC SM Infrastructure	2020 - 2022, 2024	6,000,000	6,016	501,602	187,157	12,349	1,060,608	4,232,268
IVC SM Plumbing	2019	200,000	-	-	6,036	-	7,070	186,894
IVC SM Roofs & Mechanical	2021, 2024	5,800,000	1,913,282	190,120	20,614	233,268	3,023,691	419,025
SC Baseball Turf & Scoreboard Replacement	2022, 2024	1,808,198	-	-	186,241	52,769	451,935	1,117,253
SC Central Plant	2023	7,925,145	-	-	35,593	162,456	3,040,362	4,686,734
SC Flooring Replacement	2022	1,000,000	-	57,963	52,612	-	14,960	874,465
SC Greenhouse Biology/Horticulture	2022	600,000	-	-	-	-	-	600,000
SC Quad Barrier	2020 & 2022, 2024	3,820,199	87,425	127,063	22,781	684,914	2,561,128	336,888
SC SM Campus Landscaping Improvement	2019 & 2022	2,005,000	5,208	377,268	1,622,524	-	-	-
SC SM Campus Landscaping Improvement Phase II	2022	2,000,000	-	25,875	146,408	97,942	806,295	923,480
SC SM Campus Signage	2019	125,000	71,155	2,720	-	-	-	51,125
SC SM Electrical	2023	800,000	-	-	-	-	-	800,000
SC SM IT Power Upgrade	2019	300,000	230,353	-	-	-	-	69,647
SC SM Painting	2020 & 2022	1,400,000	12,200	16,511	220,021	-	-	1,151,268
SC SM Projects	2024	1,000,000				-	-	1,000,000
SC SM Swimming Pool Equipment	2019	275,000	-	-	275,000	-	-	-
SC SM Swimming Pool Refurbishment	2019	200,000	51,341	115,387	30,609	749	1,914	-
SC SM Upgrade Domestic Water System	2020	500,000	-	37,610	-	-	-	462,390
SC SM Utility Distribution System	2020 & 2021, 2024	12,900,000	136,783	83,446	419,360	24,650	292,534	11,943,227
SC Street and Parking Lot Repairs	2020	1,000,000	816,634	58,440	124,926	-	-	-
SC Temporary Parking Lot Renovation	2020	300,000	-	-	-	-	-	300,000
SCHEDULED MAINTENANCE PROJECTS TOTAL		56,528,542	3,459,573	1,601,505	5,749,829	1,341,710	11,357,239	33,018,686
IT PROJECTS								
IVC AB 1111 Common Course Numbering	2023	125,000	-	-	25,506	62,223	29,120	8,151
IVC Campus Desktop Refresh	2016, 2019 - 2022, 2024	6,376,292	3,263,346	124,967	1,486,999	26,918	5,607	1,468,455
IVC Classroom Tech & Audio Visual IVC	2016	3,746,708	3,230,740	73,305	46,614	42,167	79,991	273,891
IVC DNS Conversion	2021 & 2022	509,692	-	499,692	-	-	-	10,000
IVC DTSMP Baseline - Minor Technology Projects	2023-2024	1,050,000	-	-	20,312	14,333	5,607	1,009,748
IVC DTSMP Strategic Initiatives for 2023-24	2023	525,000	-	-	-	-	-	525,000
IVC IDF Cable and Electrical Standardization	2022	800,000	-	139,855	56,001	388	-	603,756
IVC Police Department Cameras	2022	400,000	-	-	56,399	-	-	343,601
IVC Live Oak Terrace Conversion to Outdoor Theater	2020	985,160	770,249	165,523	49,388	-	-	-
IVC New Marquees	2020	432,000	110,205	30,768	6,375	-	17,052	267,600
IVC Outdoor Wireless	2021 & 2022, 2024	1,650,000	17,868	23,018	931,259	13,720	153,400	510,735
IVC Palo Alto Firewalls for IVC Servers	2023	300,000	-	-	199,628	-	55,719	44,653
IVC SAN	2019	724,371	686,972	27,399	-	-	-	10,000
IVC UCAS (telephony)	2024	502,200				9,898	68,680	423,622
IVC VDI and other Cloud Exploration	2022	400,000	-	1,214	57,552	1,544	11,738	327,952
IVC Wireless Aps & Controllers	2019	100,000	56,712	-	-	-	40,701	2,587
SC AB 1111 Common Course Numbering	2023	125,000	-	-	7,774	33,471	50,479	33,276
SC Augmented Reality	2022	500,000	-	100,000	-	-	-	400,000
SC Building Fiber Redundancy	2023	1,300,000	-	-	-	-	-	1,300,000
SC Business Continuity & Offsite Replication at ATEP	2023	332,000	-	-	-	-	-	332,000
SC Cabling	2018, 2019 & 2020	1,588,644	25,480	375,690	29,663	-	3,216	1,154,595

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 30, 2024

Project Description		*Approved Amount*	1999-2022 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2024-25 YTD Obligations	Balance Remaining for 2024-25
SC Campus Desktop Refresh	2016, 2019 - 2022, 2024	7,372,088	4,815,037	308,716	485,690	14,395	2,921	1,745,329
SC Classroom Tech & Audio Visual	2016 & 2020	6,728,396	4,514,627	73,914	158,635	138,552	18,275	1,824,393
SC Datacenter	2024	300,000				-	-	300,000
SC DTSMP Baseline - Minor Technology Projects	2024	400,000				-	-	400,000
SC DTSMP Strategic Initiatives for 2023-24	2023	225,000	-	-	191,568	-	-	33,432
SC Excellence & Innovation for Teaching and Learning Hub	2022	675,000	-	-	-	-	-	675,000
SC Integrated Student Payment Card & POS System	2022	288,000	-	-	19,600	-	-	268,400
SC Network Access Control	2024	500,000				-	-	500,000
SC Outdoor Learning Environments	2022	1,230,000	-	4,161	165,247	-	3,882	1,056,710
SC Palo Alto Firewalls	2023	300,000	-	-	207,048	-	55,719	37,233
SC Physical Telecommunications Infrastructure Upgrade	2020	980,847	237,689	24,356	5,980	1,583	23,220	688,019
SC Radio Tower Infrastructure	2022	225,000	-	148,549	21,149	375	-	54,927
SC Refresh MDF and IDF	2016, 2020 - 2022	1,890,000	513,671	762,081	66,564	-	68,550	479,134
SC College Police Department Cameras	2022	651,000	-	-	58,439	-	53,472	539,089
SC Schedule Development and Event Calendaring	2022	300,000	-	-	-	-	-	300,000
SC Security Camera Refresh	2021	650,000	-	-	92,023	300,898	-	257,079
SC Server Refresh	2024	500,000				-	-	500,000
SC Virtual System Refresh	2020	207,210	-	141,054	37,478	-	-	28,678
SC Virtual System Refresh / DaaS	2023	500,000	-	-	-	9,077	67,644	423,279
SC Wayfinding/Digital Signage	2022	350,000	-	1,408	-	-	-	348,592
SOCCCD Banner Implementation	2023-2024	22,504,245	-	4,034,019	5,610,244	49,769	12,659,548	150,665
SOCCCD CVC-OEI Integration	2021	300,000	47,668	242,139	-	-	10,193	-
SOCCCD Degree Audit/MAP Upgrade	2013 & 2015	1,593,566	1,556,166	20,400	13,600	-	3,400	-
SOCCCD District Computing Micro Segmentation	2021	330,000	-	-	-	103,225	-	226,775
SOCCCD DW Cable Refresh	2022	200,000	-	87,356	79,964	-	-	32,680
SOCCCD DW CCC Apply Migration to SuperGlue	2022	250,000	-	122,545	96,699	-	22,172	8,584
SOCCCD DW Center for Technology Innovation (CTI)	2022	350,000	-	110,283	63,712	2,681	-	173,324
SOCCCD DW Cloud Services	2021 & 2022, 2024	1,660,000	102,118	356,801	518,859	80,354	226,088	375,780
SOCCCD DW Data Backup Refresh	2020	905,734	534,238	-	371,496	-	-	-
SOCCCD DW Data Transformation Initiatives	2024	600,000				33,096	347,848	219,056
SOCCCD DW Datacenter UPS Refresh	2023	155,000	-	-	20,590	6,664	81,700	46,046
SOCCCD DW DTSMP Strategic Initiatives for 2023-24	2023	225,000	-	-	124,200	12,995	26,346	61,459
SOCCCD DW Firewall Refresh	2022	1,200,000	-	884,962	146,217	-	4,500	164,321
SOCCCD DW Information Security Initiatives	2019 & 2022	440,000	117,259	123,079	120,869	35,678	43,050	65
SOCCCD DW Maintenance, Updates, and Modernization of Legacy Systems	2023	225,000	-	-	151,635	525	22,825	50,015
SOCCCD DW Network Refresh	2021	6,300,000	211,968	5,392,450	610,784	-	46,832	37,966
SOCCCD DW Private WAN Network Refresh	2020	220,000	69,270	36,929	11,080	1,438	-	101,283
SOCCCD DW Replace DW Security Log Correlation Platform	2023	200,000	-	-	-	-	-	200,000
SOCCCD DW Vulnerability Assessment	2020	200,000	106,650	-	17,940	-	-	75,410
SOCCCD HR/Bus Svcs Integrated Software	2013, 2018 - 2022, 2024	25,940,300	20,668,614	1,587,325	1,563,365	77,923	23,498	2,019,575
SOCCCD IT Basic Aid Projects Contingency		460,999	64,600	-	-	-	-	396,399
SOCCCD MySite Faculty Services Upgrade	2018	275,000	242,140	16,979	-	-	-	15,881
SOCCCD On-Premise Server and Storage Capacity	2022	645,000	163,049	34,800	14,697	259,874	-	172,580
SOCCCD Student Evaluation Tool	2022	350,000	-	88,935	42,062	71,795	-	147,208
SOCCCD Student Information System Enhancement	2013, 2018 - 2022, 2024	22,656,000	16,949,617	1,823,086	1,927,812	62,868	1,117,911	774,706
IT PROJECTS TOTAL		134,930,452	59,075,953	17,987,758	15,988,716	1,468,427	15,450,904	24,958,694

