



Meeting of the Board of Trustees

February 25, 2019

CALL TO ORDER: 5 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - B. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - C. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1).)
Significant exposure to litigation: 3 potential cases
 - B. Anticipated Litigation (Government Code Section 54956.9(b))
Significant exposure to litigation: 1 potential case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

2.4 Public Comments

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

3.0 REPORTS

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

A. Board Reports

B. Chancellor's Report

C. College Presidents' Reports (*Written Reports included in Section 8.0*)

D. Associated Student Government Reports

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of Regular Meeting held on January 22, 2019.

5.2 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

- 5.3 **SOCCCD: Irvine Valley College Access Control Project, Architectural Services, Perkins Eastman Dougherty.**
Approve the Architectural Services agreement with Perkins Eastman Dougherty, for the Irvine Valley College Access Control project, in the amount of \$232,500.
- 5.4 **Irvine Valley College: 2019 Speech and Debate Team Competition in the International Forensic Association Tournament in Berlin, Germany from March 8-14, 2019.**
Approve the Irvine Valley College Speech and Debate Team travel to the 2019 International Forensics Association Speech Tournament in Berlin, Germany from March 8, 2019 to March 14, 2019.
- 5.5 **Saddleback College and Irvine Valley College: Community Education, Summer 2019**
Approve Community Education courses, presenters, and compensation for Summer Session 2019.
- 5.6 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.7 **Saddleback College: Revised Curriculum for the 2019-2020 and 2020-2021 Academic Years**
Approve the proposed curriculum changes for the 2019-2020 and 2020-2021 academic years at Saddleback College.
- 5.8 **Saddleback College: Revision of 2019-2020 Instructional Material/Laboratory Fees in Advanced Technology and Applied Sciences, Community Education, Emeritus Institute, and K-12 Partnerships**
Approve the Saddleback College revised Instructional Material Fees in Advanced Technology and Applied Sciences, Community Education, Emeritus Institute and K-12 Partnerships for 2019 - 2020.
- 5.9 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve/ratify Trustees' requests for attending conferences.
- 5.10 **SOCCCD: Student Out of State Travel.**
Approve the college student out of state travel for the participants, dates, locations and costs.
- 5.11 **SOCCCD: Transfer of Budget Appropriations.**
Ratify the transfer of budget appropriations as listed.
- 5.12 **SOCCCD: Budget Amendment: Adopt Resolution No.19-04 to Amend FY 2018-2019 Adopted Budget.**
Adopt Resolution No. 19-04 to amend the Adopted Budget as listed.

5.13 **SOCCCD: January 2019 Change Orders/Amendments.**

Ratify the change orders and amendments as listed.

5.14 **SOCCCD: Purchase Orders and Checks.**

Ratify the purchase orders and checks as listed.

5.15 **SOCCCD: Contracts.**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **SOCCCD: OCSBA Maureen DiMarco Award Nomination**

Determine if the board wishes to nominate a trustee for the Maureen DiMarco Award, and if so, approve the nomination for transmittal to Orange County Department of Education.

6.2 **SOCCCD: OCSBA Marian Bergeson Award Nomination**

Determine if the board wishes to nominate a trustee for the Marian Bergeson Award, and if so, approve the nomination for transmittal to Orange County Department of Education.

6.3 **SOCCCD: Board of Governors 2019 Classified Employee of the Year Award**

Endorse nomination for transmittal to the California Community College Chancellor's Office.

6.4 **SOCCCD: Irvine Valley College Grant Subaward, UC Irvine Pathways to Engineering Collaborative: NSF Scholarships in Science, Technology, Engineering, and Mathematics.**

Approve the subaward to Irvine Valley College from the National Science Foundation for the UC Irvine Pathways to Engineering Collaborative for a project total of \$1,451,104, effective June 1, 2018 through May 31, 2023.

6.5 **SOCCCD: Irvine Valley College Grant Award, Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL-TEC): NSF Advanced Technological Education – Project Grant.**

Approve the award to Irvine Valley College from the National Science Foundation to fund the Optics, Photonics, and Lasers Technical Education Curriculum Development Project for \$500,000, effective September 1, 2018 through August 31, 2021.

6.6 **SOCCCD: Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District, College and Career Access Pathways Partnership Agreement, 2019-2022.**

Approve the Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, from March 1, 2019 to August 30, 2022.

- 6.7 **SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019.**
 Approve the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement from February 26, 2019 to December 31, 2019.
- 6.8 **SOCCCD: Grant Award, Saddleback College, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Stanford University.**
 Approve this subaward to Stanford University for \$653,400 over five years under Saddleback College's NSF Cooperative Agreement award HRD-1834628.
- 6.9 **SOCCCD: District-wide Sustainability and Energy Plan – Phase II, Sustainability/Energy Consultant Agreement, Harley Ellis Devereaux.**
 Approve the Harley Ellis Devereaux Sustainability/Energy Plan Consultant Services agreement, for the District-wide Sustainability and Energy Plan, in the amount of \$307,000.
- 6.10 **SOCCCD: Academic Year 2019-2020 Non-Resident Tuition Fees.**
 Adopt a 2019-2020 academic year non-resident tuition fee of \$265 per semester unit based on the "Statewide Average" option. It is further recommended to decrease the capital outlay fee authorized by Education Code Section 76141 to \$30 per semester unit rate to remain competitive with neighboring districts, and maintain the current \$54 per semester application fee as authorized by Education Code Section 76142.
- 6.11 **SOCCCD: Adopt Resolution No. 19-03 to Authorize the Purchase of Computer Equipment, Related Devices and Services, Dell Marketing, L.P.**
 Adopt Resolution No. 19-03 to approve contracting with Dell Marketing, L.P. for the purchase of computer equipment, related devices and services, pursuant to Amendment No. 1 to the Master Price Agreement No. MNWNC-108 awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-003.
- 6.12 **SOCCCD: Board Policy Revision: BP-112 Duties and Responsibilities of the Board of Trustees, BP-118 Committees of the Board, BP-122 Closed Sessions, BP-124 Special and Emergency Meetings, BP-136 Minutes of the Board of Trustees, BP-138 Recording of Board of Trustee Meetings, BP-152 Presentation of Initial Collective Bargaining Proposals, BP-180 Respectful Interactions and Collaboration.**
 Accept for review and study board policies as listed.
- 6.13 **SOCCCD: Board Policy Revision: BP-3006 Sustainability, BP-4056 Classified Employees Participation in Decision Making, BP-4076 Compensation, BP-4080 Personal Necessity Leave for Academic**

**Administrators and Classified Administrators / Managers, BP-5800
Prevention of Identity Theft in Student Financial Transactions.**

Approve board policies as listed.

- 6.14 **SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.
- 6.15 **SOCCCD: Faculty Conversion to Canvas One – Time Stipends**
Ratify Additional Compensation: Canvas Conversion-General Fund.
- 6.16 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Authorization to Establish and Announce (A) Classified Position(s), Reorganization/Reclassification, Authorization to Increase/Decrease Hours per Week and/or Months per Year on (A) Classified Position(s), Change of Status, Classified Bilingual Stipends, Additional Compensation, Out of Class Assignments – For Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours Per Fiscal Year), Out of Class Assignments – For Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement, Conclusion of Employment.
- 6.17 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**
Ratify New Personnel Appointments, Volunteers.
- 6.18 **SOCCCD: Annual Report on First Year Probationary Faculty Recommended for Continuation of Tenure-Track Status**
Ratify one-year contracts for employees who have completed one year as full-time tenure-track faculty members.
- 6.19 **SOCCCD: Annual Report on Second Year Probationary Faculty Recommended for Continuation of Tenure-Track Status**
Ratify two-year contracts for employees who have completed two years as full-time tenure-track faculty members.
- 6.20 **SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure**
Ratify tenure for full-time faculty members who have completed the four-year tenure-track plan.

7.0 REPORTS

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

- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.3 **SOCCCD: Annual Report on Third Year Probationary Faculty Continuation of Tenure-Track Status**
Listing of full-time tenure-track faculty members entering into the second year of a two-year contract previously approved/ratified by the Board of Trustees.
- 7.4 **SOCCCD: Facilities Plan Status Report.**
Report on the status of major capital projects.
- 7.5 **SOCCCD: Monthly Financial Status Report.**
The reports display the adopted budget, revised budget and transactions through January 31, 2019.
- 7.6 **SOCCCD: Quarterly Investment Report.**
Report for period ending December 31, 2018.
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund.**
Report for period ending December 31, 2018.
- 7.8 **SOCCCD: Pension Stabilization Trust Fund.**
Report for the period ending December 31, 2018.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

January 22, 2019 Regular Meeting of the Board of Trustees (Exhibit A)
are submitted to the Board for review and approval.

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

MINUTES OF THE BOARD OF TRUSTEES' MEETING

January 22, 2019

PRESENT

Members of the Board of Trustees:

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

ABSENT

Administrative Officers:

Kathleen F. Burke, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Ann-Marie Gabel, Vice Chancellor, Business Services
Cindy Vyskocil, Vice Chancellor, Human Resources
Elliot Stern, President Saddleback College
Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 4:30 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

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

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

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

- B. Classified School Employees Association (CSEA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

- C. Police Officers Association (POA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

1.5 Conference with Real Property Negotiators (GC Section 54956.8)

- A. Potential Sale of a Portion of Property by District: 28000 Marguerite Parkway, Mission Viejo (Property)

Agency Designated Negotiator: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)

Negotiating Parties: Orange County Fire Authority

Under Negotiation: Instructions to designated negotiator will concern price and terms of payment for the sale or ground lease of a portion of the identified property.

1.6 Conference with Legal Counsel (Government Code Section 54956.9)

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1).)

Significant exposure to litigation: 2 potential cases

- B. Existing Litigation (Government Code Section 54956.9 (d)(1).)
(2 cases)
1. 30-2017-00926653-CU-WT-CJC
 2. 30-2016-00863834-CU-OE-CJC

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

There were no actions taken in closed session.

2.2 Invocation
Led by Trustee David Lang

2.3 Pledge of Allegiance
Led by Trustee Marcia Milchiker

2.4 Administration of Oath of Office to Re-Elected Trustees
To be administered by Trustee T.J. Prendergast

The Oath of Office was administered by Trustee Milchiker's son, Daniel Milchiker, Attorney at Law.

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

There were no public comments.

3.0 REPORTS

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

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

Irvine Valley College Written Report

Saddleback College Written Report

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

4.0 DISCUSSION ITEMS

- 4.1 [SOCCCD: Federal Legislative and Advocacy Overview](#)
[Dana DeBeaumont, Federal Legislative Advocate from Capitol](#)
[Advocacy Partners, will present a brief overview of legislative and](#)
[advocacy efforts on behalf of the District and colleges.](#)

Item 4.1
Exhibit A
PowerPoint Presentation

Dana DeBeaumont and Amanda Fenton presented a brief overview of the legislative and advocacy efforts on behalf of the District and colleges.

Trustee Prendergast requested to advance item 5.2 for separate action. Trustee Wright requested to remove item 5.7 for separate discussion and action.

On a motion made by Trustee Whitt and seconded by Trustee Milchiker, the balance of the consent calendar was approved on a 7-0 vote.

5.0 CONSENT CALENDAR ITEMS

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of Regular Meeting held on December 10, 2018.

Item 5.1
Exhibit A

- 5.2 [SOCCCD: Senate Resolution from the Office of Senator Patricia Bates](#)
[Rhonda Reardon, a representative of Senator Bates, will present the](#)
[resolution.](#)

Item 5.2

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

- 5.3 Saddleback College: New and Revised Curriculum for the 2019-20
Academic Years
Approve the proposed curriculum changes for the 2019-20 academic
year.

Item 5.3
Exhibits A-B

- 5.4 SOCCCD: Saddleback College ADA Accessible Ramp (Walkway – Lot 9
to Quad) Project, Notice of Completion, Amtek Construction.
Authorize filing the Notice of Completion for the Saddleback College

ADA Accessible Ramp (Walkway – Lot 9 to Quad) project to Amtek Construction.

[Item 5.4](#)
[Exhibit A](#)

- 5.5 SOCCCD: Grant Award, Saddleback College, RFA Number: 18-207 Project: Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector.
Approve this award from Rancho Santiago Community College District and the California Community College Chancellor's office for \$200,000 for RFA Number 18-207, Project Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector.

[Item 5.5](#)
[Exhibits A-B](#)

- 5.6 SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019.
Accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement for February 26, 2019 to December 31, 2019.

[Item 5.6](#)
[Exhibit A](#)

- 5.7 [Saddleback College and Irvine Valley College: Speakers](#)
[Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.](#)

[Item 5.7](#)
[Exhibit A](#)

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

- 5.8 SOCCCD: Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District, College and Career Access Pathways Partnership Agreement, 2019-2022.
Accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022.

[Item 5.8](#)
[Exhibit A](#)

- 5.9 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

[Item 5.9](#)
[Exhibit A](#)

- 5.10 SOCCCD: Student Out of State Travel.
Approve the college student out of state travel for the participants, date, location and costs.

[Item 5.10](#)
[Exhibit A](#)

- 5.11 SOCCCD: Commissioning Services Pool.
Approve the eight firms who will participate in a pool from which to draw commissioning services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

[Item 5.11](#)
[Exhibit A](#)

- 5.12 SOCCCD: Geotechnical, Testing and Inspection Services Pool.
Approve the eight firms listed above for a pool from which to draw Geotechnical, Testing and Inspection services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

[Item 5.12](#)
[Exhibit A](#)

- 5.13 SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus.
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.

[Item 5.13](#)
[Exhibit A](#)

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

[Item 5.14](#)
[Exhibit A](#)

- 5.15 SOCCCD: Budget Amendment: Adopt Resolution No.19-01 to Amend FY 2018-2019 Adopted Budget.
Adopt Resolution No. 19-01 to amend the budget as listed.

[Item 5.15](#)
[Exhibit A](#)

- 5.16 SOCCCD: December 2018 Change Orders/Amendments.

Ratify the change orders and amendments as listed.

[Item 5.16](#)
[Exhibits A-C](#)

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

[Item 5.17](#)
[Exhibits A-C](#)

- 5.18 SOCCCD: Contracts.
Ratify contracts as listed.

[Item 5.18](#)
[Exhibits A-B](#)

6.0 GENERAL ACTION ITEMS

- [6.1](#) [SOCCCD: CCCT Board of Directors Nominations](#)
[Approve possible nomination\(s\) for transmittal to the CCCT office.](#)

[Item 6.1](#)
[Exhibit A](#)

Trustee Prendergast was nominated to serve on the CCCT Board of Directors.