OTHER ALLOCATIONS								
SOCCCD Credit Card Fees	2020 - present	2,781,872	926,211	555,661	635,823	250,445	5,814	407,917
SOCCCD FPP, IPP, 5 Year Plans	2013, 2019, 2020, 2023	2,850,000	674,739	346,703	80,379	-	329,821	1,418,358

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 30, 2024

Project Description		*Approved Amount*	1999-2022 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2024-25 YTD Obligations	Balance Remaining for 2024-25
SOCCCD Legal Counsel Facility Related Issues	2013 & 2017	863,000	245,970	53,325	39,891	-	55,284	468,530
SOCCCD Legislative Advocacy Services - Basic Aid	2004 - present	1,691,372	1,315,301	116,071	82,379	20,490	150,371	6,760.38
SOCCCD Pension Rate Stabilization Program	2016, 2020 - 2022	84,700,000	50,700,000	7,000,000	12,000,000	15,000,000	-	-
SOCCCD Pre-Planning and Investigation	2015, 2018 & 2019	1,181,140	681,947	-	-	-	-	499,193
SOCCCD Retiree Benefits	2001 - present	130,175,040	100,889,143	2,468,445	19,853,504	6,963,948	-	-
SOCCCD Trustee Election/General Election Expense	2004 - present	4,801,479	3,866,126	385,353	-	-	-	550,000
OTHER ALLOCATIONS TOTAL		229,043,903	159,299,437	10,925,558	32,691,976	22,234,883	541,290	3,350,759
BASIC AID PROJECT TOTALS		**1,396,245,583**	**843,424,235**	**80,860,910**	**121,904,751**	**30,862,754**	**62,184,968**	**257,007,965**

Fiscal Year Allocation	1,096,720,460	95,983,858	91,994,789			111,546,476
Cumulative Commitments	1,096,720,460	1,192,704,318	1,284,699,107			1,396,245,583
Fiscal Year Receipts	1,136,640,353	96,138,071	95,852,356			87,861,415
Cumulative Receipts	1,136,640,353	1,232,778,424	1,328,630,780			1,416,492,195
Cumulative Expenses & Obligations	843,424,235	924,285,145	1,046,189,896			1,139,237,618
Uncommitted Basic Aid Funds	293,216,118	308,493,279	282,440,884			20,246,612

	Approved Amount					*Receipts Change*	*Commitment Change*
Change from June 2024 Report:							
FY 2024-25 Basic Aid Allocation							111,546,476
FY 2023-24 Increase in Receipts						61,799	
FY 2024-25 Estimated Receipts						87,799,616	
Total Change from June 2024 Report	**-**	**-**	**-**	**-**	**-**	**87,861,415**	**111,546,476**

13. INFORMATION ITEMS

Subject	**13.5 SOCCCD: Pension Stabilization Trust Fund**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Irrevocable Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending September 30, 2024 (EXHIBIT A). The portfolio is composed of 16.2% equity funds and 83.8% fixed income mutual funds. The portfolio's performance for the quarter increased 4.96%, ending with a fair market value of $23,582,129. The annualized return since inception is 2.60%. This quarter, $10,762,256 was contributed to the trust representing the $15,000,000 allocation from Basic Aid less the $4,237,744 transfer to the colleges and district services to offset increased pension costs for the quarter ending June 30, 2024.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A_PST_11.18.24.pdf (762 KB)

Benefit Trust
Fiduciary Passport Services

October 10, 2024

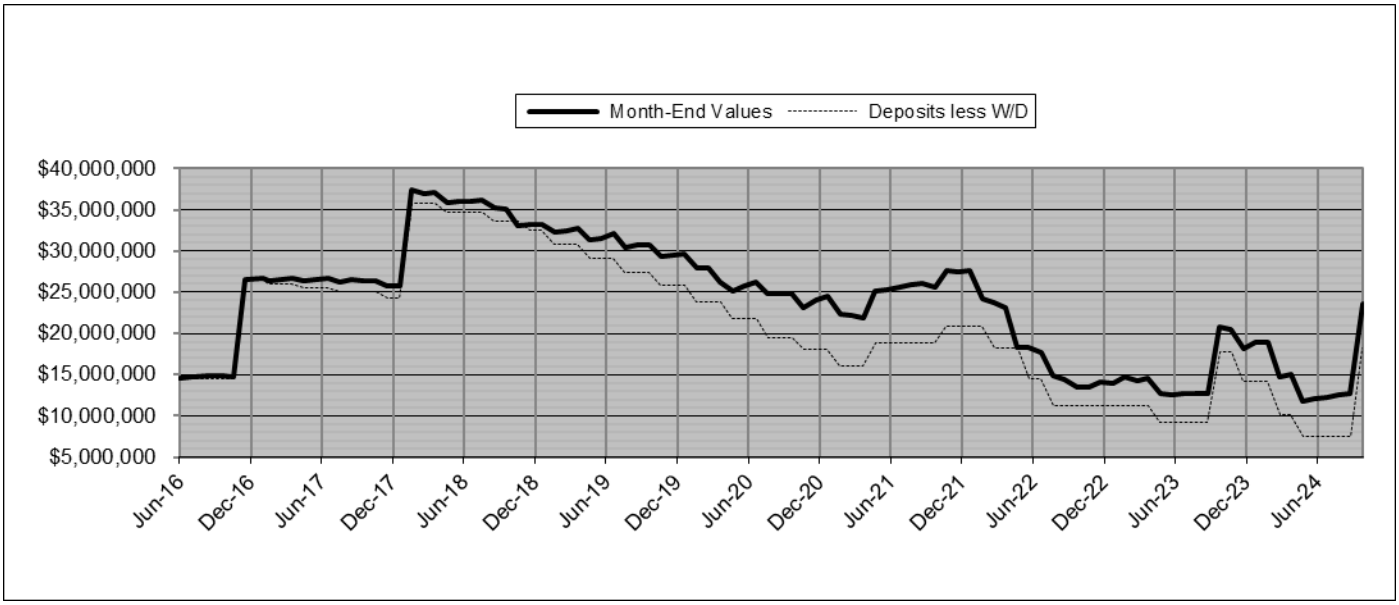
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

With a fair market value on September 30, 2024 of $23,582,129.18 your portfolio's performance was up 4.96% for the quarter and up 2.60% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the quarter as a diversified mix of equity funds (16.2%) and fixed income funds (83.8%). It was designed to be invested over an intermediate time frame. A total of $70,024,518.00 has been deposited in various installments since the June 16, 2016 inception date, while $51,791,625.88 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

Performance	*3rd Quarter 2024*	*Year-To-Date*	*Annualized Since Inception*
South Orange CCCD PST	4.96%	6.36%	2.60% annualized return
S&P 500	5.89%	22.09%	15.04% (Domestic Stocks)
MSCI EAFE	7.34%	13.49%	8.34% (International stocks)
Barclays Aggregate	5.20%	4.46%	1.31% (Domestic Bonds)
Barclays Global	6.98%	3.60%	0.17% (Global Bonds)



Very truly yours,

Scott Rankin Digitally signed by Scott Rankin
Date: 2024.10.10 17:17:23 -05'00'

Scott W. Rankin
Senior Vice President

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

benefittrust.com 913.319.0380 BTPassport@benefittrust.com

Pension Stabilization Trust

Month - Year		Contributions		Withdrawals		Ending Value
June-2016	$	14,500,000	$	-	$	14,633,971
September-2016	$	-	$	-	$	14,817,905
December-2016	$	12,600,000	$	407,038	$	26,758,346
March-2017	$	-	$	623,771	$	26,627,198
June-2017	$	-	$	476,582	$	26,672,038
September-2017	$	-	$	576,098	$	26,439,611
December-2017	$	-	$	788,093	$	25,829,514
March-2018	$	12,600,000	$	1,076,350	$	37,122,840
June-2018	$	-	$	1,025,678	$	35,977,782
September-2018	$	-	$	1,063,186	$	35,113,127
December-2018	$	-	$	1,205,047	$	33,205,615
March-2019	$	-	$	1,657,268	$	32,819,620
June-2019	$	-	$	1,640,570	$	32,089,876
September-2019	$	-	$	1,764,708	$	30,690,094
December-2019	$	-	$	1,525,427	$	29,673,380
March-2020	$	-	$	2,073,030	$	26,238,053
June-2020	$	-	$	2,062,688	$	26,231,454
September-2020	$	-	$	2,239,644	$	24,801,636
December-2020	$	-	$	1,488,855	$	24,520,031
March-2021	$	-	$	2,030,411	$	21,920,972
June-2021	$	5,000,000	$	2,069,672	$	25,660,080
September-2021	$	-	$	-	$	25,589,709
December-2021	$	6,000,000	$	4,094,126	$	27,637,142
March-2022	$	-	$	2,567,658	$	23,160,546
June-2022	$	-	$	3,702,827	$	17,611,131
September-2022	$	-	$	3,331,116	$	13,554,245
December-2022	$	-	$	-	$	14,005,426
March-2023	$	-	$	-	$	14,565,350
June-2023	$	-	$	2,012,374	$	12,661,963
September-2023	$	8,562,262	$	-	$	20,808,261
December-2023	$	-	$	3,582,711	$	18,856,659
March-2024	$	-	$	3,985,529	$	14,957,465
June-2024	$	-	$	2,721,169	$	12,210,198
September-2024	$	10,762,256	$	-	$	23,582,129
Total Contributions & Withdrawals	$	70,024,518	$	51,791,626	$	18,232,892
Investment Earnings					$	5,349,237
Total					$	23,582,129