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

- [6.2](#) [SOCCCD: Grant Award, Saddleback College, Collaborative Research: NSF INCLUDE Alliance: STEM Core Expansion Subaward Issuance to San Jose Evergreen Community College District.](#)
[Approve this subaward to San Jose Evergreen Community College District for \\$990,489 over five years under Saddleback College's National Science Foundation \(NSF\) Cooperative Agreement award HRD-1834628.](#)

[Item 6.2](#)
[Exhibit A](#)

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

- [6.3](#) [SOCCCD: Agreement for Software Development Services, Neudesic, LLC.](#)
[Approve the work order with Neudesic, LLC for software development services relating to SIS projects for an amount not to exceed \\$1,720,000 for the term of January 23, 2019 through December 31, 2019.](#)

[Item 6.3](#)
[Exhibit A](#)

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

- 6.4 [SOCCCD: Budget Calendar FY 2019-2020](#)
[Approve the budget calendar for FY 2019-2020.](#)

[Item 6.4](#)
[Exhibit A](#)

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

- 6.5 [SOCCCD: ReNew Apartments, Assumption of Lease and Release, and Related Estoppel Certificate for New Lessee, Idyllwillow LP.](#)
[Approve the assignment of the Ground Lease by FPA4 to Idyllwillow LP and approve a motion to authorize the execution by the Chancellor and/or the Vice Chancellor of Business Services of the Assignment Agreement and the Estoppel Certificate and any other documents necessary to carry out the terms thereof.](#)

[Item 6.5](#)
[Exhibits A-C](#)

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

- 6.6 [SOCCCD: Board Policy Revision: BP-3006 Sustainability, BP-4056 Classified Employees Participation in Decision Making, BP-4076 Compensation, BP-4080 Personal Necessity Leave for Academic Administrators and Classified Administrators / Managers, BP-5800 Prevention of Identity Theft in Student Financial Transactions.](#)
[Accept for review and study board policies as listed.](#)

[Item 6.6](#)
[Exhibits A-E](#)

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

- 6.7 [SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education.](#)
[Approve board policies as listed.](#)

[Item 6.7](#)
[Exhibits A-K](#)

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

- [6.8](#) [SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items](#)
[Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Change of Status, Workload Banking, Administrator Contract Extensions, Reorganization, Resignation/Retirement/Conclusion of Employment.](#)

[Item 6.8](#)
[Exhibits A-B](#)

A correction was made to Exhibit B, Page 1 of 17. The job title should read, “Interim Vice President for College Administrative Services.” A correction was made to Exhibit B, page 2 of 17. The job title should read, “Dean of Social and Behavioral Sciences.”

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

- [6.9](#) [SOCCCD: Faculty Conversion to Canvas One – Time Stipends](#)
[Ratify Additional Compensation: Canvas Conversion-General Fund.](#)

[Item 6.9](#)
[Exhibit A](#)

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

- [6.10](#) [SOCCCD: Classified Personnel Actions – Regular Items](#)
[Ratify New Personnel Appointments, Reorganization/Reclassification, Change of Status, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, Etc., Resignation/Retirement/Conclusion of Employment.](#)

[Item 6.10](#)
[Exhibit A](#)

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

- [6.11](#) [SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items](#)
[Ratify New Personnel Appointments, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules, Volunteers.](#)

[Item 6.11](#)
[Exhibits A-B](#)

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

- [6.12](#) [SOCCCD: 2019 - 2020 Bonded Sabbatical Recommendations Approve Faculty Sabbatical Leaves for the 2019 - 2020 Academic Year as recommended by the SOCCCD District-wide Sabbatical Committee.](#)

[Item 6.12](#)
[Exhibit A](#)

Corrections were made to the number of applicants requesting sabbatical leaves. Four applicants requested a full academic year sabbatical leave; three applicants requested sabbatical leave for Fall Semester 2019; one applicant requested sabbatical leave for Spring Semester 2020; totaling twelve semesters of leave.

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

- [6.13](#) [SOCCCD: Police Officers Association \(POA\) Master Agreement Approve the 3-Year Master Agreement.](#)

[Item 6.13](#)
[Exhibits A-C](#)

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

- [6.14](#) [SOCCCD: SOCCCD Faculty Association \(FA\) – Tentative Agreements for Articles I, IV, VI, X, XIV, XV, SVII, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI Approve Tentative Agreements with the Faculty Association.](#)

[Item 6.14](#)
[Exhibits A-L](#)

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

[7.0](#) [REPORTS](#)

- [7.1](#) [Saddleback College and Irvine Valley College: Speakers Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.](#)

[Item 7.1](#)
[Exhibit A](#)

- [7.2](#) [SOCCCD: Staff Response to Public Comments from Previous Board](#)

Meeting
None

Item 7.2

7.3 SOCCCD: Facilities Plan Status Report.
Report on the status of major capital projects.

Item 7.3
Exhibit A

7.4 SOCCCD: Monthly Financial Status Report.
The reports display the adopted budget, revised budget and transactions through December 31, 2018.

Item 7.4
Exhibit A

7.5 SOCCCD: Retiree (OPEB) Trust Fund.
Report for period ending November 30, 2018.

Item 7.5
Exhibit A

7.6 SOCCCD: Quarterly Financial Status Report.
Report for period ending December 31, 2018.

Item 7.6
Exhibit A

7.7 SOCCCD: Basic Aid Report.
Report for period ending December 31, 2018.

Item 7.7
Exhibit A

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

- H. [California School Employees Association](#)
- I. [Saddleback College Classified Senate](#)
- J. Police Officers Association

[Item 8.0](#)

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 7:55 p.m.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2019-2020 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 2019-2020 academic year at IVC.

**IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2019-2020**

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
txt	text-required for all courses numbered 1-299
un	units
val	validation

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2019-2020

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
Arts	14464.00	IMA 35	Future Gaming and Toy Design	cat desc, sch desc, tps, lrng obj, moe, SLOs, assign, txt
BS	14340.00	ENTR 222	Business Structure and Legal Requirements	tps, moe, txt
	4295.00	MGT 1	Introduction to Business	sch desc, tps, moe, SLOs, assign, txt
HUM	10512.00	LIT 43	Introduction to Shakespeare	lrng obj, moe, SLOs, assign, txt
	14683.00	WR 302	College Writing Skills and Support	coreq fr None to WR 1 and WR 382
IDEA	10504.00	DMP 121	Advanced Model Making I	crs id fr 221 to 121 , prereq fr DMP-220 to None , tps, lrng obj, moe, assign
	10669.00	DMP 240	3D Rapid Model Making and Prototype Development I	cat desc, sch desc, tps, lrng obj, SLOs, txt
	10670.00	DMP 241	3D Rapid Model Making and Prototype Development II	cat desc, sch desc, tps, lrng obj, moe, txt
	10505.00	DMP 260	Modeling and Prototyping Methods and Materials	tps, moe, txt
	14145.00	DR 103	Introduction to Architectural Drafting	crs id fr 203 to 103 , tps, lrng obj, moe, SLOs, txt
	14268.00	ENGR 30	Statics of Rigid Bodies and Structures	sch desc, prereq fr PHYS 4A to PHYS 4A and MATH 3B or MATH 3BH , tps, lrng obj, SLOs,txt
	14269.00	ENGR 70	Introduction to Network Analysis	prereq fr MATH 3B, PHYS 4B to MATH 3B or MATH 3BH, PHYS 4B, and MATH 24 or MATH 24H , moe, txt
	2200.00	ET 116	Industrial Electronics	cat desc, sch desc, moe, assign, rec prep
KHA	14748.00	IA 201	Intercollegiate Electronic Sports	nc
	14171.05	KNES 212	Sports Medicine Internship I	lrng obj, txt
	14381.00	KNES 213	Sports Medicine Internship II	lrng obj, txt
LLR	14819.00	CHI 4	Intermediate Chinese II	nc
	14407.00	ESL 90	Academic Writing III for Multilingual Writers	crs id fr 201 to 90
	14412.00	ESL 80	Academic Writing II for Multilingual Writers	crs id fr 301 to 80
	2930.00	FR 1	Beginning French 1	sch desc, tps, moe, assign, txt
LST	1230.00	BIO 103	Field Studies: Mountain Ecosystems	moe
PST	950.00	ASTRO 20	General Astronomy	lrng obj, moe, SLOs, assign, txt
	955.00	ASTRO 25	Observational Astronomy	lrng obj, moe, SLOs, assign, txt
	1245.05	CHEM 1A	General Chemistry I	prereq fr MATH-2 to MATH 124
	3050.09	GEOL 170	Geology Field Studies: National Parks and Monuments	cat desc, sch desc,lim, tps, lrng obj, moe, assign, txt
MCS	14822.00	MATH 317	Skills for Statistics	nc

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Access Control Project, Architectural Services, Perkins Eastman Dougherty

ACTION: Approval

BACKGROUND

On August 17, 2018, the Board of Trustees approved basic aid funds equaling \$1,718,815 for the Irvine Valley College Access Control & Security Systems and Hardware project.

There is a need to obtain architectural services for this project.

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 December 3, 2018, the District issued a RFP to the Architectural Services Pool for the Irvine Valley College Access Control project.

On December 14, 2018, four proposals were received (EXHIBIT A). Members of district services and Irvine Valley College staff evaluated the submittals. Criteria for selection included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and the assurance that fees are fair and reasonable. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to Perkins Eastman Dougherty for the Irvine Valley College Access Control project, in the amount of \$232,500.

Basic aid funds are available in the approved project budget of \$1,718,815.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Architectural Services agreement with Perkins Eastman Dougherty, for the Irvine Valley College Access Control project, in the amount of \$232,500.

**Request for Proposals for Architectural Services
Access Control Project
Irvine Valley College
South Orange County Community College District**

February 25, 2019

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING	FEES
¹ Perkins Eastman Dougherty	Costa Mesa, CA	Brian Dougherty	1,343.6	\$ 232,500.00 ²
SVA Architects	Santa Ana, CA	Robert Simons	1,250.0	\$ 198,620.00
IBI Group	Irvine, CA	Thomas Moore	1,218.6	\$ 210,620.00
Berliner Architects	Culver City, CA	Richard Berliner	1,206.3	\$ 373,126.12

¹ Recommended Firm – The original submitted fee proposal was \$253,000 and was negotiated to better align with the range of median value of \$231,630 and mean value of \$258,752.

² Negotiated Fee – The technical proposal of the recommended firm was rated 8% higher than the next proposer and the remaining proposers only had a 3% difference amongst them.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT ACCESS CONTROL PROJECT AT IRVINE VALLEY COLLEGE PERKINS EASTMAN DOUGHERTY

This AGREEMENT is made and entered into this 26th day of February in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Perkins Eastman Dougherty, 3194D Airport Loop Drive, Costa Mesa, CA 92626, 714.427.0277 hereinafter referred to as "ARCHITECT";

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

WHEREAS, DISTRICT desires to obtain architectural services for Irvine Valley College Access Control Project more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of PROJECT. ARCHITECT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for insert as needed: one project executive, one project manager, one project engineer, one cost estimator. The ARCHITECT shall designate Brian Dougherty, as Project Executive, and a management team of Seung Paek as Project Manager and Leo Maya as Project Electrical Engineer, and as Steve Hsien as Cost Estimator. So long as their performance continues to be

- acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
 - 1.5. **Relationship of ARCHITECT to Other PROJECT Participants.** ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The ARCHITECT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
 - 1.6. **PROJECT Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include electrical engineering and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
- 2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:

- a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations
 - d. Historical significance report
 - e. Soils Investigation/Geotechnical Hazard Report
 - f. Topographical survey
- 2.6. **Design Phase.**
- a. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, and electrical systems, materials, and such other elements as may be appropriate.
 - b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.
- A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- 2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all

- drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.13. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT'S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
 - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
 - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of

Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

- g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 - 1. give written approval of an increase of such fixed limit;
 - 2. authorize rebidding of the PROJECT within a reasonable time;
 - 3. if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
 - 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.14. **CAD.** The ARCHITECT and their consultant shall employ CAD or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. The ARCHITECT will be responsible to manage the CAD documents from the PROJECT start to finish.
- a. The ARCHITECT shall establish protocols for:
 - 1. Grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
 - b. The ARCHITECT shall:
 - 1. Facilitate collection of sub-consultants information
 - 2. Maintain record copies of all files
 - 3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
 - 4. Perform and report on clash detection as deliverable to each phase
 - 5. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive CAD files as a complete bid set and also provide same to DISTRICT in pdf format.
- 2.15. **Sustainability. Not used**
- 2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

- 2.17. **Coordination for Geological Report. Not used**
- 2.18. **Bid Prep. Not used**
- 2.19. **Bid Marketing. Not used**
- 2.20. **Over-Budget at Bid. Not used**
- 2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide services required for or in connection with the selection, procurement or installation of related equipment.
- 2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.26. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide

- services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.32. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.34. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.35. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.
- a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.

- b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
 - a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services and changes related to design errors or omissions.
 - c. **Change Orders.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
 - d. **Damage or Destruction.** Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. **Contractor Default.** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. **Test and Balance.** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance

manuals, training personnel for operation and maintenance and consultation during operation.

- 3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term.** The construction time frame is anticipated for 18 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of May 25, 2021. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages

for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT'S proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned, and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
 - e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to

DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT’S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor’s part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT’S duties under this AGREEMENT without the DISTRICT’S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE ARCHITECT

6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT’S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:

a.	Schematic Design Phase	\$ 23,200
b.	Design Development Phase	\$ 58,000
c.	Construction Document Phase	\$ 81,200
d.	Bidding Phase – Not Used	
e.	Construction Phase	\$ 58,000
f.	Close Out Phase	\$ 11,600
g.	Reimbursable Cost	\$ 500
	TOTAL	\$232,500

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services,

except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

- 6.3. **ARCHITECT Monthly Billing Statements**. ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.
- 6.4. **Payment in Full**. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.

- g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.
- 6.6. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the ARCHITECT or any Contractor.
- 6.8. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after ARCHITECT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.9. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the

- DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.

- b. Unless payment in full is received by the ARCHITECT within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the ARCHITECT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with

contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.
- 9.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

Anna Petrossian, Assistant Director of Facilities Capital Outlay Projects

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data. Not used**

- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **Architect Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than \$10,000, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

- 11.8. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT'S employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11. **Permits/Licenses.** ARCHITECT and all ARCHITECT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Anna Petrossian
Asst. Director of Facilities
South Orange County

ARCHITECT
Brian Dougherty
Principal-In-Charge
Perkins Eastman Dougherty

Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
apetrossian@ivc.edu

3194D Airport Loop
Costa Mesa CA 92626
Brian.dougherty@perkinseastman.com

COPY
Priya Jerome
Executive Director, Procurement,
Central Services & Risk Management
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

- 11.14. **Severability**. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire Agreement/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 11.16. **Binding Agreement**. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
- 11.17. **Definitions**
- a. **Contract**. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - b. **Contractor**. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
 - c. **Design Documents**. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the ARCHITECT for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the ARCHITECT or DISTRICT.
 - d. **Submittals**. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - e. **Site**. The physical area for construction and activities relating to construction of the PROJECT.

- f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- h. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

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

ARCHITECT
Perkins Eastman Dougherty

DISTRICT
South Orange County Community College District

Brian Dougherty
Principal-In-Charge

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

- Attachment A Responsibilities and Services of ARCHITECT
- Attachment B Criteria and Billing for Extra Work

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.

2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: architects; electrical engineers, licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this AGREEMENT.

3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this AGREEMENT.

4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.

5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.

6. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.

7. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

8. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this AGREEMENT through an amendment to this AGREEMENT, as an additional service.

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

10. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

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

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

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

14. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.

15. Providing interior design and other similar services required for or in connection with color coordination including furnishing unless agreed to as an additional service. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

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

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

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

- b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- c. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
- d. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.
- e. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.
- f. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.
- g. Review and explain the task analysis and PROJECT work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- h. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; electrical power service and requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
5. Probable costs prepared by the ARCHITECT:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
 - d. One week prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.

- e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Electrical and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

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

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

MEETINGS

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

DELIVERABLES

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

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

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

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

PROJECT CESSATION PROVISIONS

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

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

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

1. Architectural:
 - a. Scaled floor plans showing, at minimum, room and door numbers.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.
 - d. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
2. Structural: **Not used**
3. Mechanical: **Not used**
4. Electrical: As needed, review of College Vendor's wiring diagrams and cable connectivity to card readers and lockdown buttons.
5. Civil: **Not used**
6. Landscaping: **Not used**
7. Specifications:

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

8. Probable Costs:

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

MEETINGS

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

DELIVERABLES

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

PRESENTATION

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

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

DESIGN DEVELOPMENT

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

1. Architectural:
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. 1/8" scale building sections showing dimensional relationships and materials.
 - c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - d. Preliminary development of details and large scale blow-ups.
 - e. Legend showing all symbols used on drawings.
 - f. Floor plans identifying all fixed and major movable equipment and furniture.
 - g. Further refinement of SD outline specification for architectural and equipment.
 - h. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
 - i. Light fixtures
 - ii. Ceiling registers or diffusers
 - iii. Access Panels
 - i. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.
2. Structural: **Not used**
3. Mechanical: **Not used**
4. Electrical: As needed, review of College Vendor's wiring diagrams and cable connectivity to card readers and lockdown buttons.
5. Civil: **Not used**
6. Landscape: **Not used**
7. Specification:

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

Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such

decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT'S coordination meeting.

DELIVERABLES

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

CONSTRUCTION DOCUMENTS

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

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

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:
 - a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
 - c. Architectural details and large blow-ups underway.
 - d. Well-developed finish, door, and hardware schedules.
 - e. Fixed equipment schedules, details and identification underway.
 - f. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - g. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
 - h. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.
2. Structural: **Not used**
3. Mechanical: **Not used**

9. Electrical: As needed, review of College Vendor's wiring diagrams and cable connectivity to card readers and lockdown buttons.
4. Civil: **Not used**
5. Landscape: **Not used**
6. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.
7. Specifications:
 - a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

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

1. Architectural:
 - a. Completed site plan, floor plans, elevations and sections.
 - b. Architectural details and large blow-ups completed.
 - c. Finish, door and hardware schedules completed, including all details.
 - d. Site utility plans completed.
 - e. Fixed equipment details and identification completed.
 - f. Reflected ceiling plans completed.
2. Structural: **Not used**
3. Mechanical: **Not used**
4. Electrical: As needed, review of College Vendor's wiring diagrams and cable connectivity to card readers and lockdown buttons.
5. Civil: **Not used**
6. Probable Cost:

Update and refine the 50% Construction Document Probable cost.

7. Specifications:
 - a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
 - c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure compliance with required modifications and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

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

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

1. Drawings:

All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
2. Specifications:

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

Completely coordinated sub-consultant's work.

MEETINGS

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

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, PROJECT Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the PROJECT documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the PROJECT not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

DELIVERABLES

Copies:

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

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

BIDDING PHASE Not used

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT'S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT'S sub-consultants as pertains to their scope of work.
2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.
4. The ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.
 - a. The ARCHITECT'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.

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

CLOSE OUT PHASE

1. The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out the PROJECT with the Division of the State Architect.
2. ARCHITECT including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - a. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.

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

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the PROJECT.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principal	\$398.00
Project Manager	\$252.00
Senior Architect	\$252.00
Intermediate Architect	\$175.00

Junior Architect	\$102.00
Clerical	\$102.00
<u>Structural Engineers</u>	<u>Not Used</u>
<u>Mechanical Engineers</u>	<u>Not Used</u>
<u>Civil Engineers</u>	<u>Not Used</u>
<u>Landscape Architects</u>	<u>Not Used</u>
<u>Estimator ** Yuang Tai</u>	
Cost Estimator	\$130.00
<u>Electrical Engineers ** Design West</u>	
Electrical Engineer	\$275.00

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: 2019 Speech and Debate Team Competition in the International Forensic Association Tournament in Berlin, Germany from March 8-14, 2019

ACTION: Approval

BACKGROUND

The Irvine Valley College (IVC) Speech and Debate Team is a highly accomplished team that has earned an international reputation. Namely, IVC Forensics has hosted debate teams from the United Kingdom, Ireland, Eastern Europe, Japan, Rwanda, and China on 21 occasions. Moreover, the team has traveled several times to China for debate demonstrations, competition, and study abroad programs.

Now, IVC Forensics wishes to expand their international reputation by competing in the International Forensics Association 29th Annual Speech Tournament in Berlin, Germany. The International Forensics Association (IFA) promotes the diversity of speech & debate competition in countries around the world by hosting an annual tournament in alternating geographic locations.

STATUS

IVC Forensics proposes to travel to the IFA tournament during the spring session, from March 8, 2019 to March 14, 2019 (seven days and six nights), at a total budget not to exceed \$21,573 as depicted in EXHIBIT A. Tournament attendees are estimated at 12 participants, which includes eight students and four faculty members.

In an effort to cut costs, this tournament will be attended in lieu of the CCCFA State Championship Tournament. Students will be able to participate at this tournament through money raised (foundation account). Faculty will travel utilizing general funds.

The tournament consists of team debates in National Parliamentary Debate Association format; individual debates in International Public Debate Association format; five interpretation of literature events, four platform-speaking events, two limited-preparation speaking events, and a nuance event designed to honor the host nation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Irvine Valley College Speech and Debate Team travel to the 2019 International Forensics Association Speech Tournament in Berlin, Germany from March 8, 2019 to March 14, 2019.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Ann-Marie Gabel, Vice Chancellor, Business Services

ACTIVITY: International Forensics Association (IFA) Tournament
WHEN: March 8, 2019 to March 14, 2019
WHERE: Berlin, Germany
IVC CONTACT: William Neesen, Co-Director of Forensics
Irvine Valley College
5500 Irvine Center Dr.
Irvine, CA 92618
V: (949) 451-5235 E: wneesen@ivc.edu

Estimated maximum participants: 12

Funding Sources:

1. Student travel will be paid for out of fundraised money in the IVC Forensics Foundation Account.
2. Faculty travel will be paid for by the staff development general fund.

Estimated maximum cost - \$21,573.00

Travel specifics:

March 8 Depart LAX
March 9 Arrive in Berlin and check into hotel
March 10 Morning tour of Berlin, afternoon and evening practice for the tournament
March 11 IFA Tournament
March 12 IFA Tournament
March 13 Tour of Berlin
March 14 Return flight to LAX

Irvine Valley College Speech and Debate Team
Travel to Compete at the 2019 International Forensics Association 29th Annual Speech &
Debate Tournament and Conference
Berlin, Germany

March 8-14, 2019

Participant Cost Breakdown

PAID BY

COST/ITEM	GENERAL FUNDS	FOUNDATION	TOTAL	Type of reimburse	Date Needed
Tournament Registration/Entry Fees		\$1,500.00	\$1,500.00	Check before travel	3/7/2019
Hotel Reservation (\$150.00 per night:6 rooms for 5 hotel nights)	\$3,000.00	\$2,250.00	\$5,250.00		3/7/2019
Airline Baggage Fees (\$50.00 per person)	\$200.00	\$400.00	\$600.00	Reimbursed	
Roundtrip Airfare (estimated at \$750.00 per person)	\$3,000.00	\$6,000.00	\$9,000.00	Travel agency	ASAP Prices will go up
Per Diem (\$30.00 per day for 7 days for 8 students)		\$1,680.00	\$1,680.00	Reimbursed	
Per Diem (\$60.00 per day for 7 days for 4 advisors)	\$1,680.00		\$1,680.00	Reimbursed	
Ground transportation (\$10 per day/per person for 7 days)	\$280.00	\$560.00	\$840.00	Reimbursed	
Travel Insurance (\$59 per person)	\$236.00	\$472.00	\$708.00	School CC	3/7/19
Airport Parking (estimated at \$15.00 per day for 7 days for 3 cars)	\$315.00		\$315.00	Reimbursed	
Total Costs	\$8,711.00	\$12,862.00	\$21,573.00		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Community Education, Summer 2019

ACTION: Approval

BACKGROUND

The 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 Summer Session 2019. 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 and
Dr. Glenn R. Roquemore, President, Irvine Valley College*

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
1 of 7

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
Adult	52 Essential Conversations to Have with Your Tweens and Teens	5/1 - 10/1	Mind Brain Parenting (I)	40% Net	\$39
	Acrylic/Oil Painting Workshop	5/1 - 10/1	Jean Marie Christian (I)	40% Net	\$147
	Advanced Selling on eBay	5/1 - 10/1	Frances Greenspan (E)	40% Net	\$65
	Become a Live Scan Fingerprint Roller/Operator	5/1 - 10/1	livescanclasses.com (I)	40% Net	\$349
	Become A Professional Organizer	5/1 - 10/1	Nancy Miller (E)	40% Net	\$39
	Beginning and Intermediate Watercolor Workshop	5/1 - 10/1	Jean Marie Christian (I)	40% Net	\$168
	Beginning Blues Harmonica	5/1 - 10/1	David Broida (E)	40% Net	\$49
	Beginning Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$99
	Beginning Ukulele	5/1 - 10/1	Ron Gorman (E)	40% Net	\$100
	Blogging for Fun and Profit	5/1 - 10/1	Bob Cohen (I)	40% Net	\$39
	Botanicals Watercolor Workshop	5/1 - 10/1	Jean Marie Christian (I)	40% Net	\$168
	Calligraphy	5/1 - 10/1	Victoria Kibildis (E)	40% Net	\$185
	CBEST - California Basic Educational Skills Test	5/1 - 10/1	BTPS Testing Sandra Edwards (I)	40% Net	\$355
	Community (HOA) Leadership Training Program	5/1 - 10/1	Community Associations Institution (I)	40% Net	\$75
	Create Your Own Beautiful, Living Succulent Arrangement	5/1 - 10/1	Robert Farnsworth (E)	40% Net	\$29
	Creating Lasting Memories with Your Smart Phone	5/1 - 10/1	Mike Pouraryan (E)	40% Net	TBA
	Creative Digital Portrait Photography	5/1 - 10/1	Laura Hoffman (E)	40% Net	\$168
	Dance Classes for Adults	5/1 - 10/1	Bumpin' Ballroom (I)	40% Net	\$59
	Department of Real Estate Salesperson/Broker Online License Test Prep	5/1 - 10/1	Real Estate Centre (I)	90% Net	\$90
	Discover Photography: Part 1	5/1 - 10/1	Laura Hoffman (E)	40% Net	\$135
	Discover Photography: Part 2	5/1 - 10/1	Laura Hoffman (E)	40% Net	\$168
	Drawing Workshop	5/1 - 10/1	Jean Marie Christian (I)	40% Net	\$147
	Eagles Intermediate Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$99
	Eliminate Clutter in Your Home and Office	5/1 - 10/1	Nancy Miller (E)	40% Net	\$39
	Essential Oil Make and Take Series	5/1 - 10/1	Amber Cambria (E)	40% Net	\$175
	Feng Shui Tools for Better Living	5/1 - 10/1	Feng Shui Solutions (I)	40% Net	\$49
	Financial Management for Women	5/1 - 10/1	James Peters (E)	40% Net	\$39
	Fingerstyle Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$90
	First Hand French	5/1 - 10/1	TBA	40% Net	\$85
	Five Weeks to a Beautiful Garden!	5/1 - 10/1	Robert Farnsworth (E)	40% Net	\$290
	Foreign Language Students	5/1 - 10/1	FLS International (I)	Varies	Varies
	Get to Know the US Constitution	5/1 - 10/1	Mike Pouraryan (E)	40% Net	\$69
	Hand and Wheel Ceramics	5/1 - 10/1	Laura Haight (E)	40% Net	\$150
	Hand and Wheel Ceramics	5/1 - 10/1	TBA	40% Net	\$150
	Having the Talk: Parent-Based Sexuality Health Education for Families	5/1 - 10/1	Jill Halbert (E)	40% Net	\$148
	Healthy Harmonica: Songs and Rhythms	5/1 - 10/1	David Broida (E)	40% Net	\$39
	HiSet Testing	5/1 - 10/1	Javier Corrales (E)	Varies	Varies
	Home Computer Networks for Beginners	5/1 - 10/1	Bob Cohen (I)	40% Net	\$49
	How to Apply Design Thinking at Work and in Life	5/1 - 10/1	Mind Brain Parenting (I)	40% Net	\$49
	How to Be a Mystery Shopper	5/1 - 10/1	Jennifer Hayes Schutzta (I)	40% Net	\$49
	How To Be Published for FREE!	5/1 - 10/1	Mike Rounds (E)	40% Net	\$39
	How To Create A Website in 24 Hours for FREE!	5/1 - 10/1	Mike Rounds (E)	40% Net	\$39
	How to Monetize Your Writing Passion	5/1 - 10/1	Michael Ashley (E)	40% Net	\$49
	How To Play Piano By Ear	5/1 - 10/1	Craig Coffman (I)	40% Net	\$45
	How To Sell on eBay®	5/1 - 10/1	Frances Greenspan (E)	40% Net	\$65
	How to Sell Your Ideas and Inventions	5/1 - 10/1	Mike Rounds (E)	40% Net	\$39
	HSE Computer Technology Learning Center	5/1 - 10/1	Adult Education Instructor (E)	Grant	Grant
	HSE Math	5/1 - 10/1	Adult Education Instructor (E)	Grant	Grant
	HSE Math - Spanish	5/1 - 10/1	Adult Education Instructor (E)	Grant	Grant
	HSE Reading/Writing	5/1 - 10/1	Adult Education Instructor (E)	Grant	Grant
	HSE Reading/Writing - Spanish	5/1 - 10/1	Adult Education Instructor (E)	Grant	Grant
	Increase Your Income with a Home-Based Business	5/1 - 10/1	Nancy Miller (E)	40% Net	\$39
	Instant Piano for Hopelessly Busy People	5/1 - 10/1	Craig Coffman (I)	40% Net	\$45
	Intermediate Beatles Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$99
	Intermediate Blues Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$99
	Intermediate Guitar	5/1 - 10/1	Ron Gorman (E)	40% Net	\$99
	Introduction to Digital Photography: "The Camera Class"	5/1 - 10/1	Laura Hoffman (E)	40% Net	\$45
	Introduction to Wine Appreciation	5/1 - 10/1	Michelle Mooney (E)	40% Net	\$85
	Investment Boot Camp	5/1 - 10/1	Jalon O'Connell (E)	40% Net	\$39
	Investment Strategies for Growth and income	5/1 - 10/1	Charles Goffin (E)	40% Net	\$39
	iPhones®, iPads®. . . and I'm Lost©	5/1 - 10/1	Bob Cohen (I)	40% Net	\$39
	iPhones®, iPads®: Beyond the Basics	5/1 - 10/1	Bob Cohen (I)	40% Net	\$39
	Italian Supreme: A Taste of Italy	5/1 - 10/1	Conversa (I)	40% Net	\$153
	Job Seekers Workshop	5/1 - 10/1	Maryam Ghassemkhani (E)	40% Net	\$45
	Loan Signing Specialist Training	5/1 - 10/1	Masters Notary Academy (I)	40% Net	\$70
	Makeup 101	5/1 - 10/1	Michele Godinez (E)	40% Net	\$175
	Marketing Your Business on Facebook and Social Media Sites	5/1 - 10/1	Bob Cohen (I)	40% Net	\$49
	Master Your Investments	5/1 - 10/1	Jalon O'Connell-Morton (E)	40% Net	\$70
	Notary Public Training	5/1 - 10/1	Masters Notary Academy (I)	40% Net	\$70
	Online No-Credit Classes	5/1 - 10/1	Education To Go (I)	\$55-\$175pp	\$94-299
	Organic Gardening and Composting: Create a Home Vegetable Garden	5/1 - 10/1	Robert Farnsworth (E)	40% Net	\$29
	Piano Made Easy Series	5/1 - 10/1	Craig Coffman (I)	40% Net	\$75
	Pinot's Palette Wine Tasting and Painting	5/1 - 10/1	Bodega Dream LLC (I)	60% Net	\$145 - \$225
	Plant-Based Diets: The Why and How	5/1 - 10/1	Lori Hoolihan (E)	40% Net	\$49
	Proctoring Services	5/1 - 10/1	In-House Services (E)	PP	\$50-75
	Protect Your Property with Patents, Trademarks, and Copyrights	5/1 - 10/1	Mike Rounds (E)	40% Net	\$49