13. INFORMATION ITEMS

Subject	**13.6 SOCCCD: Retiree (OPEB) Trust Fund**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 - *Financial Reporting for Postemployment Benefit Plans Other Than Pensions* and GASB No. 45 - *Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions*. The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending September 30, 2024 (EXHIBIT A). The portfolio is composed of 45.1% common stocks (domestic and international) and 54.9% fixed funds (bonds). The portfolio's performance for the quarter increased 5.96%, ending with a fair market value of $178,615,624. The annualized return since inception is 5.51%. This quarter, $342,284 was contributed to the trust representing the Basic Aid funded actuarially determined normal cost less the actual costs for retiree benefits for the 2023-24 fiscal year.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A- OPEB_11.18.24.pdf (813 KB)

Benefit Trust
Fiduciary Passport Services

October 30, 2024

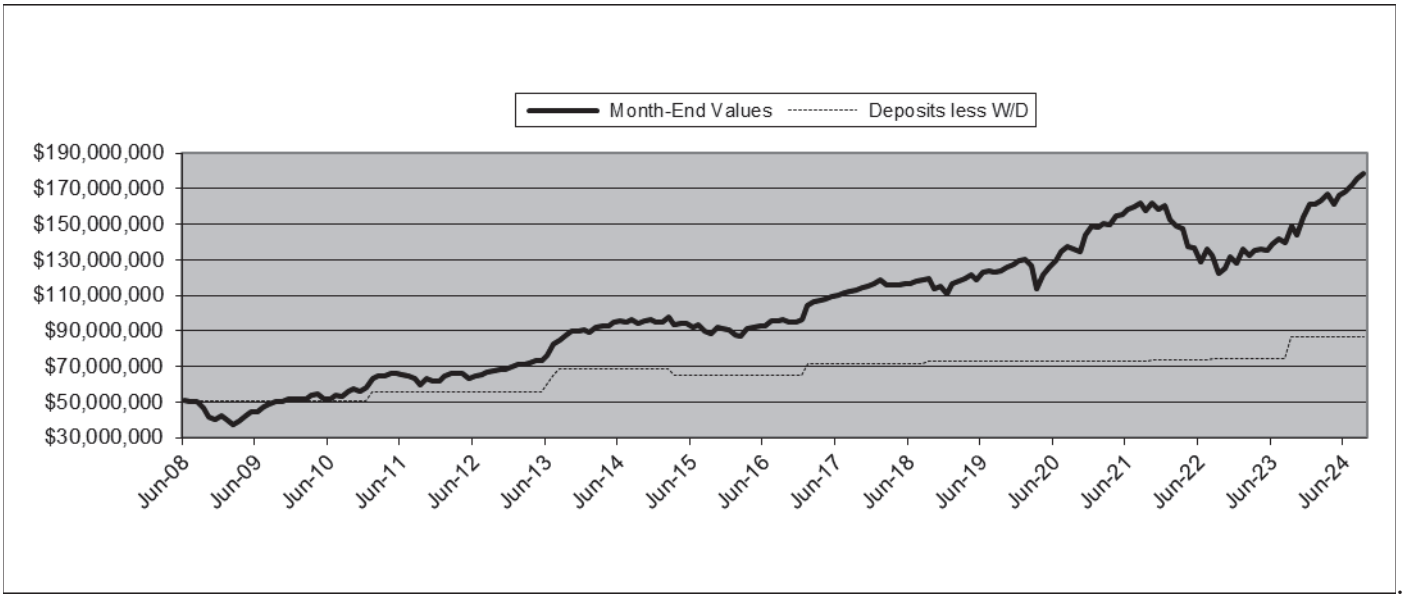
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on September 30, 2024 of $178,615,624.09 your portfolio's performance was up 5.96% for the quarter and up 5.51% on an annualized basis since the June 24, 2008 inception date net of program fees.

Your portfolio ended the quarter as a diversified mix of equity funds (45.1%) and fixed income funds (54.9%). It was designed to be invested over a longer time frame. Total deposits in the amount of $91,280,359.70 have been received since inception. $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.

Performance	*3rd Quarter 2024*	*Year-To-Date*	*Annualized Since Inception*
South Orange CCCD	5.96%	10.63%	5.51% annualized return
S&P 500	5.89%	22.09%	11.89% (Domestic Stocks)
MSCI EAFE	7.34%	13.49%	4.34% (International stocks)
Bloomberg Aggregate	5.20%	4.46%	3.00% (Domestic Bonds)
Bloomberg Global	6.98%	3.60%	1.72% (Global Bonds)



Very truly yours,

Scott Rankin Digitally signed by Scott Rankin
Date: 2024.10.30 13:24:18 -05'00'

Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Withdrawals	Ending Investment Values
June-08	$ 50,791,103		$ 50,589,708
June-09	$ -		$ 44,706,214
June-10	$ -		$ 51,342,419
June-11	$ 4,618,708		$ 65,060,898
June-12	$ -		$ 64,788,984
June-13	$ 5,000,000		$ 76,038,439
June-14	$ 8,389,913		$ 95,689,395
June-15	$ -	$ 4,000,000	$ 92,222,506
June-16	$ -		$ 92,851,363
June-17	$ 6,876,878		$ 110,063,884
June-18	$ -		$ 116,478,409
June-19	$ 1,053,093		$ 123,157,480
June-20	$ 484,735		$ 129,192,912
June-21	$ -		$ 158,063,071
June-22	$ 151,468		$ 128,941,176
June-23	$ 910,674		$ 139,114,857
June-24	$ 12,661,504		$ 168,230,645
September-24	$ 342,284		$ 178,615,624
Total Contributions & Withdrawals	$ 91,280,360	$ 4,000,000	$ 87,280,360
Investment Earnings			$ 91,335,264
Total			$ 178,615,624

13. INFORMATION ITEMS

Subject	**13.7 SOCCCD: Quarterly Financial Status Report (CCFS-311Q)**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The 2024-25 California Community Colleges Quarterly Financial Status Report (CCFS-311Q) for SOCCCD, as of September 30, 2024, is attached (EXHIBIT A) for the Board of Trustees' information and review.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A 2024-25 CCFS-311Q - Q1.pdf (1,002 KB)

California Community Colleges

QUARTERLY FINANCIAL STATUS REPORT

(Financial Report for Fiscal Year 2024-2025, Quarter: 1)

District: SOUTH ORANGE **District Code:** 890

I, the District Chief Business Officer, hereby certify that the information in the Quarterly Financial Status Report (CCFS-311Q) is prepared in accordance with Title 5, Section 58310 and is accurate and complete to the best of my knowledge.

Chief Business Officer: Ann-Marie Gabel

Electronic Certification Date: Thursday, October 31, 2024

Contact: Connie Cavanaugh Executive Director, Fiscal Services
(949) 582-4661 Ext: ccavanaugh@socccd.edu

The Chancellor's Office no longer requires a report to be submitted electronically (PDF) or by mail, as districts certify through the application. No further action is required by the district.

Fiscal Year: 2024 **Quarter Ended: 1**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Projected 2024-2025
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	316,583,639	339,238,095	369,353,752	368,498,356
A.2	Other Financing Sources (Object 8900)	11,516,942	13,469,673	15,902,235	16,389,714
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	328,100,581	352,707,768	385,255,987	384,888,070
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	217,744,060	234,626,913	267,917,515	301,938,956
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	96,110,937	109,796,747	99,977,806	112,985,133
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	313,854,997	344,423,660	367,895,321	414,924,089
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	14,245,584	8,284,108	17,360,666	(30,036,019)
D.	**Fund Balance, Beginning**	84,978,526	99,224,110	107,508,218	124,868,884
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	84,978,526	99,224,110	107,508,218	124,868,884
E.	**Fund Balance, Ending (C. + D.2)**	99,224,110	107,508,218	124,868,884	94,832,865
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	31.6%	31.2%	33.9%	22.9%

Line	Description	As of the specified quarter ended for each fiscal year			
		2021-2022	2022-2023	2023-2024	2024-2025
Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds	64,292,353	82,525,977	81,643,983	114,718,413
H.2	Cash, borrowed funds only	0	0	0	0
H.3	Total Cash (H.1+ H.2)	64,292,353	82,525,977	81,643,983	114,718,413

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	368,498,356	368,498,356	30,143,870	8.2%
I.2	Other Financing Sources (Object 8900)	16,389,714	16,389,714	3,806,742	23.2%
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	384,888,070	384,888,070	33,950,612	8.8%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	301,968,956	301,938,956	62,216,856	20.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	112,955,133	112,985,133	22,213,948	19.7%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	414,924,089	414,924,089	84,430,804	20.3%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	(30,036,019)	(30,036,019)	(50,480,192)	
L.	Fund Balance, Beginning	124,868,884	124,868,884	124,868,884	
L.1	Prior Year Adjustments + (-)	0	0	0	
L.2	**Adjusted Fund Balance, Beginning (L + L.1)**	124,868,884	124,868,884	124,868,884	
M.	**Fund Balance, Ending (K. + L.2)**	94,832,865	94,832,865	74,388,692	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	22.9%	22.9%		

Has the district settled any employee contracts during this quarter? YES

Contract Period Settled (Specify)		Management		Academic Permanent		Academic Temporary		Classified	
YYYY-YYYY		Total Cost Increase	Percentage Increase	Total Cost Increase	Percentage Increase	Total Cost Increase	Percentage Increase	Total Cost Increase	Percentage Increase
A. Salaries									
Year One:	2024-2025	0	0.00	1,812,786	1.48	863,373	0.71	46,227	1.95
Year Two:	2025-2026	0	0.00	2,400,620	1.93	1,417,758	1.14	68,425	2.81
Year Three:	2026-2027	0	0.00	2,853,549	2.22	2,890,509	2.25	97,316	3.86
B. Benefits									
Year One:	2024-2025	0	0.00	395,913	0.00	188,562	0.15	16,984	0.72
Year Two:	2025-2026	0	0.00	524,295	0.42	309,638	0.25	25,618	1.05
Year Three:	2026-2027	0	0.00	623,214	0.49	631,287	0.49	36,824	1.46

Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code)

This shall be funded from local property taxes.