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
2 of 7

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Quilting	5/1 - 10/1	Pam Hadfield (E)	40% Net	\$150
	Retirement: A Phase of Life?	5/1 - 10/1	TBA	TBA	\$39
	Savvy Cyber Security	5/1 - 10/1	James Peters (E)	40% Net	\$39
	Secrets of Social Media and Internet Marketing	5/1 - 10/1	Bob Cohen (I)	40% Net	\$49
	Social Security Strategies and Retirement Planning	5/1 - 10/1	Jalon O'Connell (E)	40% Net	\$70
	Sound Retirement Strategies	5/1 - 10/1	David Brown (E)	40% Net	\$39
	Speed Spanish	5/1 - 10/1	Christy Nelson (E)	40% Net	\$59
	SRT - Motorcyclist Safety Program	5/1 - 10/1	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass for Beginners	5/1 - 10/1	Glass Spectrum (I)	60% Net	\$190
	Surface Decoration: Ceramics	5/1 - 10/1	Don Ryan (E)	\$30/hr+	\$185
	Surface Decoration: Ceramics	5/1 - 10/1	Kathryn Stovall-Dennis (E)	40% Net	\$185
	Teen Road To Safety	5/1 - 10/1	Teen Road To Safety Inc. (I)	Varies	Varies
	Travel Tours/Multi-Day Trips	5/1 - 10/1	Good Times Travel (I)	PP	PP
	Using Your Computer to Make Money	5/1 - 10/1	Nancy Miller (E)	40% Net	\$39
	Veterans Art Project	5/1 - 10/1	TBA	Varies	Varies
	What Were You Born To Do?	5/1 - 10/1	Curtis Adney (E)	40% Net	\$55
	Woodworking Workshop	5/1 - 10/1	Barbara Holmes	40% Net	TBA
	XinYi Mandarin Chinese	5/1 - 10/1	Xin Yi Language Institute (I)	40% Net	\$140
CFK	Zumba	5/1 - 10/1	Elizabeth Lorenzo (E)	40% Net	\$49
	24	5/1 - 10/1	Chris Elliott (E)	30% Net	\$180
	24	5/1 - 10/1	Robert Johnson (E)	30% Net	\$180
	Academic Bridge	5/1 - 10/1	Academic Bridge Academy (I)	60% Net	\$720
	Academic Chess	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Academic Chess: Modular and Action Origami	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Academic Origami	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Magic Origami	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Modular in Action Origami	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Paper Airplanes and Aerodynamics	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$120
	Advanced Robotics	5/1 - 10/1	Ann Berger (E)	60% Net	\$120
	Algebra for Teens - Level 1A	5/1 - 10/1	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level 1B	5/1 - 10/1	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level I	5/1 - 10/1	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level II	5/1 - 10/1	CFK Staff (E)	50% Net	\$99
	Art	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$120
	Art Camp	5/1 - 10/1	Art Just Create It (I)	60% Net	\$110
	Arts and Crafts	5/1 - 10/1	Ann Berger (E)	60% Net	\$100
	Beginner Computer Fashion with Adobe Illustrator	5/1 - 10/1	Laurie Murphy-Klein (E)	50% Net	\$100
	Beginners Fashion Design Program	5/1 - 10/1	Laurie Murphy-Klein (E)	50% Net	\$300
	Beginning Guitar & Ukulele Ensemble Class	5/1 - 10/1	Ron Gorman (E)	40-60% Net	\$99
	Beginning Guitar for Kids/Teens	5/1 - 10/1	Ron Gorman (E)	40-60% Net	\$120
	Beginning Robotics	5/1 - 10/1	Ann Berger (E)	60% Net	\$120
	Beginning Ukulele for Kids/Teens	5/1 - 10/1	Ron Gorman (E)	40-60% Net	\$95
	Bionerds: Animal Kingdom: Wilder Than You Think!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: Aquatic Creatures: No Gills Required!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: Dinosaurs: Fantastic Pre-Historic World	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: From Head to Toes	5/1 - 10/1	Bionerds (I)	60% Net	\$200
	Bionerds: Human Body: We are Super!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: Insects: Bug Me if You Dare!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: It's All About Life	5/1 - 10/1	Bionerds (I)	60% Net	\$128
	Bionerds: Marine Animals: Amazing Waterworld!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Bionerds: Microscopic World: What You Can't See May Surprise You!	5/1 - 10/1	Bionerds (I)	60% Net	\$136
	Brain Builders: Chess Club	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Crazy Contraptions	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Junkyard Challenge	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Robo Olympics	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Super Structures	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Super Stunt Vehicles	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Xtreme Catapults	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Xtreme Race Cars	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: STEM Lab Air Propulsion	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brain Builders: STEM Lab: Forensics	5/1 - 10/1	Brain Builders (I)	60% Net	\$120
	Brainstorm: Code Academy: 3D Game Design	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Code Academy: Advanced Apps, Arduino & Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: Code Academy: Android Apps & Arduino Electronics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: Android Studio	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: App and Game Design	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Code Academy: App and Game Development	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: App and Inventor Edition	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Code Academy: Game Development and Design	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Code Academy: HTML & CSS	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: IT & Cyber Security	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: Kodu Game Lab	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: Python Programming	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Code Academy: Scratch	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Code Academy: Scratch & Kodu Programming	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Code Academy: Tech Titans	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140

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South Orange County Community College District
SADDLEBACK COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Brainstorm: Code Academy: Web Development	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Engineering & Robotics: Robo Revolution	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: Filmmaking	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Game Development & Minecraft Programming	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: GameMaker: 2D Game Dev	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: GameMaker: 3D Game Design	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: GameMaker: 3D Game Development with Unity & Unreal	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: GameMaker: Code & Create	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: GameMaker: Coders and Creators	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: GameMaker: Game Development with Unity	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: GameMaker: Game Development with Unreal	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Go Think!	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Engineering & Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: LEGO® Engineering & Robotics: Motors & Mindstorms	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: LEGO® Engineering: Evolution of Engineering	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: LEGO® Engineering: Jedi Academy	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Jedi's and Superheroes	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: LEGO® Engineering: Medieval Machines	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Modern Machines	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Superhero City	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: LEGO® Robotics Academy	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: LEGO® Robotics: BattleBots	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: MakerStudio: 3D Printing	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Minecraft University: Advanced Modding	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: California Missions	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: Circuits & Electronics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Minecraft University: Civilizations	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: Dinocraft	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Java Modding	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: Math	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: Minecraft Modding	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Programming and Modding	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Minecraft University: Python Modding	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Python Temple	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Revolutions	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Minecraft University: Robotics and Redstones	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$225
	Brainstorm: Minecraft University: Robotics Programming	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Minecraft University: Rocketry	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: STEAM Studio: 3D Printing	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM Studio: CodeFlyers Drone Developer	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM Studio: CodeFlyers Flight School	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: STEAM Studio: Engineering & Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: STEAM Studio: Rocketry	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM Studio: YouTube & Moviemaking Masters	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: STEAM University: Excellence Through Engineering	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM University: Mastering Math	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM University: Success in Science!	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: STEAM University: Teaching with Technology	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: VEX Robotics: BotSports	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$140
	Brainstorm: Young Einsteins: Coding and Robotics	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: Rocketry	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: STEAM Academy	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: Young Einsteins: STEM Lab	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$210
	Brainstorm: Young Einsteins: STEM Lab 2!	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab Cubed (3)!	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab Squared (2)!	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab, Jr.	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$120
	Brainstorm: Young Einsteins: Super Scientists	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Brainstorm: Young Einsteins: Tech Academy	5/1 - 10/1	Brainstorm Studios, LLC (I)	60-62.5% Net	\$249
	Bricks 4 Kidz	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$180
	Bricks 4 Kidz: Amazing Animals	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing Animals with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing LEGO® Animals	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides with LEGO® Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Energy LEGO Models	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: forces of Nature with LEGO® Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets & Gizmos with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions with LEGO® Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Laws of Motion with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: LEGO Robotic Animals	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Bricks 4 Kidz: Mindstorm Robotics	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$185
	Bricks 4 Kidz: Minecraft with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining and Crafting	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining and Crafting 2 with LEGO® Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Motorized Air, Land, and Sea LEGO® Vehicles	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Remote Control Models with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures with LEGO Bricks	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Spectacular LEGO® Sports	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Spectacular Sports	5/1 - 10/1	Bricks 4 Kidz (I)	60% Net	\$120
	Calling All Detectives: Solve the Mystery of Felix, the Missing Millionaire	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$120
	Camp Galileo	5/1 - 10/1	Galileo Learning, LLC (I)	TBD	\$379
	Camp Invention	5/1 - 10/1	Camp Invention (I)	85% Net	Varies
	Capture the Flag	5/1 - 10/1	Chris Elliott (E)	30% Net	\$120
	Capture the Flag	5/1 - 10/1	Robert Johnson (E)	30% Net	\$120
	Catch a Wave into First Grade	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$180
	Catch a Wave into Second Grade	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$150
	Ceramics FUNdamentals	5/1 - 10/1	TBA	40% Net	\$145
	Cheerleading	5/1 - 10/1	Grace + Zen (I)	40-60% Net	\$120
	Cheerleading Skills Clinics	5/1 - 10/1	College for Kids Staff (E)	Varies	\$65
	Chess Day Camp	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$139
	CodeSpeak Labs: Coding and Artificial Intelligence	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Coding for Kids	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Coding for Kids, Jr.	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Computer Coding and Graphic Design	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Computer Coding to Save the World!	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: JavaScript Programming	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Python Programming	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	CodeSpeak Labs: Web Development	5/1 - 10/1	CodeSpeakLabs (I)	60-62.5% Net	\$225
	Cookie Parade	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$125
	Cooking for Kids classes	5/1 - 10/1	LIFT Enrichment (I)	40% Net	\$140
	Cooking with Science	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$125
	Craft-tivities	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$120
	Craft-tivities	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$120
	Creating with Clay	5/1 - 10/1	Art Just Create It (I)	60% Net	\$120
	Creative Cooks	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$230
	Creative Writing for Kids	5/1 - 10/1	Nicole Vega (E)	40% Net	\$99
	CSI: introduction To forensic Anthropology	5/1 - 10/1	Renee Garcia (E)	40% Net	\$110
	Cut and Dissect - Level A	5/1 - 10/1	Shaun Adams (E)	\$30/hr+	\$110
	Cut and Dissect - Level B	5/1 - 10/1	Shaun Adams (E)	\$30/hr+	\$110
	Dare to Draw Anything!	5/1 - 10/1	Sarah O'Connor (E)	\$30/hr+	\$98
	Daydreamers Academy: Create Your Own Fairytale/Super Hero Movie	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: Daydreamers Music Production Madness	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$175
	Daydreamers Academy: Jelly Time Music Workshop	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: Movie Magic	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: My Books Come To Life	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$175
	Daydreamers Academy: My Books' Come to Life	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$175
	Daydreamers Academy: YouTube Production Academy	5/1 - 10/1	Good for Nothing, Inc. (I)	40-60% Net	\$120
	Developmental Reading for Teens	5/1 - 10/1	CFK Staff (E)	\$30/hr+	\$99
	Diving Classes	5/1 - 10/1	Premier Aquatics (I)	Varies	\$141
	Drama Kids International	5/1 - 10/1	Drama Kids International (I)	60% Net	\$136
	Drop-In Aftercare	5/1 - 10/1	College for Kids Staff (E)	Varies	\$10
	Early Morning Art	5/1 - 10/1	Art Just Create It (I)	60% Net	\$98
	Emerald Cove Day Camp	5/1 - 10/1	Emerald Cove Camp, Inc.	Varies	Varies
	English Composition for Teens	5/1 - 10/1	TBA	40% Net	\$125
	Experienced Fashion Design Program	5/1 - 10/1	Laurie Murphy-Klein (E)	50% Net	\$300
	Fairy Tale Feast	5/1 - 10/1	Ann Berger (E)	60% Net	\$180
	First Grade Head Start	5/1 - 10/1	Chris Saalberg (E)	60% Net	\$350
	Fit Kids	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$180
	Fit Kids: Basketball	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Cheerleading	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Dodgeball	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Field Games	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$180
	Fit Kids: Flag Football	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Hip Hop	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Kindergarten Sports	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Lacrosse	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Soccer	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Tennis	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$120
	Fit Kids: Volleyball	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$169
	Four-Day Beginner Sewing and Fashion Design for Kids	5/1 - 10/1	Laurie Murphy-Klein (E)	50% Net	\$175
	Fun in the Sun	5/1 - 10/1	Dawn Trumbo (E)	30% Net	\$180
	Fun in the Sun	5/1 - 10/1	Kristi Martin (E)	30% Net	\$180
	Fun with Photoshop	5/1 - 10/1	Laura Hoffman (E)	40% Net	\$149
	Games Galore	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$104
	Games Galore	5/1 - 10/1	Heather Carlsen (E)	60% Net	\$104