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.

Does the district have significant fiscal problems that must be addressed? **This Year?** NO

If yes, what are the problems and what actions will be taken? **Next Year?** NO

13. INFORMATION ITEMS

Subject	**13.8 SOCCCD: Monthly Financial Status Report**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Information

BACKGROUND

Unrestricted General Fund financial reports 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 actual transactions through September 30, 2024 (EXHIBIT A). A review of actual revenues and expenditures for the reporting period show they are in line with the budget.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

File Attachments
EXHIBIT A Monthly Financial Report 11.18.24.pdf (672 KB)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Unrestricted General Fund Income and Expenditure Summary
As of September 30, 2024

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE	9712	**$ 124,868,884**	**$ 124,868,884**	**$ 124,868,884**	100.00%
SOURCES OF FUNDS					
REVENUES:					
Federal Sources	8100-8199	$ 200,000	$ 200,000	$ 3,827	1.91%
Other State Sources	8600-8699	26,241,873	26,241,873	1,715,064	6.54%
Other Local Sources	8800-8899	342,056,483	342,056,483	28,424,979	8.31%
Total Revenue		368,498,356	368,498,356	30,143,870	8.18%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	$ 50,000	$ 50,000	$ 7,238	14.48%
Fiscal Agent Pass-Thru	8970-8979	-	-	-	0.00%
Interfund Transfers In	8980-8981	16,339,714	16,339,714	3,799,504	23.25%
Other Incoming Transfers	8982-8989	-	-	-	0.00%
Total Other Sources		16,389,714	16,389,714	3,806,742	23.23%
TOTAL SOURCES OF FUNDS		**384,888,070**	**384,888,070**	**33,950,612**	**8.82%**
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	$ 114,729,733	$ 114,729,733	$ 23,715,338	20.67%
Classified Salaries	2000-2999	61,563,728	61,620,026	14,186,326	23.02%
Employee Benefits	3000-3999	79,764,967	79,779,207	16,393,622	20.55%
Supplies & Materials	4000-4999	2,308,720	2,362,857	582,872	24.67%
Services & Other Operating	5000-5999	36,011,276	35,853,725	6,925,851	19.32%
Capital Outlay	6000-6999	7,590,532	7,593,408	412,847	5.44%
Total Expenditures		301,968,956	301,938,956	62,216,856	20.61%
OTHER FINANCING USES:					
Interfund Transfers Out	7300-7399	$ 112,955,133	$ 112,985,133	$ 22,213,948	19.66%
Other Outgoing Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		112,955,133	112,985,133	22,213,948	19.66%
TOTAL USES OF FUNDS		**414,924,089**	**414,924,089**	**84,430,804**	**20.35%**
SURPLUS / (DEFICIT)		**(30,036,019)**	**(30,036,019)**	**(50,480,192)**	
ENDING FUND BALANCE		**$ 94,832,865**	**$ 94,832,865**	**$ 74,388,692**	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		$ 30,625,261	$ 30,625,261		
Assigned Reserve, Basic Aid		20,246,612	20,246,612		
Nonspendable Fund Balance		57,462	57,462		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		43,903,530	43,903,530		
TOTAL ENDING FUND BALANCE		$ 94,832,865	$ 94,832,865		

NOTE: As of September 30, 2023 actual sources of funds were 7.32% and actual uses of funds were 24.19% of the revised budget to date.

IRVINE VALLEY COLLEGE
Unrestricted General Fund Income and Expenditure Summary
As of September 30, 2024

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE	9712	**$ 19,799,523**	**$ 19,799,523**	**$ 19,799,523**	100.00%
SOURCES OF FUNDS					
REVENUES:					
Federal Sources	8100-8199	$ -	$ -	$ -	0.00%
Other State Sources	8600-8699	-	-	-	0.00%
Other Local Sources	8800-8899	-	-	-	0.00%
Total Revenue		-	-	-	0.00%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	$ -	$ -	$ -	0.00%
Fiscal Agent Pass-Thru	8970-8979	-	-	-	0.00%
Interfund Transfers In	8980-8981	-	-	-	0.00%
Other Incoming Transfers	8982-8989	-	-	-	0.00%
Total Other Sources		-	-	-	0.00%
DRAC ALLOCATION		$ 106,383,233	$ 106,383,233	$ 13,016,518	12.24%
TOTAL SOURCES OF FUNDS		**106,383,233**	**106,383,233**	**13,016,518**	**12.24%**
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	$ 43,291,239	$ 43,291,239	$ 9,294,045	21.47%
Classified Salaries	2000-2999	19,741,673	19,797,971	4,671,495	23.60%
Employee Benefits	3000-3999	25,277,635	25,291,875	5,891,369	23.29%
Supplies & Materials	4000-4999	995,152	1,019,977	214,871	21.07%
Services & Other Operating	5000-5999	8,923,920	8,798,057	1,129,068	12.83%
Capital Outlay	6000-6999	-	500	391	78.16%
Total Expenditures		98,229,619	98,199,619	21,201,239	21.59%
OTHER FINANCING USES:					
Interfund Transfers Out	7300-7399	$ 8,329,000	$ 8,359,000	$ -	0.00%
Other Outgoing Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		8,329,000	8,359,000	-	0.00%
TOTAL USES OF FUNDS		**106,558,619**	**106,558,619**	**21,201,239**	**19.90%**
SURPLUS / (DEFICIT)		**(175,386)**	**(175,386)**	**(8,184,721)**	
ENDING FUND BALANCE		**$ 19,624,137**	**$ 19,624,137**	**$ 11,614,802**	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		$ 3,683,611	$ 3,683,611		
Assigned Reserve, Basic Aid		-	-		
Nonspendable Fund Balance		-	-		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		15,940,526	15,940,526		
TOTAL ENDING FUND BALANCE		$ 19,624,137	$ 19,624,137		

NOTE: As of September 30, 2023 actual sources of funds were 9.89**%** and actual uses of funds were 21.35**%** of the revised budget to date.

SADDLEBACK COLLEGE
Unrestricted General Fund Income and Expenditure Summary
As of September 30, 2024

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE	9712	**$ 24,881,169**	**$ 24,881,169**	**$ 24,881,169**	100.00%
SOURCES OF FUNDS					
REVENUES:					
Federal Sources	8100-8199	$ -	$ -	$ -	0.00%
Other State Sources	8600-8699	-	-	-	0.00%
Other Local Sources	8800-8899	-	-	-	0.00%
Total Revenue		-	-	-	0.00%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	$ -	$ -	$ -	0.00%
Fiscal Agent Pass-Thru	8970-8979	-	-	-	0.00%
Interfund Transfers In	8980-8981	-	-	-	0.00%
Other Incoming Transfers	8982-8989	-	-	-	0.00%
Total Other Sources		-	-	-	0.00%
DRAC ALLOCATION		$ 165,874,463	$ 165,874,463	$ 15,382,132	9.27%
TOTAL SOURCES OF FUNDS		**165,874,463**	**165,874,463**	**15,382,132**	**9.27%**
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	$ 70,286,668	$ 70,286,668	$ 14,150,927	20.13%
Classified Salaries	2000-2999	27,582,090	27,582,090	6,276,537	22.76%
Employee Benefits	3000-3999	38,447,400	38,447,400	8,553,706	22.25%
Supplies & Materials	4000-4999	1,182,132	1,207,944	346,882	28.72%
Services & Other Operating	5000-5999	17,003,550	16,971,862	2,485,754	14.65%
Capital Outlay	6000-6999	7,452,032	7,457,908	404,440	5.42%
Total Expenditures		161,953,872	161,953,872	32,218,246	19.89%
OTHER FINANCING USES:					
Interfund Transfers Out	7300-7399	$ 5,314,685	$ 5,314,685	$ 250,000	4.70%
Other Outgoing Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		5,314,685	5,314,685	250,000	4.70%
TOTAL USES OF FUNDS		**167,268,557**	**167,268,557**	**32,468,246**	**19.41%**
SURPLUS / (DEFICIT)		**(1,394,094)**	**(1,394,094)**	**(17,086,114)**	
ENDING FUND BALANCE		**$ 23,487,075**	**$ 23,487,075**	**$ 7,795,055**	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		$ 6,073,270	$ 6,073,270		
Assigned Reserve, Basic Aid		-	-		
Nonspendable Fund Balance		-	-		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		17,413,805	17,413,805		
TOTAL ENDING FUND BALANCE		$ 23,487,075	$ 23,487,075		

NOTE: As of September 30, 2023 actual sources of funds were 6.90% and actual uses of funds were 20.35% of the revised budget to date.

14. WRITTEN AND ORAL REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS Reports by the following individuals may be written and submitted through the docket process prior to distribution of the Board agenda packet.

Subject	**14.1 Reports from Administration**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Reports

Reports by the following individuals may be written and submitted through the docket process prior to distribution of the board agenda packet. Speakers are limited to two minutes each.