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Games Galore	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$104
	Geometry for Teens	5/1 - 10/1	Doug Hill (E)	\$30/hr+	\$99
	Getting Excited for Kindergarten	5/1 - 10/1	Brandye Iverson (E)	60% Net	\$200
	Golf Skills Clinics Advanced	5/1 - 10/1	SCPGA (I)	60% Net	\$125
	Golf Skills Clinics Beginners	5/1 - 10/1	SCPGA (I)	60% Net	\$125
	Golf: Tee It Up With TGA/SCPGA	5/1 - 10/1	SCPGA (I)	60% Net	\$130
	Handwriting Heroes	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$112
	High School Algebra 1 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	High School Algebra 2 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	High School Geometry Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Hip Hop	5/1 - 10/1	Grace + Zen (I)	40-60% Net	\$169
	Hip Hop Dance Camp	5/1 - 10/1	Fit Kids America (I)	40-60% Net	\$112
	I Love Craft-tivities	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$120
	iD Tech	5/1 - 10/1	iD Tech (I)	PP	Varies
	Incrediflix	5/1 - 10/1	Incrediflix (I)	60% Net	\$185
	Incrediflix: Action Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$175
	Incrediflix: Action Movie Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Action Stop Motion Flix ft Roblox	5/1 - 10/1	Incrediflix (I)	60% Net	\$130
	Incrediflix: Animation Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Creature Animation Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$135
	Incrediflix: Filmmaking Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: GoPro Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$145
	Incrediflix: Green Screen Lego Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$130
	Incrediflix: Imagination Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Lego Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$170
	Incrediflix: Live Action Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Minecraft Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Minecraft Movie Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$130
	Incrediflix: Star Wars Live Action	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Star Wars Stop Motion Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Stop Motion Experience	5/1 - 10/1	Incrediflix (I)	60% Net	\$125
	Incrediflix: Stop Motion Tricks and Effects	5/1 - 10/1	Incrediflix (I)	60% Net	\$155
	Incrediflix: Superhero Filmmaking Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$185
	Incrediflix: Viral Flix	5/1 - 10/1	Incrediflix (I)	60% Net	\$125
	Institute of Reading Development	5/1 - 10/1	Inst. of Reading Development (I)	PP	Varies
	Interactive Writing Workshop	5/1 - 10/1	Nancy D'Aleo-Russey (E)	\$30/hr+	\$99
	Intro to Art Journaling	5/1 - 10/1	Sarah Donawerth (E)	40-60% Net	\$75
	Intro to Mixed-Media Art	5/1 - 10/1	Sarah Donawerth (E)	40-60% Net	\$75
	Introduction to Middle School Speech and Debate	5/1 - 10/1	New England Academy (I)	60% Net	\$120
	Irish Dance	5/1 - 10/1	Liz Lightner (E)	60% Net	\$96
	Jazz Camp	5/1 - 10/1	TBA	TBA	TBA
	Jump Start Fifth Grade	5/1 - 10/1	Ann Berger (E)	60% Net	\$180
	Jump Start First Grade	5/1 - 10/1	Kim Downing (E)	60% Net	\$150
	Jump Start First Grade	5/1 - 10/1	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Jump Start Kindergarten	5/1 - 10/1	Amy Clarke (E)	30% Net	\$125
	Jump Start Kindergarten	5/1 - 10/1	Kylie Schofield (E)	30% Net	\$125
	Jump Start Kindergarten	5/1 - 10/1	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Jump Start Second Grade	5/1 - 10/1	Christy Grudynski (E)	60% Net	\$150
	Jump Start Third Grade	5/1 - 10/1	Christy Grudynski (E)	60% Net	\$150
	Junior Gauchos Fun Club	5/1 - 10/1	College for Kids Staff (E)	Varies	\$80
	Keyboarding	5/1 - 10/1	Heather Carlsen (E)	60% Net	\$120
	Keyboarding	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$120
	Keyboarding on Personal Computers	5/1 - 10/1	Joyce Quade (E)	40-60% Net	\$126
	Kid Power	5/1 - 10/1	Mark Baines (E)	40-60% Net	\$290
	Kids Yoga and Mindfulness	5/1 - 10/1	Grace + Zen (I)	40-60% Net	\$120
	Kindergarten Kickoff	5/1 - 10/1	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Landscapes: Whimsical to Abstract Art	5/1 - 10/1	Sarah Jaques (E)	\$30/hr+	\$98
	Learning To Dig	5/1 - 10/1	Renee Garcia (E)	40% Net	\$110
	Lil' Chef School	5/1 - 10/1	Lil' Chef School (I)	40-60% Net	\$120
	Lions Club	5/1 - 10/1	Andrika Bowen (E)	30% Net	\$240
	Lions Club	5/1 - 10/1	Deanna Bleidistel (E)	30% Net	\$240
	Mad Science: Chemistry Lab	5/1 - 10/1	Mad Science (I)	40-60% Net	\$215
	Mad Science: Crazy Chemworks	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: Exploration Science	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: Inventor's Workshop: Eureka!	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: Molecule Mania	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: NASA	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: Physics Lab	5/1 - 10/1	Mad Science (I)	40-60% Net	\$215
	Mad Science: Robotics Lab	5/1 - 10/1	Mad Science (I)	40-60% Net	\$215
	Mad Science: Rocketry	5/1 - 10/1	Mad Science (I)	40-60% Net	\$215
	Mad Science: Science in Action	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Mad Science: Secret Agent Lab	5/1 - 10/1	Mad Science (I)	40-60% Net	\$215
	Mad Science: STEMulating Science	5/1 - 10/1	Mad Science (I)	40-60% Net	\$120
	Magic Origami	5/1 - 10/1	Academic Chess (I)	40-60% Net	\$139
	MainStage Kids	5/1 - 10/1	CFK Staff (E)	\$25/hr	\$395
	Manners Made Fun	5/1 - 10/1	Laura Little (E)	40% Net	\$100

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EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Math	5/1 - 10/1	Darren Gibson (E)	\$30/hr+	\$99
	Math 6 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Math 6/7	5/1 - 10/1	Michael Hale (E)	60% Net	\$180
	Math 7 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Math 7 Plus Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Math 8 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Math Tutoring By Experienced Math Teachers	5/1 - 10/1	wikiTHINK (I)	Varies	\$269
	Mathobotix	5/1 - 10/1	Mathobotix (I)	40-60% Net	\$259
	Mathobotix: STEM Robotics Camp	5/1 - 10/1	Mathobotix (I)	40-60% Net	\$259
	Middle School Algebra 1 Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Middle School Boot Camp	5/1 - 10/1	Deanna Bleidistel (E)	30% Net	\$120
	Middle School Boot Camp	5/1 - 10/1	Stephanie Avera (E)	30% Net	\$120
	Middle School Geometry Critical Concepts	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Middle School Math Prep	5/1 - 10/1	Michael Hale (E)	60% Net	\$160
	Mini-Kindergarten	5/1 - 10/1	Lori Walker (E)	60% Net	\$325
	Modeling and Style	5/1 - 10/1	Tara Meyer (E)	40% Net	\$120
	Mommy/Daddy and Me Preschool!	5/1 - 10/1	Kris McCartney (E)	60% Net	\$250
	Mommy/Daddy and Me Preschool!	5/1 - 10/1	Patti Peviani (E)	60% Net	\$250
	Mommy/Daddy and Me Preschool!	5/1 - 10/1	Wendy Marcot (E)	60% Net	\$250
	Musical theater	5/1 - 10/1	Heather Carlsen (E)	60% Net	\$180
	Musical theater	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$180
	Natural A's	5/1 - 10/1	Curtis Adney (E)	40% Net	\$49
	Natural A's: Parent/Adult Registration	5/1 - 10/1	Curtis Adney (E)	40% Net	\$49
	Nature Explorers After-School Program	5/1 - 10/1	Environmental Nature Center (I)	60% Net	\$112
	Ocean Animals	5/1 - 10/1	Sarah O'Connor (E)	\$30/hr+	\$98
	Pen and Ink Art Magic	5/1 - 10/1	CFK Staff (E)	\$30/hr+	\$98
	Photography	5/1 - 10/1	Laura Hoffman (E)	40-60% Net	Varies
	Playground Games	5/1 - 10/1	Mark Baines (E)	40-60% Net	\$290
	Pre-Algebra	5/1 - 10/1	Lindsey Peck (E)	\$30/hr+	\$99
	Pre-Geometry	5/1 - 10/1	Darren Gibson (E)	\$30/hr+	\$120
	Reading Comprehension Essentials I	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Reading Comprehension Essentials II	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Reading Fun with Jr Great Books and More	5/1 - 10/1	Lori Walker (E)	60% Net	\$110
	Running Skills Clinics: Beginners	5/1 - 10/1	GrassRoots Athletics Organization (I)	40% Net	\$125
	SCPGA Golf and S.T.E.A.M. Camp	5/1 - 10/1	SCPGA (I)	60% Net	\$179
	Second Grade Common Core Camp	5/1 - 10/1	Christy Grudynski (E)	60% Net	\$180
	Second Grade Common Core Camp	5/1 - 10/1	Kim Downing (E)	60% Net	\$180
	Second Grade Head Start	5/1 - 10/1	Valerie Robbins-Meyers (E)	60% Net	\$350
	So You Want To Be A Teacher?	5/1 - 10/1	Lori Walker (E)	60% Net	\$125
	Softball Clinics	5/1 - 10/1	Nick Trani (E)	40% Net	\$169
	Spanish for Children	5/1 - 10/1	Conversa (I)	40-60% Net	\$145
	Spanish for Children: Levels 1 and 2	5/1 - 10/1	Conversa (I)	40-60% Net	\$120
	Spanish for Preschoolers	5/1 - 10/1	Conversa (I)	40-60% Net	\$145
	Strategic Kids: LEGO Architecture: Building Through the Ages	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Engineering: Crazy Carnival	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids: LEGO Simple Machines	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids: LEGO Storytellers	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids: Science of Magic	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids: Star Wars LEGO: Jedi Storytellers	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids: Strategic Magic	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$112
	Strategic Kids:LEGO Engineering: Motor Madness	5/1 - 10/1	Strategic Kids (I)	40-60% Net	\$120
	Study Strategies for Teens	5/1 - 10/1	Jason Turney (E)	\$30/hr+	\$56
	Successful Study Strategies for Kids	5/1 - 10/1	Jason Turney (E)	\$30/hr+	\$56
	Swing Dance for Kids	5/1 - 10/1	Arianna Caligiuri (E)	40% Net	\$120
	Tennis Skills Clinics	5/1 - 10/1	Nick Trani (E)	40% Net	\$149
	The Photography Club	5/1 - 10/1	Excel Education Programs (I)	40% Net	\$120
	Theatre Fun with Improvisation	5/1 - 10/1	Tara Meyer (E)	40% Net	\$120
	Third Grade Common Core Camp	5/1 - 10/1	Christy Grudynski (E)	60% Net	\$180
	Third Grade Head Start	5/1 - 10/1	Julie Hansen (E)	60% Net	\$350
	Toddler Time	5/1 - 10/1	Dawn Trumbo (E)	30% Net	\$250
	Toddler Time	5/1 - 10/1	Kristi Martin (E)	30% Net	\$250
	UCI Writing Project	5/1 - 10/1	UCI Youth Programs (I)	Varies	\$690
	Volleyball	5/1 - 10/1	Heather Carlsen (E)	60% Net	\$180
	Volleyball	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$180
	Water Polo	5/1 - 10/1	Premier Aquatics (I)	Varies	\$149
	Weight Training	5/1 - 10/1	Charles Waterman (E)	60% Net	\$198
	Writing Skills Development for High School Composition	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Writing Skills Development I	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Writing Skills Development II	5/1 - 10/1	CFK Staff (E)	\$38/hr	\$169
	Yoga: Health and Wellness for Kids	5/1 - 10/1	Heather Carlsen (E)	60% Net	\$120
	Yoga: Health and Wellness for Kids	5/1 - 10/1	Tanya Bonetti (E)	60% Net	\$120
	Young Artists and Authors Studio	5/1 - 10/1	Carrie Gray (E)	40-60% Net	\$180
	Young Illustrators	5/1 - 10/1	CFK Staff (E)	\$30/hr+	\$98
	Young Rembrandts	5/1 - 10/1	Dustin Panian dba Young Rembrandts (I)	60% Net	\$180
	Young Rembrandts: Cartoon Drawing	5/1 - 10/1	Dustin Panian dba Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts: Cartooning	5/1 - 10/1	Dustin Panian dba Young Rembrandts (I)	60% Net	\$120

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
7 of 7

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Young Rembrandts: Draw Amazing Things	5/1 - 10/1	Dustin Panian dba Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts: Elementary Drawing	5/1 - 10/1	Dustin Panian dba Young Rembrandts (I)	60% Net	\$120
	Youth Aquatics - Various Classes	5/1 - 10/1	Premier Aquatics (I)	Varies	Varies

(E) Employee
(I) Independent Contractor

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and
Dr. Glenn R. Roquemore, President, Irvine Valley College*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
2/6/2019 5:00 PM MSE 313	Steve Teh / Science Lecture Series 2019	Dr. Brian Bear	Cyctic Fibrosis	ASG Funds – Honorarium of \$2500.00
2/8/2019 9:30 AM 0 11:35 AM Laguna Woods Village Performing Arts Center	Dr. Greg Jenks / Dorothy Marie Lowry Distinguished Guest Lecture Series, Emeritus Institute	Dr. Lisa Leitz	Military Activism: Fighting for Peace and Social Justice from Inside Out	\$200.00
2/27/2019 5:00 PM MSE 313	Steve Teh / Science Lecture Series 2019	Dr. William Schief	HIV	ASG Funds – Honorarium of \$2500.00
3/7/2019 12:00 PM – 1:15 PM SSC 212	Nicole Major / SBS Gerontology	James Burns, Lawyer/CEO	Why a Trust and Not a Will?	\$500.00
3/13/2019 6:00 pm SM 313	Steve Teh	Dr. Eric Rignot	Sea Level Rise from Melting Ice Sheets: How Does it Work? What do We Know? What Can We Do About It?	\$2000.00
4/12/2019 9:30 AM – 11:35 AM Laguna Woods Village Performing Arts Center	Dr. Greg Jenks / Dorothy Marie Lowry Distinguished Guest Lecture Series, Emeritus Institute	Dr. Hugh Ross	Improbable Planet	\$200.00

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
2/26/19 3:30 – 5:00pm SSC 230	Tuan Nguyen Transfer Center	Alyson Hoberecht	Classroom Management for Pre/K-12 Teachers	\$250 CTE Grant Funds
3/14/19 6:00 – 8:00pm B 353	Tuan Nguyen Transfer Center	Dr. Brett Patterson	The Role in Mindfulness in Managing Challenging Classroom Behaviors	\$350 CTE Grant Funds
4/23/19 3:30 – 5:00pm SSC 239	Tuan Nguyen Transfer Center	Alyson Hoberecht	Inspiring a Positive Mindset	\$250 CTE Grant Funds
3/11/19 and 4/1/19 8:00am – 5:00pm	Dr. Glenn Roquemore	Linda Shoob, M.S.	Leadership Team Development	\$6,000 General Fund

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revised Curriculum for the 2019-20 and 2020-21 Academic Years

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2019-20 and 2020-21 academic years. Exhibit A includes revised courses and Exhibit B includes revised and deleted programs for academic year 2019-20. Exhibit C includes revised courses for academic year 2020-21. The revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-20 and 2020-21 academic years at Saddleback College as listed in Exhibits A, B, and C.

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	CMT 230	430344.00	APPLIED NETWORK TECH	rec prep fr CMT 225 to <u>CMT 220</u> , tps, txt, val
ATAS	FASH 206	992371.00	KNITWEAR CONSTRUCTION	txt
BUS	CIMN 210	429269.00	NETWK ESSENTIALS TECH	hrs fr 3 hrs lec/1 hr lab/0 hr lrng cntr to <u>3 hrs lec/2 hr lab/0 hr lrng cntr</u>
KNES	CWE 180	405062.00	CWE: PRE-THERAPY	pcs fr not program applicable to <u>program applicable</u>
KNES	CWE 180	405063.00	CWE: PRE-THERAPY	pcs fr not program applicable to <u>program applicable</u>

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Environmental Studies
Associate in Arts

Environmental Studies is an interdisciplinary program that provides students with an integrated and critical knowledge of the natural environment and the relationships and interactions humans have with it. The program provides students with the understanding that environmental challenges face every aspect of society, and it provides them with the skills needed to help solve these complex problems through cooperation and negotiation with the different and often competing stakeholders. The program combines classroom, laboratory, and field study instruction giving students a well-rounded preparation in the field of environmental studies.

The curriculum in the Environmental Studies Associate Degree program is designed to prepare students to transfer to a baccalaureate institution and complete a four year degree in an environmental related field of study, including, but not limited to, Environmental Studies, Environmental Science and Management, Environmental Policy, Energy Studies, Sustainability Studies, Conservation Biology, Ecology, and Wildlife Management. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate social responsibility by using critical thinking skills.
- Demonstrate scientific literacy and ability to engage in scientific inquiry concerning environmental issues through the evaluation and analysis of scientific literature, and presentation of results in written and oral form.
- Evaluate environmental impact of personal decisions on the local, regional, national, and global environment.

Required Courses

Course ID	Title	Units
ENV 1	Introduction to Environmental Studies	3
ENV 18	Introduction to Ecology	4
CHEM 3*	Fundamental Chemistry	4
ENG 1A*	Principles of Composition I	4
or		
ENG 1AH*	Principles of Composition I Honors	4
ENG 1B*	Principles of Composition II	3
or		
ENG 1BH*	Principles of Composition II Honors	3
MATH 10*	Introduction to Statistics	3
	Select from Restricted Electives	9-12
Total Units for the Major		30-33

Restricted Electives

ENV 6*	Scarcity and Environment	3
ENV 16	Environmental Disasters	3
ENV 23	Environmental Geology	4
or		
GEOL 23	Environmental Geology	4
ENV 24	Natural History of California	4
ENV 25	Environmental Hazards to Health	3
ENV 30	Alternative Energy Technologies	3
ENV 37	Environmental Ethics	3
ENV 40	Environmental Law and Policy	3
ENV 105*	Environmental Studies Internship	2

Revised
Environmental Studies
Associate of Arts

Environmental Studies is an interdisciplinary program that provides students with an integrated and critical knowledge of the natural environment and the relationships and interactions humans have with it. The program provides students with the understanding that environmental challenges face every aspect of society, and it provides them with the skills needed to help solve these complex problems through cooperation and negotiation with the different and often competing stakeholders. The program combines classroom, laboratory, and field study instruction giving students a well-rounded preparation in the field of environmental studies.

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Required Courses

Course ID	Title	Units
ENV 1	Introduction to Environmental Studies	3
ENV 18	Introduction to Ecology	4
CHEM 3*	Fundamental Chemistry	4
ENG 1A*	Principles of Composition I	4
or		
ENG 1AH*	Honors Principles of Composition I	4
ENG 1B*	Principles of Composition II	3
or		
ENG 1BH*	Honors Principles of Composition II	3
or		
ENG 70*	Reasoning and College Reading	3
MATH 10*	Introduction to Statistics	3
	Select from Restricted Electives	9-12
Total Units for the Major		30-33

Restricted Electives

Course ID	Title	Units
ENV 5	Biodiversity Conservation	3
ENV 6*	Scarcity and Environment	3
ENV 16	Environmental Disasters	3
ENV 23	Environmental Geology	4
or		
GEOL 23	Environmental Geology	4
ENV 24	Natural History of California	4
ENV 25	Environmental Hazards to Health	3
ENV 30	Alternative Energy Technologies	3

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

ENV 106	Natural Resource Conservation	3
ENV 123	Water and Soil Conservation Water	3
ENV 140	Quality and Monitoring Water	3
ENV 141	Resources and Management	4
CWE 180	Co-Op-Ed Environmental Studies	1
or		
CWE 180	Co-Op-Ed Environmental Studies	2
GEOG 110	Introduction to Geographic Information Systems (GIS)	2
or		
GIS 110	Introduction to Geographic Information Systems (GIS)	2

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

Associate ~~in~~ Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate ~~in~~ Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

ENV 37	Environmental Ethics	3
ENV 40	Environmental Law and Policy	3
ENV 105*	Environmental Studies Internship	2
ENV 106	Natural Resource Conservation	3
ENV 123	Water and Soil Conservation	3
ENV 140	Water Quality and Monitoring	3
ENV 141	Water Resources and Management	4
CWE 180	Co-Op-Ed <u>Environmental Monitoring and Assessment</u>	1
or		
CWE 180	Co-Op- Ed <u>Environmental Monitoring and Assessment</u>	2
GEOG 110	Introduction to Geographic Information Systems (GIS)	2
or		
GIS 110	Introduction to Geographic Information Systems (GIS)	2

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

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Fashion Display and Presentation
Associate of Science

The Fashion Display and Presentation degree provides the student with a comprehensive academic foundation to pursue multiple fashion display careers within the field of merchandising and marketing. Students will have opportunities to develop skills in product knowledge, color theory, fashion sketching, store planning and layout, stage set design and construction, careers within the industry, and history of fashion trends. Students that complete this program will be prepared for entry level positions in brick and mortar retail and/or e-commerce. Occupations such as: visual merchandiser, visual stylist, display assistant, display coordinator, retail management, customer service associate, and freelance display artist. This Associate of Science degree prepares students for transfer to 4-year universities, majoring in Fashion Merchandising or Fashion Design. Similar transfer majors include: Apparel Management, Apparel Merchandising and Fashion Retailing.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their visual display and presentation skills.
- Demonstrate and understand skills needed to create and construct 3-dimensional window displays and/or 3-dimensional visual stage sets showcasing continuity of theme, layout, signage, merchandise, and lighting presentation.
- Demonstrate and understand skills needed to execute editorial or lifestyle photo shoots for publications in print or e-commerce.

Required Core

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 140	Fashion Image	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 154	Fashion Illustration	3
	Select from Restricted Electives	2-3

Total Units for the Major 23-24

Restricted Electives

ARTH 100	Art Gallery Display and Exhibition	3
CWE 180*†	Co-Op-Ed Fashion	1
and		
FASH 145*§	Internship	1
FASH 155*	The Digital Fashion Image	2
FASH 250	Fashion Trend Forecasting	3
ID 114	Applied Color and Design Theory for Interior Design	3
ID 115*	CAD for Interior Design	3

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

† Recommended to be taken in the last semester of the program.

§ Must be taken concurrently with CWE 180.

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 patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Revised
Fashion Display and Presentation
Associate of Science

The Fashion Display and Presentation degree provides the student with a comprehensive academic foundation to pursue multiple fashion display careers within the field of merchandising and marketing. Students will have opportunities to develop skills in product knowledge, color theory, fashion sketching, store planning and layout, stage set design and construction, careers within the industry, and history of fashion trends. Students that complete this program will be prepared for entry level positions in brick and mortar retail and/or e-commerce. Occupations such as: visual merchandiser, visual stylist, display assistant, display coordinator, retail management, customer service associate, and freelance display artist. This Associate of Science degree prepares students for transfer to 4-year universities, majoring in Fashion Merchandising or Fashion Design. Similar transfer majors include: Apparel Management, Apparel Merchandising and Fashion Retailing.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their visual display and presentation skills.
- Demonstrate and understand skills needed to create and construct 3-dimensional window displays and/or 3-dimensional visual stage sets showcasing continuity of theme, layout, signage, merchandise, and lighting presentation.
- Demonstrate and understand skills needed to execute editorial or lifestyle photo shoots for publications in print or e-commerce.

Required Core

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 140	Fashion Image	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 154	Fashion Illustration	3
	Select from Restricted Electives	1.5-3

Total Units for the Major 22.5-24

Restricted Electives

ARTH 100	Art Gallery Display and Exhibition	3
CWE 180*†	Co-Op-Ed Fashion	1
and		
FASH 145*§	Internship	1
FASH 155*	The Digital Fashion Image	2
FASH 250	Fashion Trend Forecasting	1.5
ID 114	Applied Color and Design Theory for Interior Design	3
ID 115*	CAD for Interior Design	3

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

† Recommended to be taken in the last semester of the program.

§ Must be taken concurrently with CWE 180.

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 patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

**Current
Health Sciences
Associate of Science**

The Health Sciences Associate Degree program is designed to provide students the opportunity to explore their interest in health, health care and related fields through a variety of classes. The program may lead to a range of general health employment opportunities in areas such as Nursing Assistant, Home Health Aide or Medical Assisting. This associate degree is an initial educational step that may support attempts to gain entry-level employment or promotion. A baccalaureate or higher degree is recommended for those considering professional careers such as Health Sciences, Health Care Management/Administration, Public Health, and other pre-professional Allied Health Programs.

Courses identified within the "Required Core" may have limitations on enrollments depicted by an asterisk symbol (*). It is strongly advised that students reference ~~the course descriptions in the~~ Saddleback College catalog or consult with a counselor for assistance in outlining an educational plan to achieve this degree.

This program is not the Associate Degree in Nursing and does not meet the State Board of Registered Nursing requirements for licensure in the State of California. Students interested in achieving a degree in Nursing should see Registered Nurse Associate in Science.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize and define the terminology of various health sciences.
- Differentiate between various health science jobs and job requirements.
- Demonstrate scientific and critical thinking skills related to the field of health science.

Required Core: Select 18 Units from the following courses:

Course ID	Title	Units
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
BIO 20	Introduction to Biology	4
BIO 113	Human Anatomy and Physiology	4
CHEM 3*	Fundamental Chemistry	4
CHEM 1A*	General Chemistry	5
CHEM 108	Introduction to General, Organic, and Biochemistry	4
EMT 207*	Emergency Medical Technician Procedures	11
And		
EMT 207C*	Emergency Medical Technician Clinical Observation	1
EMT 210*	Emergency Medical Technician Refresher Course	1.5
EMT 219*	Paramedic Preparation	4
FN 50	Fundamentals of Nutrition	3
FN 161*	Nutrition for Health Occupations	2
HIT 100*	Health Information Science	2
HIT 109*	ICD Diagnostic Coding	3
HIT 111*	Health Information Technologies (HCIT)	3
HIT 116*	Performance Improvement in Healthcare	3
HIT 119*	Management of Resources in Healthcare	3
HIT 130*	Directed Practice	4
HLTH 1	Contemporary Health Issues	3
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5
HLTH 3	Women's Health Issues	3
HSC 104	Medical Terminology	3
HSC 217	Cardiac Dysrhythmias	2

**Revised
Health Sciences
Associate of Science**

The Health Sciences Associate Degree program is designed to provide students the opportunity to explore their interest in health, health care and related fields through a variety of classes. The program may lead to a range of general health employment opportunities in areas such as Nursing Assistant, Home Health Aide, or Medical Assisting. This associate degree is an initial educational step that may support attempts to gain entry-level employment or promotion. A baccalaureate or higher degree is recommended for those considering professional careers in areas such as Health Sciences, Health Care Management/Administration, Public Health, and other pre-professional Allied Health Programs.

Courses identified within the "Required Core" may have limitations on enrollments depicted by an asterisk symbol (*). It is strongly advised that students reference Saddleback College catalog or consult with a counselor for assistance in outlining an educational plan to achieve this degree.

This program is not the Associate Degree in Nursing and does not meet the State Board of Registered Nursing requirements for licensure in the State of California. Students interested in achieving a degree in Nursing should see Registered Nurse Associate in Science.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize and define the terminology of various health sciences.
- Differentiate between various health science jobs and job requirements.
- Demonstrate scientific and critical thinking skills related to the field of health science.