The following written reports are included for information:

- Chancellor
- Irvine Valley College President
- Saddleback College President

Oral Reports for your information:

- Chancellor
- Irvine Valley College President
- Saddleback College President
- Vice Chancellor, Business Services
- Vice Chancellor, Educational and Technology Services
- Vice Chancellor, Human Resources

File Attachments
ChancellorsBOTReport - November 2024.pdf (879 KB)
IVC President's Report November 2024 Final.pdf (1,911 KB)
Saddleback President's ReportNovember2024.pdf (639 KB)

Office of the Chancellor

DATE: November 12, 2024
TO: Members of the Board of Trustees
FROM: Chancellor, Dr. Julianna Barnes
SUBJECT: Chancellor's Report for November 2024 Board Meeting

COMMUNITY COLLEGE FOCUS

CRITICAL SUPPORT ALLOWS STUDENTS TO FOCUS ON THEIR EDUCATION

Food, housing, direct aid, referrals available

Chancellor Julianna Barnes leads district with empathy

Fostering a sense of belonging a top priority

South Orange County Community College District

State of the District

At Irvine Valley College on February 28, 2025

SOCCCD in the News

On Sunday, November 3, the South Orange County Community College District made headlines in the Orange County Register with several stories published in the Community College Focus section of the paper.

This special coverage shines a spotlight on the District's broad commitment to student success and regional growth, exploring everything from the district's dedication to student support and its economic contributions to Southern California, to inspiring profiles of students and alumni who are making a difference.

This feature celebrates the accomplishments of SOCCCD's vibrant community, showcasing how Saddleback College and Irvine Valley College empower students to reach their full potential. The spread featured the following topics:

- Student Support Services
- Chancellor Barnes
- Workforce Development
- Student Stories: Juan Salazar and Sharla Clemente
- Cutting-Edge Programs Earn National Acclaim
- Saddleback College Robotics
- SOCCCD Economic Impact
- Irvine Valley College STEM
- Power of Words

Orange County Business Council's Annual Economic Forecast

I was honored to join the SOCCCD team for the Orange County Business Council's annual economic forecast event in partnership with California State University, Fullerton to learn about the trends of the economy and how these trends could impact our daily lives. While reports were better than expected, it was clear that those struggling are feeling the impacts of the economy the most. The entire report provided great insight on how to continue our work of educating the future workforce in Orange County. To view the full report, visit https://lnkd.in/gntK6H_E.

Women in Business Awards - Orange County Business Journal

Two distinguished women of SOCCCD were nominated for the Orange County Business Journal's prestigious Women in Business awards - Vice Chancellor of HR Cindy Vyskocil and Vice Chancellor of Business Services Ann-Marie Gabel.

This respected event honors five exceptional women in business, highlighting their contributions to the Orange County community. Each nominee is featured in the OCBJ's Women in Business publication both online and in print and treated as VIPs at the annual luncheon.

Congratulations Dr. Vyskcoil and Dr. gabel. We are so proud of you and all that you do for the South Orange County Community College District.

Vision 2030 OC Regional Convening

College and District staff attended the Vision 2030 Orange County Regional Convening to discuss and align our Inspire 2035 strategic plan with the Chancellor's Office Vision 2030 goals. The convening was held on November 7th and 8th with community college staff across the county. We look forward to the things to come from the Orange County Regional Consortium in relation to Vision 2030 and how we can work together to support our students and the local workforce.

Veteran of the Year Ceremony

Congratulations Dr. Martha McDonald for being recognized as Assembly Member Cottie Petrie-Norris' Irvine Veteran of the Year! You are a pillar of strength and what is possible. Thank you for being an inspiration to many.

Pictured from left to right – Clerk Carolyn Inmon, Trustee Ryan Dack, Supervisor Katrina Foley, Costa Mesa Mayor John Stephens, Lake Forest Veteran Honoree, Assembly Member Cotti Petrie Norris, Dr. Martha McDonald and Irvine veteran of the Year, Tustin Veteran Honoree, Irvine Council Member Tammy Kim, Trustee Marcia Milchiker, President Tim Jemal, Vice President Terri Rydell.

Inaugural meeting of the South Orange County Education Alliance (SOCEA)

SOUTH ORANGE COUNTY
EDUCATION ALLIANCE

I am so proud to share that the inaugural convening of the newly established South Orange County Education Alliance took place with SOCCCD leading the charge! Forming this Alliance enables us to build upon our existing strong relationships by fostering regional synergy in South County. This collaboration aims to enhance academic and career pathways leading to equitable outcomes for all students. By creating a platform for networking and cooperation, we seek to leverage the collective expertise and resources of our educational community—from high schools to community colleges, and four-year universities—to address shared challenges and pursue common goals. A heartfelt thanks to my colleagues from the Capistrano Unified School District (CUSD), Saddleback Valley Unified School District, Irvine Unified School District, TUSTIN UNIFIED SCHOOL DISTRICT, Laguna Beach Unified School District, Saddleback College, Irvine Valley College, California State University, Fullerton, and UC Irvine for your engagement and dedication to creating a more vibrant and equitable educational ecosystem for the beautifully, diverse students we serve.

SOCCCD visits CA Senator Blakespear

We were incredibly thankful for the opportunity to meet with Senator Catherine Blakespear and her team last month at her district office in Laguna Hills to recap the legislative session and to explore opportunities to partner in the future. We appreciate her ongoing support of community colleges and of the students in our district. We plan to visit her in Sacramento or have her visit the Saddleback College campus again in the neat future.

SOCCCD at CCFC Conference

District employees proudly represented the great things happening at the District at the Community College Facilities Coalition's (CCFC) 31st Annual Conference on November 6-8, 2024.

Mary Opel, District Director of Facilities, and Anna Petrossian, Irvine Valley College Assistant Director of Facilities, Capital Outlay Projects presented "Outdoor Learning Environments: Sustainable Spaces that Improve Learning Outcomes" showcasing the outdoor learning lab that was built adjacent to the Performing Arts Center.

Priya Jerome, District Executive Director of Procurement, Central Services, and Risk Management, presented "Enhancing College Facilities and Operations through CollegeBuys Contracts" identifying ways to leverage economies of scale with compliant contracts to maximize cost savings, speed up timelines, and realize operational efficiencies.

SOCCCD in the News

The following links are to stories in the press since the last Board of Trustees meeting.

- OC Register – November 6 - Labor Study: SOCCCD contributes $7.1 billion to the Orange County economy
- OC Register – November 3 – Community College Focus – SOCCCD
- Orange County Business Journal - October 2024 – Meet the Nominees

Irvine Valley College

5500 Irvine Center Drive, Irvine, CA 92618 | 949-451-5100 | ivc.edu

TO: Julianna M. Barnes, Ed.D., Chancellor, and Members of the Board of Trustees

FROM: John C. Hernandez, Ph.D., President

DATE: November 7, 2024

SUBJECT: **President's Report for the November 18, 2024 Board of Trustees Meeting**

IVC Student Serah Fayad Reaches New Heights through Program with NASA

IVC student Serah Fayad, an aerospace engineering major, recently joined NASA's Community College Aerospace Scholars Program. As part of Mission 2, she collaborated with a national team to develop solutions for a simulated mission to the Moon and Mars, mirroring NASA's workplace dynamics. Fayad hopes to advance to Mission 3, an immersive, three-week hybrid experience that includes a week onsite at a NASA Field Center, where she'll tackle real-world challenges, network with NASA experts, and explore the world of aerospace engineering firsthand. Read the full story here.

IVC Hosts Annual First-Generation College Student Celebration

On November 14, IVC hosted its annual First-Generation College Student Celebration, organized by the Guided Pathways Classified Completion Team. The event featured engaging activities such as a First-Gen Student Gallery, First-Gen Advice Wall, First-Gen Experience Walk, games, and a mini resource fair. This year's inspiring lineup of speakers included First-Generation Student Club Clerk Chris Rodas, ASIVC Vice President of Diversity, Equity, Inclusion, and Accessibility Candy Velazquez, MESA Program Interim Director César Montenegro, and Vice President for Student Services Martha McDonald. The celebration concluded with a presentation from the Transfer Center titled "Transfer and University Opportunities for First-Gen College Students."

IVC Honors Native American Heritage Month

On November 13, the Office of Student Equity hosted an event celebrating Native American Heritage Month (NAHM). Students explored local vendors and cultural displays highlighting the heritage and traditions of Native American communities. Native-led nonprofits and community organizations, including the San Onofre Parks Foundation and Natives4Nature, were present alongside local small-owned Native businesses selling art and beaded jewelry. The Blas Aguilar Adobe Museum & Acjachemen Center, along with the California Cultural Resource Preservation Alliance, showcased artifacts and provided insights into the history of the Juaneño/Acjachemen people, their traditions, and the influence of Spanish colonization. NAHM is dedicated to raising awareness of injustices native persons face, both historically and contemporarily, and how we can support tribal citizens, conserve natural land, and honor the traditions and values of native people

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Julianna M. Barnes, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

IVC Honors Veterans Day with Commemoration and Resource Fair

On November 7, IVC hosted its annual Veterans Day Commemoration. Director of the Veterans Services Center, Dylan Bender, began the event with a land acknowledgment and a speech that explored the origins, significance, and impact of Veterans Day. During the ceremony, IVC honored its employees, who are veterans, recognizing each by name for their service. The event concluded with a special cake-cutting ceremony in honor of the U.S. Marine Corps' 249th birthday. Earlier in the week, the Veterans Services Center organized a resource fair with 40 booths representing nonprofit and community partners, each offering benefits and support services for veterans.

College Fair Returns for Fall 2024

On November 6, IVC's Fall 2024 College Fair welcomed representatives from 45 colleges and universities, providing students with valuable insights into transfer pathways, program offerings, admissions, and scholarship opportunities. This event underscores IVC's dedication to supporting students as they prepare for four-year institutions. With a diverse range of academic institutions in attendance, the fair highlighted the many options available to students, empowering them to make informed choices about their educational journeys.