Required Core: Select 18 Units from the following courses:

Course ID	Title	Units
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
BIO 20	Introduction to Biology	4
BIO 113	Human Anatomy and Physiology	4
CHEM 3*	Fundamental Chemistry	4
CHEM 1A*	General Chemistry	5
CHEM 108	Introduction to General, Organic, and Biochemistry	4
CWE 180*	CO-OP-ED Internship for Pre-Therapy	
	Students	1
CWE 180*	CO-OP-ED Internship for Pre-Therapy	
	Students	2
EMT 207*	Emergency Medical Technician Procedures	11
And		
EMT 207C*	Emergency Medical Technician Clinical Observation	1
EMT 210*	Emergency Medical Technician Refresher Course	1.5
EMT 219*	Paramedic Preparation	4
FN 50	Fundamentals of Nutrition	3
FN 161*	Nutrition for Health Occupations Health Information Science	2
HIT 100*	Health Information Science	2
HIT 109*	ICD Diagnostic Coding	3
HIT 111*	Health Information Technologies (HCIT)	3
HIT 116*	Performance Improvement in Healthcare	3
HIT 119*	Management of Resources in Healthcare	3
HIT 130*	Directed Practice	4
HLTH 1	Contemporary Health Issues	3
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

HSC 226*	Advanced Cardiac Life Support	2	HLTH 3	Women's Health Issues	3
HSC 227*	Pediatric Advanced Life Support	2	HSC 104	Medical Terminology	3
HSC 228	Calculations for Medication Administration	1	HSC 217	Cardiac Dysrhythmias	2
HSC 291	Management of Aggressive Behavior in Healthcare Settings	.50	HSC 226*	Advanced Cardiac Life Support	2
KNEA 151	Intro to Therapy and Career Exploration of Rehabilitation	3	HSC 227*	Pediatric Advanced Life Support	2
Or			HSC 228	Calculations for Medication Administration	1
HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3	HSC 291	Management of Aggressive Behavior in Healthcare Settings	.50
MA 206	Introduction to Medical Assisting	3	KNEA 151	Intro to Therapy and Career Exploration of Rehabilitation	3
MA 211B	Physical-Examination Procedures	3	Or		
MA 212B	Medical Office Laboratory Procedures	3	HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3
MA 213B*	Medical Asepsis and Surgical Procedures	3	MA 206	Introduction to Medical Assisting	3
MA 214B	Medication Administration for Medical Assistants 3	3	MA 211B	Physical-Examination Procedures	3
MA 218B	Electrocardiography for the Medical Assistant	3	MA 212B	Medical Office Laboratory Procedures	3
MLT 210	Introduction to the Clinical Laboratory Profession 1	1	MA 213B*	Medical Asepsis and Surgical Procedures	3
MLT 211*	Basic Laboratory Procedures	1	MA 214B	Medication Administration for Medical Assistants	3
N 160*	Pharmacology for Nursing	3	MA 218B	Electrocardiography for the Medical Assistant	3
N 165	Lifecycle 1, Fundamentals of Aging	1.5	MLT 210	Introduction to the Clinical Laboratory Profession	1
N 161	Lifecycle 2, Growth and Development	1.5	MLT 211*	Basic Laboratory Procedures	1
N 204	Beginning Nursing Concepts	2	N 160*	Pharmacology for Nursing	3
N 212	Laboratory Values, Interpretation And Application	1.5	N 165	Lifecycle 1, Fundamentals of Aging	1.5
N 280	Nursing Careplans and Maps	1	N 161	Lifecycle 2, Growth and Development	1.5
PHLB 240	Phlebotomy	4	N 204	Beginning Nursing Concepts	2
	Total Units for the Major:	18	N 212	Laboratory Values, Interpretation And Application	1.5
			N 280	Nursing Careplans and Maps	1
			PHLB 240	Phlebotomy	4
				Total Units for the Major:	18

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

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 patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

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SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current

School-Age Care and Recreation Certificate Program

This certificate meets the course requirements of the Teacher level Child Development Permit issued by the California Commission on Teacher Credentialing (CTC) with a School-Age Authorization. Developmental and learning theory as well as appropriate strategies related to the care and recreation of children in before and after school settings will be studied and applied. Family collaboration and relationship based practice will be emphasized. This certificate is especially suited for individuals working as before and after school recreation leaders and caregivers in a variety of settings that serve school age children. Additional work with children is required to obtain the CTC Teacher Permit.

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe developmental milestones for children in the areas of physical, psychosocial, cognitive, and language development.
- Identify environmental, cultural, familial, economic, political and historical contexts that influence all children's development
- Demonstrate a range of skills and knowledge related to the unique needs of school age children in before and after school recreation settings.
- Use the ongoing cycle of curriculum development to plan, implement and evaluate curriculum including environments based on developmentally, culturally, linguistically appropriate practices.
- Apply developmental theory, knowledge of child development, DCLAP, and research based teaching strategies to develop curriculum for the unique educational needs of children individually and in group care settings.
- Demonstrate developmentally appropriate observation, assessment and documentation skills that can be applied to interpretations of growth and development, planning and identification of individual needs.
- Demonstrate professional skills, including ethical practice, reflective practice, written and verbal communication, collaboration, advocacy and identification of personal qualifications in relationship to state and national requirements of teachers of young children.

Core Courses

Course ID	Title	Units
CDE 101*	Principles and Practices of Teaching Young Children	3
CDE 15*	Child, Family, and Community	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 110*	Introduction to Curriculum	3
CDE 111*	Child Guidance and Communication	3
CDE 112*	Health, Safety, and Nutrition	3
CDE 117*	Teaching in a Diverse Society	3
CDE 120*	Observation and Assessment	3
CDE 121*	Practicum-The Student Teaching Experience	5
CDE 125*	School-Age Before and After School Programs	3
	Select from Required Breadth	16-19
	Total Units for the Major:	48-51

Deleted

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CDE 120*	Observation and Assessment	3
CDE 121*	Practicum-The Student Teaching Experience	5
CDE 125*	School-Age Before and After School Programs	3
	Select from Required Breadth	16-19
	Total Units for the Major:	48-51

SADDLEBACK COLLEGE
REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Required Breadth

Students must complete area 1, select one course from each of areas 2, 3, and 4, and select one additional course from area 2, 3, or 4.
16-19 Units

Area 1	Title	Units
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
Area 2		
MATH 10*	Introduction to Statistics	3
Or		
MATH 14*	Mathematics for Elementary School Teachers	5
Or		
MATH 103*	Mathematical Ideas	3
Or		
PSYC 44*	Statistics for the Behavioral Sciences	3
Or		
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
Or		
ENV 18	Introduction to Ecology	4
Or		
GEOG 1	Physical Geography	3
Or		
GEOG 1H	Honors Physical Geography	3
Or		
GEOL 1	Introduction to Physical Geology	4
Or		
GEOL 20	Introduction to Earth Science	4
Or		
HORT 20	Introduction to Horticultural Science	4
Area 3		
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
Or		
GEOG 2	Cultural Geography	3
Or		
GEOG 2H	Honors Cultural Geography	3
Or		
SOC 10	Introduction to Marriage and the Family	3
Or		
SOC 20	Ethnic Cultures of the United States	3
Or		
SOC 30	Social Psychology	3
Or		
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3
Area 4		
ENG 142*	Children's Literature	3
Or		
ARTH 20	Art Appreciation	3
Or		
MUS 1	The Basics of Music	3
Or		
MUS 20	Music Appreciation	3
Or		
DANC 64	History of Dance	3
Or		
HORT 115	History of Landscape Design	3
Or		
ID 110	Fundamentals of Interior Design	3

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

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SADDLEBACK COLLEGE
 REVISED COURSES
 ACADEMIC YEAR 2020-2021

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
EI	EACT 500	971053.05	IMPROVING INVESTMENT PERFORMANCE (EI)	crs id fr EACT 500 to <u>EACT 502</u> , ti fr IMPROVING INVESTMENT PERFORMANCE (EI) to <u>MANAGING INVESTMENT PERFORMANCE (EI)</u>
EI	EACT 501	970190.00	STOCKS AND BONDS MANAGEMENT (EI)	crs id fr EACT 501 to <u>EACT 503</u> , ti fr STOCKS AND BONDS MANAGEMENT (EI) to <u>MANAGING BONDS AND STOCKS (EI)</u>
EI	EART 500	970541.00	ART APPRECIATION (EI)	crs id fr EART 500 to <u>EART 503</u> , ti fr ART APPRECIATION (EI) to <u>FUNDAMENTALS OF ART ANALYSIS AND APPRECIATION (EI)</u>

EI	EART 510	971001.20	CERAMICS HANDBUILDING (EI)	crs id fr EART 510 to <u>EART 509</u> , ti fr CERAMICS HANDBUILDING (EI) to <u>SURVEY OF CERAMICS AND HANDBUILDING (EI)</u>
EI	EART 512	971003.10	INTERMEDIATE CERAMICS (EI)	crs id fr EART 512 to <u>EART 518</u> , ti fr INTERMEDIATE CERAMICS (EI) to <u>INTERMEDIATE CERAMICS-WHEEL (EI)</u>
EI	EART 514	970501.00	BEGINNING CERAMICS SLIPCASTING (EI)	crs id fr EART 514 to <u>EART 519</u> , ti fr BEGINNING CERAMICS SLIPCASTING (EI) to <u>BEGINNING TECHNIQUES OF CERAMIC SLIPCASTING (EI)</u>
EI	EART 532	970600.00	BEGINNING JEWELRY METAL FABRICATION (EI)	crs id fr EART 532 to <u>EART 535</u> , ti fr BEGINNING JEWELRY METAL FABRICATION (EI) to <u>FUNDAMENTALS OF METAL FABRICATION FOR JEWELRY (EI)</u>
EI	EART 533	970605.50	INTERMEDIATE JEWELRY METAL FABRICATION (EI)	crs id fr EART 533 to <u>EART 536</u> , ti fr INTERMEDIATE JEWELRY METAL FABRICATION (EI) to <u>INTERMEDIATE TECHNIQUES OF METAL FABRICATION FOR JEWELRY (EI)</u>
EI	EART 550	971021.10	BEGINNING SKETCHING (EI)	crs id fr EART 550 to <u>EART 549</u> , ti fr BEGINNING SKETCHING (EI) to <u>FUNDAMENTALS OF SKETCHING (EI)</u>
EI	EART 552	970706.00	BEGINNING LIFE DRAWING (EI)	crs id fr EART 552 to <u>EART 553</u> , ti fr BEGINNING LIFE DRAWING (EI) to <u>FUNDAMENTALS OF LIFE DRAWING (EI)</u>
EI	EART 560	971005.10	BEGINNING PAINTING IN OIL/ACRYLIC (EI)	crs id fr EART 560 to <u>EART 559</u> , ti fr BEGINNING PAINTING IN OIL/ACRYLIC (EI) to <u>FUNDAMENTALS OF OIL/ACRYLIC PAINTING (EI)</u>
EI	EART 562	971009.10	ADVANCED PAINTING IN OIL - ACRYLIC (EI)	crs id fr EART 562 to <u>EART 566</u> , ti fr ADVANCED PAINTING IN OIL - ACRYLIC (EI) to <u>ADVANCED PAINTING TECHNIQUES FOR OIL/ACRYLIC (EI)</u>
EI	EART 563	970640.10	PAINTING IN SUBJECT AREAS (EI)	crs id fr EART 563 to <u>EART 565</u> , ti fr PAINTING IN SUBJECT AREAS (EI) to <u>SURVEY OF PAINTING IN MULTIPLE SUBJECT AREAS (EI)</u>
EI	EART 570	971011.10	BEGINNING WATERCOLOR (EI)	crs id fr EART 570 to <u>EART 569</u> , ti fr BEGINNING WATERCOLOR (EI) to <u>FUNDAMENTALS OF WATERCOLOR PAINTING (EI)</u>

EI	EART 571	971013.10	INTERMEDIATE ADVANCED WATERCOLOR (EI)	crs id fr EART 571 to <u>EART 574</u> , ti fr INTERMEDIATE ADVANCED WATERCOLOR (EI) to <u>INTERMEDIATE-ADVANCED TECHNIQUES OF WATERCOLOR PAINTING (EI)</u>
EI	EART 591	971017.10	INTERMEDIATE SCULPTURE (EI)	crs id fr EART 591 to <u>EART 592</u> , ti fr INTERMEDIATE SCULPTURE (EI) to <u>INTERMEDIATE TECHNIQUES OF CERAMIC SCULPTURE (EI)</u>
EI	EENG 500	971995.00	INTRODUCTION TO CREATIVE WRITING (EI)	crs id fr EENG 500 to <u>EENG 503</u> , ti fr INTRODUCTION TO CREATIVE WRITING (EI) to <u>FUNDAMENTALS OF CREATIVE WRITING (EI)</u>
EI	EENG 514	972091.00	FILM AS LITERATURE (EI)	crs id fr EENG 514 to <u>EENG 515</u> , ti fr FILM AS LITERATURE (EI) to <u>FILM ANALYSIS THROUGH LITERARY CRITIQUE (EI)</u>
EI	EFSH 501	433663.00	WEARABLE ART (EI)	crs id fr EFSH 501 to <u>EFSH 510</u> , ti fr WEARABLE ART (EI) to <u>ART AS FASHION (EI)</u>
EI	EHST 500	433745.00	WESTERN CIVILIZATION SINCE 1648 (EI)	crs id fr EHST 500 to <u>EHST 503</u> , ti fr WESTERN CIVILIZATION SINCE 1648 (EI) to <u>SURVEY OF WESTERN HISTORY SINCE 1648 (EI)</u>
EI	EHST 501	433744.00	CONTEMPORARY MIDDLE EAST (EI)	crs id fr EHST 501 to <u>EHST 502</u> , ti fr CONTEMPORARY MIDDLE EAST (EI) to <u>CURRENT AND HISTORICAL ANALYSIS OF THE MIDDLE EAST (EI)</u>
EI	EMUS 510	973768.00	VOICE AND RHYTHMS (EI)	crs id fr EMUS 510 to <u>EMUS 509</u> , ti fr VOICE AND RHYTHMS (EI) to <u>VOCAL AND RHYTHMIC TECHNIQUES (EI)</u>
EI	EMUS 511	971075.10	CHORAL ENSEMBLE (EI)	crs id fr EMUS 511 to <u>EMUS 502</u> , ti fr CHORAL ENSEMBLE (EI) to <u>EMERITUS INSTITUTE CONCERT CHORALE (EI)</u>
EI	EMUS 512	971061.10	MEN'S AND WOMEN'S CHORAL - BARBERSHOP (EI)	crs id fr EMUS 512 to <u>EMUS 514</u> , ti fr MEN'S AND WOMEN'S CHORAL - BARBERSHOP (EI) to <u>BARBERSHOP CONCERT CHORALE FOR MEN AND WOMEN (EI)</u>
EI	EMUS 520	971067.10	REHEARSAL AND PERFORMANCE INSTRUMENTAL (EI)	crs id fr EMUS 520 to <u>EMUS 519</u> , ti fr REHEARSAL AND PERFORMANCE INSTRUMENTAL (EI) to <u>ENSEMBLE AND ORCHESTRA REHEARSAL AND PERFORMANCE (EI)</u>