IVC Financial Office Sets Record with Historic Financial Aid Disbursement

On November 5, IVC's Financial Office disbursed a record-breaking total of $9,055,172 in state and federal financial aid to 2,715 students. This distribution is the largest disbursement of financial assistance in IVC's history, reflecting the college's commitment to supporting students' economic well-being as they work toward their academic goals. Financial aid provides students with essential resources for tuition, textbooks, transportation, housing, and other expenses.

ASIVC Joins Annual Love Irvine Serve Day

On Saturday, November 2, fifteen members of the Associated Students of Irvine Valley College (ASIVC), Inter-Club Council, and their families joined 120 community volunteers for Love Irvine's City-Wide Service Day at Crean Lutheran High School. The IVC team helped create 150 no-sew blankets for the 2/11 Marine Battalion at Camp Pendleton. This annual event, organized by the 2/11 Marine Adoption Committee in partnership with the City of Irvine, highlights community solidarity in support of Irvine's adopted Marines. IVC is proud to be part of this impactful initiative and looks forward to continued collaboration with Love Irvine in service of our local military community.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Julianna M. Barnes, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

Dr. Martha McDonald Named a 2024 Veteran of the Year

On November 1, Assemblywoman Cottie Petrie-Norris hosted the fifth annual Veterans of the Year ceremony at IVC, celebrating the sacrifices and achievements of three veterans who have strengthened their communities and nation. Among the honorees was IVC's Dr. Martha McDonald, Vice President for Student Services, recognized as a 2024 Veteran of the Year for her distinguished military service in the U.S. Marine Corps and dedication to educational equity. At IVC, Dr. McDonald oversees Student Services supporting minoritized and low-income students through initiatives to close achievement gaps. Also honored were Victor Bakkila, U.S. Army and Michael Carter, U.S. Marine Corps. Reflecting on her award, Dr. McDonald said, "Being recognized among such distinguished veterans is a profound honor. This award reflects my journey—from being the first woman to complete and teach at the Marine Corps Security Forces School, to supporting a diverse community of students and veterans at IVC."

13th Annual IVC and Saddleback Student Research Symposium Showcases Student Innovation

On November 1, the IVC and Saddleback Honors Programs hosted their 13th Annual Student Research Symposium. Of the 111 research projects that were presented, 83 were from IVC students. Topics ranged from sleep deprivation and the impacts of loneliness and social isolation to the evolving capabilities of Artificial Intelligence language models. The event featured an inspiring keynote address by Dr. Kristen Skjonsby, Professor of English at IVC, titled "The War on Terror and Me: Research as a Method of Interrogation." The Symposium celebrated the achievements of student scholars and the invaluable mentorship provided by faculty who guided them throughout their research journeys.

IVC Hosts "Día de Los Muertos" Community Celebration with Campus Altar

On October 30, IVC students, faculty, and staff gathered to honor "Día de Los Muertos," Spanish for the Day of the Dead, with a community altar and live performance by Mariachi Toro. The celebration was co-hosted by the Puente Program, the Latinx Student Association, and the Office of Student Equity. Central to "Día de Los Muertos" is the "ofrenda," an altar adorned with photos, favorite foods, beverages, and cherished mementos of departed family members. This sacred tradition invites the souls of loved ones to return, guided by heartfelt prayers and messages from those they left behind. IVC's community altar allowed everyone on campus to come together in remembrance, celebrate shared heritage, and reflect on the legacies of those who have passed. View photos here.

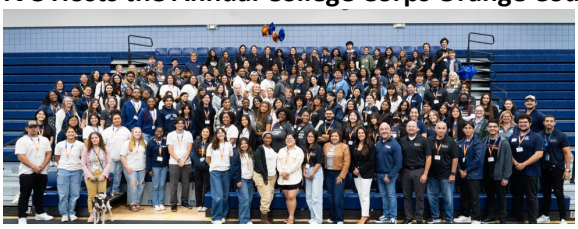
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Julianna M. Barnes, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

Discovering Career Paths: Adult English as a Second Language (AESL)

On October 28, the AESL Department held an event highlighting noncredit to credit pathway opportunities for students. Nearly 130 intermediate-high and advanced AESL students gathered to learn about career-focused pathways in Entrepreneurship, Computer Information Management, and Real Estate. The event also introduced students to valuable resources and support services available through the Career Center. The presentations concluded with an engaging Q&A session, allowing students to ask questions and gain additional insights into their academic and career options.

IVC Hosts the Annual College Corps Orange County Consortium Symposium



On October 26, IVC College Corps hosted the Annual Orange County Consortium Symposium, bringing together students from IVC, Concordia University Irvine, and Vanguard University. The event opened with remarks from College Corps Grant Project Manager David Mendoza, followed by speeches from Chancellor Julianna Barnes, President John Hernandez, and Vice President for Student Services Martha McDonald. Throughout the day, participants engaged in workshops covering LinkedIn, financial literacy, and essential professional skills. Incoming College Corps fellows enjoyed lunch with a panel discussion led by fellows from the program's first cohort, sharing valuable insights and experiences. View photos here.

IVC at ATEP Hosts Manufacturing Day 2024

On October 25, IVC at ATEP welcomed nearly 120 students and educational partners from Tustin and Irvine Unified School Districts for Manufacturing Day 2024. Students received a welcome message from President John Hernandez before exploring diverse career paths available in manufacturing. The event featured hands-on demonstrations led by IVC faculty in Design Model Making and Rapid Prototyping, Drafting Technology, Electrical/Electronic Technology, and Engineering. Students had opportunities to connect with industry-leading companies like Edwards Lifesciences, Applied Medical, and TAE Technologies. This annual event continues to inspire the next generation to pursue careers in manufacturing and engineering across various industry sectors.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Julianna M. Barnes, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

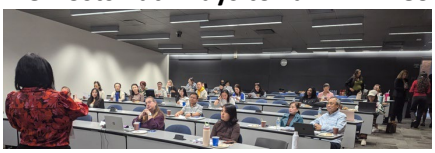
Cyber Day: A Dive into the World of Cybersecurity

On October 25, IVC's Computer Information Management department hosted Cyber Day, an event focused on cybersecurity trends and challenges. Students had the opportunity to learn from industry experts, gain insights into evolving cybersecurity threats, and engage in discussions about real-world security applications. The event featured four distinguished speakers: Cybercrime Specialist and Digital Forensic Examiner with the U.S. Probation & Pretrial Services Office Terry Ginsburg; Cybersecurity Director at Montrose Environmental Group and IVC Adjunct Professor AB White; Distinguished Engineer at Optum Mohan Reddy; and President of the Cloud Security Alliance OC Jackie O. Kalter. Each session concluded with an interactive Q&A, allowing students to dive deeper into these critical topics.

Exploring Industry Insights at IVC's 2nd Annual Real Estate Summit

On October 25, IVC welcomed students to the 2nd Annual Real Estate Summit. The event offers a platform to explore the latest trends and insights in the real estate industry. The day began with a welcome message from Professor Rick Boone. Students had the opportunity to join three distinct breakout sessions, each focusing on critical areas within the industry: real estate agency and brokerage, real estate lending, and real estate investment, development, and franchises. The summit provided a well-rounded look into these sectors, empowering students with actionable insights and connections to advance their careers.

IVC Hosts Pathways to Law Mini-Conference



On October 25, the IVC Career Center and the Pathways to Law program hosted a dynamic mini-conference for students aspiring to careers in the legal field. Students engaged in targeted resume workshops and explored the art of professional branding by creating personalized digital business cards. They also gained insight into IVC's Pathways to Law program, a comprehensive framework designed to guide students through a clear legal academic and career pathway.

Students Connect with Prominent Employers and Career Resources at IVC's Fall 2024 Job Fair

On October 22, IVC hosted the Fall 2024 Job Fair, where students connected with some of the region's leading employers. The event allowed students to explore full-time and part-time job opportunities, network with recruiters, and learn about the vast array of career paths available in the local community. With over 20 organizations in attendance, students had access to a diverse mix of employers looking to connect with emerging talent. Among the organizations present were the City of Irvine, the Irvine Unified School District, and the Orange County Department of Education. Each employer shared valuable insights about their industry and the range of roles available, with many seeking interns, entry-level employees, and seasoned professionals alike.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Ryan Dack, Carolyn Inmon, Timothy Jemal, Marcia Milchiker, T.J. Prendergast III, Terri Rydell, Ed.D.
Julianna M. Barnes, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

Students Explore Legal Careers in Central Justice Center

On October 22, IVC students interested in law took an educational tour of the Central Justice Center in Santa Ana. The tour was guided by IVC Paralegal Studies alumnus Miles Madison, who now works with a local law firm. During the tour, students met with professionals across various legal roles, including a judge, a public defender, an assistant district attorney, and a court bailiff, each sharing insights into their roles and unique career journeys. The tour's highlight was a firsthand experience in the courtroom, where students observed a civil jury trial focused on a product liability case. As they watched a defense attorney cross-examine the plaintiff, students gained a practical understanding of trial procedures and advocacy techniques, making this visit an invaluable step in exploring legal careers.

President John Hernandez Featured on Podcast Discussing Hidden Homelessness

On October 21, President John Hernandez was featured on "Around the Table with South County Outreach." The podcast episode dives into the topic of community, highlighting how collaboration and support can address pressing local issues like hidden homelessness, a challenge many face but few recognize. Dr. Hernandez sheds light on the struggles of community college students from underrepresented backgrounds, including refugees, foster youth, and first-generation students. Many of these students fight to complete their education while balancing jobs, caregiving roles, and financial obstacles with the added challenge of hidden homelessness. Watch the episode here.

ACCJC Recognizes IVC Among Institutions Selected for U.S. Department of Education Recognition

On October 17, the ACCJC congratulated 11 accredited member institutions, including IVC, for being invited to participate in the U.S. Department of Education's Postsecondary Student Success Recognition Program. The Department's Raise the Bar Initiative spotlights colleges committed to advancing student success. IVC stands among 100 two-year institutions recognized for improving equitable access, student success, and post-graduation outcomes based on key performance indicators.

IVC Foundation Shatters Giving Day Record for Fifth Consecutive Year

On October 17, the IVC Foundation celebrated its fifth annual Giving Day. Thanks to the incredible generosity of supporters, more than $132,000 was contributed, a 26% increase from last year. The event coincides with IVC's Founding Day when the college became independent in 1985. The donations are amplified each year through the IVC Foundation Board of Governors PRO IVC matching incentive. PRO IVC contributed $1 for every $2 donated, up to a $500 match per foundation account. All funds benefit IVC students and programs, supporting scholarships and enriching learning opportunities. View photos from the event here.

Campus Community Raises Awareness During Undocumented Student Action Week

IVC commemorated Undocumented Student Action Week (USAW) from October 14 to 18 with events and workshops organized by IVC and the California Community Colleges Chancellor's Office. USAW is a time dedicated to honoring and uplifting student voices who are undocumented, DACA-mented, and from mixed-status families. This week is a powerful reminder of undocumented individuals' contributions to our campus, enriching the community with culture, resilience, and unique perspectives. Among the highlights of USAW was an Undocumented Resource Fair, where portraits of undocumented individuals were displayed, sharing personal stories that gave insight into their lived experiences.

IVC and South Coast Chinese Cultural Association Celebrate Chinese Culture

On October 12, the South Coast Chinese Cultural Association (SCCCA) debuted its world premiere of "Legends" at the renowned Segerstrom Hall. IVC's World Languages Chair and Professor of Spanish Beatrice Tseng serves on SCCCA's Board of Directors. SCCCA is a non-profit organization promoting Chinese language and culture in the community through its Irvine Chinese School and Irvine Chinese Immersion Preschool. SCCCA collaborates with IVC, having recently provided an array of performances for the IVC Lunar New Year Festival. Attendees included South Orange County Community College District Clerk of the Board Carolyn Inmon, Trustees Marcia Milchiker and Ryan Dack, President John Hernandez, and Dean of Liberal Arts Brooke Bui.

IVC Financial Aid Office Kicks Off Irvine High School's Senior Day

On October 10, Student Services Specialist Erica Lehman was the opening presenter at Irvine High School's annual Senior Day event. Lehman provided an overview of federal and state financial aid programs, important deadlines to know when applying for financial aid, and information about the Irvine Valley Promise program. After the presentation, seniors transitioned into breakout sessions focused on their post-graduation goals.

Puente Program Celebrates Culture, Advocacy, and Community

In October, the Puente program hosted various activities for students. October 10 was a movie night featuring the 1988 film "Stand and Deliver," highlighting Jaime Escalante's determination to bring AP Calculus to Garfield High School despite systemic barriers. On October 15, students traveled to UCI's Barclay Theatre to watch "A Song for Cesar," a documentary on Cesar Chavez and the UFW's labor justice movement. Following the film was a panel discussion with filmmakers, Chavez family members, and UFW representatives. On October 25, President John Hernandez welcomed the Puente cohort for the 4th annual Lunch with the President, fostering community as students shared insight on their academic journeys.

IVC Speech Team Wins 47 Awards Across Four Events

IVC Speech Team started the season with impressive results, earning 47 awards across four tournaments. They began at the Pacific Southwest Collegiate Forensics Association (PSCFA) Warm Up Invitational hosted by El Camino College on September 28-29, where 30 IVC students competed in various events, winning 14 awards. From October 11-13, the team participated in the Janesse Davidson Memorial Tournament at Concordia University, Irvine, securing 12 more awards, including a 1st Place Junior International Public Debate Association Speaker title for Alex Velez. On October 19, the team showcased their virtual speaking skills at the National Online Forensics Oak Synchronous Invitational, taking home six awards and sweeping the Extemporaneous Speaking medals. Their most successful showing came on October 25 at the Sunset Cliffs Invitational at Point Loma Nazarene University in San Diego, where they won 15 awards in Poetry, Informative, Impromptu, and Extemporaneous Speaking. Eager to build on their achievements, the team looks forward to competing in the Griffin Invitational in November and the PSCFA Fall Championship Tournament in December. Read the full story here.

IVC's GAP4+1 Program Featured on KABC7 News

IVC's Guaranteed Accounting Program (GAP4+1) program was recently featured on KABC7 news, spotlighting IVC's business etiquette training. Business Etiquette Consultant Theresa Thomas, RSM Finance and Accounting firm Andrea Jew, IVC Dean Traci Fahimi, and students Jesse Martinez, Kiana Lavasani, and Kai Washida shared how IVC equips young adults with essential workplace skills to navigate the post-pandemic workforce. Watch here.

2025 Orange County Teacher of the Year Celebration

IVC was proud to participate in the 2025 Orange County Teacher of the Year (TOTY) gala, where Dr. Sanjai Gupta, IVC's 2024 Outstanding Full-time Teacher of the Year and dedicated Mathematics Instructor, was among those honored for his exemplary teaching and commitment to student success. Over 800 attendees, including teachers, administrators, and supporters, gathered in the Disneyland Resort Grand Ballroom to honor their achievements. The evening included a marching band, live performances, and video tributes recognizing the transformative work of educators. IVC was well-represented at the event. Dr. Gupta was joined by South Orange County Community College District Board of Trustees President Timothy Jemal, along with Trustee Marsha Milchiker, IVC President Dr. John Hernandez, and Dean of Math, Science and Engineering Dr. Lianna Zhao, as well as guests of Dr. Gupta who were all there to celebrate his accomplishments and contributions to IVC.

Upcoming Events

Hunger and Homelessness Awareness Week
November 17-23

Idea Pitch: Final Round
November 19

Equal Pairs dance Concert
November 21-23

Into the Woods
December 5-15

Respectfully Submitted,

John C. Hernandez, Ph.D.
President

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

TO: Members of the Board of Trustees
Chancellor Julianna Barnes, Ed.D.

FROM: Dr. Elliot Stern, President
SUBJECT: Report for November 18, 2024 Board of Trustees Meeting

Saddleback Students Can Earn Bachelor's in Nursing Thanks to New Dual Enrollment Program
Thanks to a new Memorandum of Understanding between Saddleback College and California State University San Marcos, Saddleback's nursing students can now be simultaneously enrolled at both institutions and graduate with a Bachelor of Science in Nursing six months after completing Saddleback's nursing program. Students can enroll in the program after their first semester.

Record-Breaking Foundation Gala Raises Nearly $300,000
Saddleback College Foundation celebrated another record-breaking gala this year, with its most successful sponsorship year to date. The event highlighted the talent of the Saddleback College Big Band, led by Joey Sellers, and featured the Saddleback Robotics Mars Rover and VETS Programs. News reels spotlighting Saddleback's many achievements were also a hit for supporters throughout the event.

This was the Foundation's 24th annual gala, and nearly $300,000 in unrestricted funds were raised to support the college's students and programs that make Saddleback shine.

Saddleback Celebrates Hispanic/Latinx Heritage and LGBTQ+ History Months

During the months of September and October, Saddleback College successfully celebrated Hispanic/Latinx Heritage and LGBTQ+ History Months with over 900 students and employees engaging in a variety of activities. Through a collaboration between the Office of College Equity, Inclusion, and

Access and the Office of Student Development with the Associated Student Government, students engaged in film screenings, guest speakers, student panels, arts and crafts, a taste of culture, disco fiesta, drag bingo, gender affirming clothing drives, and more. The offices will continue to collaborate year-round to celebrate students through inclusive and diverse programming.

Èxito en STEM: Latinx Student Panel

The MESA Program, Office of Student Success, and the Office of Equity, Inclusion, and Access hosted a Latinx student panel that curated a rich cultural and intersectional plática among diverse BIPOC STEM students who continue overcoming adversity and obstacles to succeed in college. This community-driven space was crafted to uplift and continue advancing holistic student success strategies while aligning our students' voices, lived experiences, and the diverse capital assets students bring into higher education. The student panel shared their experiences navigating the campus and college environment, noting that their number one suggestion to future students was 'don't be afraid to ask'.

Over 45 students attended the event. The panel consisted of students identifying as 1st-Gen, Student Parent, Oldest Sibling, Post-Traditional (25+), BIPOC, and Women of Color. This event closed out Saddleback's Latinx Heritage Month calendar of events where the campus gathered in community and enjoyed grabbing free gear and Salvadoran food.

Student Research Symposium

The 13th Annual IVC/Saddleback College Student Research Symposium was held on November 1 on the campus of Saddleback College and hosted by the Honors Programs of the two colleges. We accepted 111 abstract submissions, constituting both individual and group oral presentations and posters. The event was a tremendous success, due to the enthusiasm and hard work of students, faculty, and staff from both campuses. It was inspiring to celebrate student research and academic excellence as a district!

Deidre Cavazzi and Emily Liu, Honors Program Chairs for each college, served as conference chairs, and Chi Dewalt and Shakeh Mehrabian were instrumental in handling conference logistics. Additionally, an equal number of IVC and Saddleback Honors faculty served as abstract reviewers and poster judges; special thanks to Bill Billingsley, Jennifer Hedgecock, Shellie Ochi, Spencer Robins, and Steve Teh from Saddleback, and Carrie Goulding, Karla Lemari, Lan Pham, Michael Salviani, and Kristen Skjonsby for their time and support of students (it was especially noteworthy to have faculty representatives from so many disciplines for the judging). The Saddleback College Foundation generously provided financial support for nine outstanding student abstract awards.

Part-Time Faculty Dinner Focuses on Culturally Responsive Teaching Best Practices

At the courtyard of the Sciences Building on October 24, the Faculty Professional Development and Teaching Innovations Committee hosted more than 100 part-time faculty at a dinner to learn more about culturally responsive teaching best practices. Made possible by the Culturally Responsive Pedagogy and Practices (CRPP) Grant, the dinner featured student and faculty panels and past CRPP faculty participants who encouraged the guests to participate in Year 2 of the grant and in the upcoming Great Teachers event.

Welcome remarks were provided by Chancellor Barnes and President Stern, and the Saddleback Jazz Band and speech and debate students provided entertainment.

Kimberly Stankovich acted as Master of Ceremonies, and the following students and faculty served as panelists: Dylan Schwartz, Jhovany Ramirez, Cooper Sisley, Joseph Pena, Jose Robles, Eddie Cleofe,

Stirling Armstrong, Allie Beltran, Grant George, Brynn Gundermann, Isabelle Le, Lexie Morita, Jennifer Pakula, Brett Myhren, Elise Fanney, Frank Gonzalez, and Fleur Fong.

MESA Program and School of STEM Host Stargazing Event
Students, staff, and community members were invited to a stargazing night at the Saddleback College Observatory on the evening of Thursday, November 7. The event offered a unique opportunity to view Saturn and the moon up close through high-powered telescopes, providing an unforgettable experience for all ages. Thanks to the generous support of the MESA program, SEAP, and the Hispanic Serving Institution Grant, this event was open to all at no cost.

Panel Focuses on Cybersecurity and Effects of the CDK Hack
The Schools of Business and Industry and STEM and the Office of Student Success hosted "Guardians of the Grid: CDK Hack," an event that consisted of student panelists from Automotive Technology and Cybersecurity sharing their experiences with our campus community. The event included Automotive Technicians and Certified Public Accountants working in the field and students enrolled in Cybersecurity, Computer Information Management, and Automotive Technology who came together to share how the CDK Hack uncovered unethical and technological challenges that could impact millions of people. This panel illustrated the reality of the potential of overlap within the Schools of Health and Wellness, STEM and Business and Industry; noting that cybersecurity real-life experiences are also evident within the medical field.

School of Arts, Media, Performance, and Design Update

The annual Dia De Los Muertos Celebration on November 1 drew another large crowd this year (approx. 650), including students, community members, and college employees. The event included a beautiful ofrenda (altar) decorated by our Art Department, a live mariachi band, a live dance performance by Saddleback students, free Mexican food, and a variety of art activities sponsored by our AMPD departments and other college partners. Participants included many young children who enjoyed

activities like printmaking, mask-making, and sugar skull painting. We look forward to this event every year as it celebrates our Latin/Hispanic community and serves to welcome many newcomers into the Saddleback College family.

The Fall Dance Concert was held on November 15 and 16 and featured premieres from our faculty choreographers. The performance showcased a wide range of styles, displaying the artistry and passion of our student performers.

Upcoming Events:

The Wolves (Theatre Arts)
November 22, 23 December 5, 6, 7 at 7:30PM
November 24, December 8 at 2:30PM
Studio Theatre

From the safety of their suburban stretch circle, a girls soccer team navigates big questions and wages tiny battles with all the vim and vigor of a pack of young warriors. A portrait of American life for nine teenage girls who just want to score some goals.

Feast of Lights
December 6 at 7:30pm
December 7 at 2pm
December 8 at 2pm and 5pm
McKinney Theatre

Enjoy holiday classics performed by the Saddleback College Chamber Singers, Community Chorale and Symphony Orchestra, plus an audience sing-along and sweet treats for the whole family to enjoy. Arrive early and visit the Art Gallery to shop the Student Holiday Sale, where you can purchase unique, handmade items including: ceramics, prints, photos and other items to support our programs and student artists.

Counseling Services Update
DSPS Counselors and Staff Represent at California Association for Postsecondary Education and Disability (CAPED) Convention: Eight members of the Saddleback College Disable Student Programs and Services Team attended the annual conference in San Diego, where Alternate Media Specialist Mike Sauter and DSPS Counselor Mike Hoggatt presented a combined five workshops. Counselor Ann Marie Breslin, Mike Sauter, and Mike Hoggatt all serve as CAPED statewide Interest Group Co-chairs for Learning Disabilities, Access Technology, and Autism Spectrum Disorder/Intellectual Disability.

Superfriends Halloween Party: Nearly 150 students, family members, and friends joined together for the annual Superfriends Halloween Party on October 24. This year we were joined by some of our partners in Adult Education including many students in the High School Equivalency Program.

The purpose of Superfriends is to facilitate various social, academic, and service opportunities for Saddleback College students with disabilities and promotes interaction amongst students with disabilities and those without such labels as a means of fostering a spirit of collegiality and support within the campus community.

Saddleback Participates in the California Community Colleges Transfer Guarantee Pathway to HBCU's: Seven Saddleback students and three counselors attended the Historically Black Colleges and Universities Transfer Fair at San Diego Mesa College on October 28. Headed by Helen Young at the State Chancellor's Office, California Community college students have access to free HBCU transfer applications and reduced enrollment costs when transferring to some of the most prestigious HBCU's in the country. Saddleback College participates in the California Community Colleges Transfer Guarantee Pathway to HBCU's.

Annual High School Counselor Conference: Approximately 90 counselors from area high schools attended our Counselor Conference on October 30. Guests were welcomed by President Stern and Academic Senate President Dan Walsh, and received updates on our college Promise Program, AB 1705, and Common Course numbering.

Counselors were led by enthusiastic student services classified professionals and received a tour of the Gateway Building and department updates from Career, Transfer, EOPS/CARE, Next Up, Counseling, Dual Enrollment, Admissions, Financial Aid, DSPS, and Outreach. Saddleback College and its neighboring high schools have a strong relationship that includes an increasing dual enrollment program and a strong Saddleback College counseling presence on 12 different campuses in Capistrano Unified School District and Saddleback Valley Unified School District.

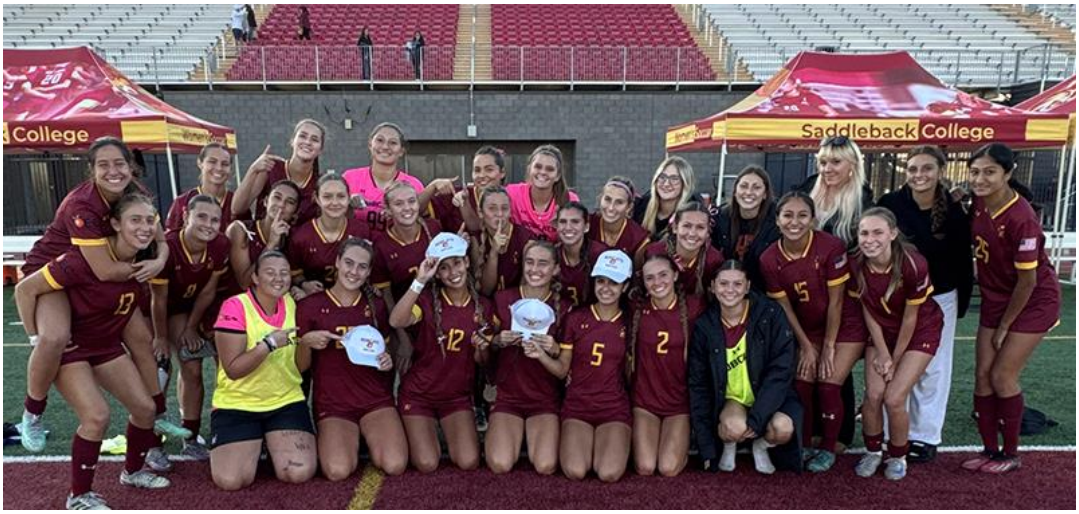
Saddleback Students Experience CSU Fullerton's Project RAISE Undergraduate Research Internship Program

Fifty Saddleback students from the School of Business and Industry, School of STEM, and MESA Program visited CSU Fullerton on October 11 to explore the transformative opportunities offered by Project RAISE, an initiative funded by a U.S. Department of Education HSI-STEM grant. Project RAISE aims to elevate Latinx and low-income students' success in STEM fields by enhancing their persistence, retention, and graduation rates.

The field trip offered students a hands-on introduction to the Undergraduate Research Internship Program, where participants engage in an eight-week summer research experience led by CSUF faculty. The day included lab tours tailored to students' specific majors, interactive presentations about the research internship, and comprehensive guidance on the transfer process, all while students connected with their peers over lunch.

Project RAISE also provides a range of supportive programs, including the RAISE Transfer Program with peer advising for transfer students and preparation for internships and research. CSUF actively collaborates with community college and campus partners, engaging in advisory board meetings, enhancing articulation and transfer agreements, and hosting workshops on community college campuses.

Athletics Update



Congratulations to women's volleyball player Cori Willcoxson, who was named the Orange Empire Conference Female Athlete-of-the-Week. this past week. Willcoxson finished with 20 kills, 11 digs and three service aces as the Bobcats defeated Golden West College, 3-1.

Saddleback football recorded its first shutout in 17 years with a 44-0 victory over Grossmont College on October 26.

The women's soccer team moved into first place in the Orange Empire Conference with a 3-0 win against Cypress College on October 29.

Save the Date: CIF Championship Bowl Football Games
Saddleback has secured an agreement with CIF to host the Championship Bowl Football Games on Friday, December 13 and Saturday, December 14.

Respectfully Submitted,

Elliot Stern
President

15. OPEN SESSION CONTINUATION (IF NECESSARY)

Subject	**15.1 Approve time extension.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	Approve time extension.

15. OPEN SESSION CONTINUATION (IF NECESSARY)

Subject	**15.2 Approve time extension.**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	Approve time extension

15. OPEN SESSION CONTINUATION (IF NECESSARY)

Subject	**15.3 Approve time extension**
Meeting	Nov 18, 2024 - Meeting of the Board of Trustees - November 18, 2024
Access	Public
Type	Action
Recommended Action	Approve time extension