EI	EPHL 500	433986.00	INTRODUCTION TO PHILOSOPHY (EI)	crs id fr EPHL 500 to <u>EPHL 503</u> , ti fr INTRODUCTION TO PHILOSOPHY (EI) to <u>FUNDAMENTALS OF WESTERN PHILOSOPHY (EI)</u>
EI	EPHL 501	433987.00	HISTORY OF FREETHOUGHT IN WESTERN WORLD (EI)	crs id fr EPHL 501 to <u>EPHL 504</u> , ti fr HISTORY OF FREETHOUGHT IN WESTERN-WORLD (EI) to <u>FREETHOUGHT PHILOSOPHY PAST AND PRESENT (EI)</u>
EI	EPHO 500	971035.10	BEGINNING DIGITAL SHOW PRESENTATIONS (EI)	crs id fr EPHO 500 to <u>EPHO 506</u> , ti fr BEGINNING DIGITAL SHOW-PRESENTATIONS (EI) to <u>FUNDAMENTALS OF DESIGN FOR DIGITAL SLIDESHOWS (EI)</u>
EI	EPHO 501	433691.00	INTERMEDIATE DIGITAL SHOW PRESENTATIONS (EI)	crs id fr EPHO 501 to <u>EPHO 507</u> , ti fr INTERMEDIATE DIGITAL SHOW-PRESENTATIONS (EI) to <u>INTERMEDIATE DESIGN FOR DIGITAL SLIDESHOWS (EI)</u>
EI	EPHO 502	971037.10	BEGINNING DIGITAL PHOTOGRAPHY (EI)	crs id fr EPHO 502 to <u>EPHO 508</u> , ti fr BEGINNING DIGITAL PHOTOGRAPHY (EI) to <u>FUNDAMENTALS OF DIGITAL PHOTOGRAPHY (EI)</u>
EI	EPOL 500	450135.10	CURRENT ISSUES IN GOVERNMENT (EI)	crs id fr EPOL 500 to <u>EPOL 501</u> , ti fr CURRENT ISSUES IN GOVERNMENT (EI) to <u>CURRENT POLITICAL EVENTS AND ISSUES (EI)</u>
EI	EHEA 500	130017.00	CARDIOVASCULAR HEALTH AND WELLNESS FOR THE OLDER ADULT (EI)	ti fr CARDIOVASCULAR HEALTH AND-WELLNESS FOR THE OLDER ADULT (EI) to <u>CARDIOVASCULAR HEALTH FOR OLDER ADULTS (EI)</u>
EI	EHEA 501	130018.00	CARDIOVASCULAR HEALTH AND WELLNESS FOR THE OLDER ADULT (EI)	ti fr CARDIOVASCULAR HEALTH AND-WELLNESS FOR THE OLDER ADULT (EI) to <u>CARDIOVASCULAR WELLNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 502	130019.00	CARDIOVASCULAR HEALTH AND WELLNESS FOR THE OLDER ADULT (EI)	ti fr CARDIOVASCULAR HEALTH AND-WELLNESS FOR THE OLDER ADULT (EI) to <u>CARDIOVASCULAR FITNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 504	130021.00	AQUA-CARDIO HEALTH AND WELLNESS FOR THE OLDER ADULT (EI)	ti fr AQUA-CARDIO HEALTH AND WELLNESS FOR THE OLDER ADULT (EI) to <u>AQUA-CARDIO HEALTH FOR THE OLDER ADULTS (EI)</u>
EI	EHEA 505	130022.00	AQUA-CARDIO HEALTH AND WELLNESS FOR THE OLDER ADULT (EI)	ti fr AQUA-CARDIO HEALTH AND WELLNESS FOR THE OLDER ADULT (EI) to <u>AQUA-CARDIO WELLNESS FOR OLDER ADULTS (EI)</u>

EI	EHEA 506	130023.00	AQUA-CARDIOVASCULAR HEALTH FOR THE OLDER ADULT (EI)	ti fr AQUA-CARDIO HEALTH AND WELLNESS FOR THE OLDER ADULT (EI) to <u>AQUA-CARDIO FITNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 508	130025.00	BALANCE AND MOBILITY FOR HEALTH FOR THE OLDER ADULT (EI)	ti fr BALANCE AND MOBILITY FOR HEALTH-FOR THE OLDER ADULT (EI) to <u>BALANCE AND MOBILITY FOR OLDER ADULTS (EI)</u>
EI	EHEA 509	130026.00	BALANCE AND MOBILITY FOR HEALTH FOR THE OLDER ADULT (EI)	ti fr BALANCE AND MOBILITY FOR HEALTH-FOR THE OLDER ADULT (EI) to <u>SURVEY OF BALANCE AND MOBILITY TECHNIQUES FOR OLDER ADULTS (EI)</u>
EI	EHEA 510	130027.00	BALANCE AND MOBILITY FOR HEALTH FOR THE OLDER ADULT (EI)	ti fr BALANCE AND MOBILITY FOR HEALTH-FOR THE OLDER ADULT (EI) to <u>PRACTICAL SKILLS OF BALANCE AND MOBILITY FOR OLDER ADULTS (EI)</u>
EI	EHEA 512	130029.00	BEG INDEPENDENT MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr BEG INDEPENDENT MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>BEGINNING INDEPENDENT MOVEMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 513	130030.00	BEG INDEPENDENT MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr BEG INDEPENDENT MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>BEGINNING MOVEMENT AND HEALTH FOR OLDER ADULTS (EI)</u>
EI	EHEA 514	130031.00	BEG INDEPENDENT MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr BEG INDEPENDENT MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>BEGINNING MOVEMENT AND WELLNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 516	130033.00	INTERMEDIATE IND MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr INTERMEDIATE IND MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>INTERMEDIATE INDEPENDENT MOVEMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 517	130034.00	INTERMEDIATE IND MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr INTERMEDIATE IND MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>INTERMEDIATE MOVEMENT AND HEALTH FOR OLDER ADULTS (EI)</u>
EI	EHEA 518	130035.00	INTERMEDIATE IND MOVEMENT TECHNIQUES FOR OLDER ADULT (EI)	ti fr INTERMEDIATE IND MOVEMENT-TECHNIQUES FOR OLDER ADULT (EI) to <u>INTERMEDIATE MOVEMENT AND WELLENSS FOR OLDER ADULTS (EI)</u>
EI	EHEA 520	130037.00	MUSCULAR STRENGTH AND BODY ALIGNMENT FOR OLDER ADULT (EI)	ti fr MUSCULAR STRENGTH AND BODY-ALIGNMENT FOR OLDER ADULT (EI) to <u>MUSCULE STRENGTHENING AND BODY ALIGNMENT FOR OLDER ADULTS (EI)</u>

EI	EHEA 521	130038.00	MUSCLE STRENGTH AND BODY ALIGNMENT FOR OLDER ADULT (EI)	ti fr MUSCULAR STRENGTH AND BODY-ALIGNMENT FOR OLDER ADULT (EI) to <u>MUSCULE DEVELOPMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 522	130039.00	MUSCULAR STRENGTH AND BODY ALIGNMENT FOR OLDER ADULTS (EI)	ti fr MUSCULAR STRENGTH AND BODY-ALIGNMENT FOR OLDER ADULT (EI) to <u>MUSCULE HEALTH AND BODY ALIGNMENT TECHNIQUES FOR OLDER ADULTS (EI)</u>
EI	EHEA 524	130041.00	POSTURE AND FLEXIBILITY FOR OLDER ADULT HEALTH (EI)	ti fr POSTURE AND FLEXIBILITY FOR OLDER-ADULT HEALTH (EI) to <u>POSTURE AND BALANCE FOR OLDER ADULTS (EI)</u>
EI	EHEA 525	130042.00	POSTURE AND FLEXIBILITY FOR OLDER ADULT HEALTH (EI)	ti fr POSTURE AND FLEXIBILITY FOR OLDER-ADULT HEALTH (EI) to <u>POSTURE AND MOBILITY FOR OLDER ADULTS (EI)</u>
EI	EHEA 526	130043.00	POSTURE AND FLEXIBILITY FOR OLDER ADULT HEALTH (EI)	ti fr POSTURE AND FLEXIBILITY FOR OLDER-ADULT HEALTH (EI) to <u>POSTURE AND FITNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 528	130045.00	FOCUSED MOVEMENT FOR OLDER ADULT HEALTH (EI)	ti fr FOCUSED MOVEMENT FOR OLDER-ADULT HEALTH (EI) to <u>CONCENTRATED MOVEMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 529	130046.00	FOCUSED MOVEMENT FOR OLDER ADULT HEALTH (EI)	ti fr FOCUSED MOVEMENT FOR OLDER-ADULT HEALTH (EI) to <u>BALANCED MOVEMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 530	130047.00	FOCUSED MOVEMENT FOR OLDER ADULT HEALTH (EI)	ti fr FOCUSED MOVEMENT FOR OLDER-ADULT HEALTH (EI) to <u>SEQUENCED MOVEMENT FOR OLDER ADULTS (EI)</u>
EI	EHEA 532	130049.00	CONCENTRATION AND MUSCLE STRENGTH FOR OLDER ADULT (EI)	ti fr CONCENTRATION AND MUSCLE-STRENGTH FOR OLDER ADULT (EI) to <u>FOCUS AND MUSCLE STRENGTH FOR OLDER ADULTS (EI)</u>
EI	EHEA 533	130050.00	CONCENTRATION AND MUSCLE STRENGTH FOR OLDER ADULT (EI)	ti fr CONCENTRATION AND MUSCLE-STRENGTH FOR OLDER ADULT (EI) to <u>FOCUS AND FLEXIBILITY FOR OLDER ADULTS (EI)</u>
EI	EHEA 534	130051.00	CONCENTRATION AND MUSCLE STRENGTH FOR OLDER ADULT (EI)	ti fr CONCENTRATION AND MUSCLE-STRENGTH FOR OLDER ADULT (EI) to <u>CONCENTRATION AND WELLNESS FOR OLDER ADULTS (EI)</u>
EI	EHEA 536	130053.00	BRAIN HEALTH AND CONDITIONING FOR OLDER ADULTS (EI)	ti fr BRAIN HEALTH AND CONDITIONING-FOR OLDER ADULTS (EI) to <u>BRAIN HEALTH AND WELLNESS FOR OLDER ADULTS (EI)</u>

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revision of 2019-2020 Instructional Material/Laboratory Fees in Advanced Technology and Applied Sciences, Community Education, Emeritus Institute, and K-12 Partnerships.

ACTION: Approval

BACKGROUND

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

STATUS

The material fees listed on Exhibit A were not included on the 2019-2020 Revised Laboratory Fees submitted annually to the Board for approval on December 10, 2018.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College revised Instructional Material Fees in Advanced Technology and Applied Sciences, Community Education, Emeritus Institute and K-12 Partnerships for 2019 – 2020.

SADDLEBACK COLLEGE
2019-2020 Revised Laboratory Fees
Correction to Previously Approved Fees on 12/10/18

<u>Course</u>	<u>Cat. I.D.</u>	<u>Title</u>	<u>Fee</u>		<u>Purpose</u>
			<u>Current</u>	<u>Proposed</u>	
<u>ADVANCED TECHNOLOGY AND APPLIED SCIENCES</u>					
FN 285	431647.00	Personal Chef	\$80.00	\$0.00	
<u>BUSINESS SCIENCE, VOCATIONAL EDUCATION & ECONOMIC DEVELOPMENT</u>					
No Changes					
<u>COMM. ED., EMERITUS INSTITUTE & K-12 PARTNERSHIPS</u>					
PHOT 40X	971035.10	Beg. Digital Show Presentations	\$10.00	\$0.00	Material Fee Removed
PHOT 41X	433691.00	Digital Show Present. - Intermediate	\$10.00	\$0.00	Material Fee Removed
PHOT 50 XA	971037.10	Beginning Digital Photography	\$10.00	\$0.00	Material Fee Removed
PHOT 50 XB	971039.10	Intermediate Digital Photography	\$10.00	\$0.00	Material Fee Removed
PHOT 59 XB	971045.10	Advanced Color Printing	\$10.00	\$0.00	Material Fee Removed
ART 31 XB	970579.00	Intermediate Intarsia	\$15.00	\$5.00	Dop Wax & Grid for Projects
<u>FINE ARTS AND MEDIA TECHNOLOGY</u>					
No Changes					
<u>HEALTH SCIENCES AND HUMAN SERVICES</u>					
No Changes					
<u>LIBERAL ARTS</u>					
No Changes					
<u>KINESIOLOGY</u>					
No Changes					
<u>MATH, SCIENCE, AND ENGINEERING</u>					
No Changes					
<u>SOCIAL & BEHAVIORAL SCIENCES</u>					
No Changes					

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Trustees' Requests for Attending Conferences
ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. A schedule of events for the Community College League of California (CCLC) 2019 Annual Trustees Conference is included as Exhibit B.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Annual Trustees Conference Resort at Squaw Creek Olympic Valley, CA	5/3-5/5/19 (2*)	\$2,455**	none	

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

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

Schedule-At-A-Glance

The schedule is subject to change

Thursday, May 2

- 7:00 a.m. – 5:00 p.m. Conference Registration
- 8:00 a.m. – 12:20 p.m. Policy and Procedures Workshop
- 12:30 p.m. – 1:50 p.m. BoardDocs Training Session
- 2:00 p.m. – 5:00 p.m. Board and CEO Executive Assistants Workshop

Friday, May 3

- 7:00 a.m. – 6:00 p.m. Conference Registration
- 8:30 a.m. – 4:00 p.m. Board and CEO Executive Assistants Workshop
- 9:00 a.m. – 11:30 a.m. Pre-Conference Workshops
- 8:30 a.m. – 10:15 a.m. Brown Act Training
- 9:00 a.m. – 11:30 a.m. Lessons Learned from Umpqua – A Case Study of a Mass Shooting
- 10:30 a.m. – 12:30 p.m. Ethics Training
- 2:00 p.m. – 3:00 p.m. Opening General Session
- 3:15 p.m. – 4:30 p.m. Concurrent Sessions
- 4:45 p.m. – 5:45 p.m. Interest Group & Consortia Meetings
- 5:45 p.m. – 7:00 p.m. Welcome Reception

Saturday, May 4

- 7:00 a.m. – 6:00 p.m. Conference Registration
- 8:00 a.m. – 9:30 a.m. Focus Session & Light Breakfast
- 9:45 a.m. – 10:45 a.m. Concurrent Sessions
- 11:00 a.m. – 12:00 p.m. Concurrent Sessions
- 12:15 p.m. – 2:00 p.m. General Session Lunch/Fulfilling the Trust Awards
- 2:15 p.m. – 3:30 p.m. Concurrent Sessions
- 3:45 p.m. – 5:00 p.m. Focus Session
- 5:30 p.m. – 7:00 p.m. Networking Reception

Sunday, May 5

7:30 a.m. – 11:00 a.m.

Conference Registration

Exhibit B

2 of 2

8:00 a.m. – 9:30 a.m.

CCCT Annual Business Meeting & Breakfast Buffet

9:45 a.m. – 11:00 a.m.

Closing General Session

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Student Out of State Travel
ACTION: Approval

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 6125 Student Travel: Field Trips and Excursions.

STATUS

The student out of state travel item listed in EXHIBIT A 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 dates, locations, and costs are provided related to the travel.

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 approve the college student out of state travel for the participants, dates, locations and costs.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Dr. Elliot Stern, President, Saddleback College
Ann-Marie Gabel, Vice Chancellor, Business Services

Out of State Student Travel
February 25, 2019
Board of Trustees Meeting

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College
American Criminal Justice Association – Lambda Alpha Epsilon (ACJA-LAE) 2019 National Conference Hunt Valley, MD	March 4-9, 2019	8	1	\$13,683.80	General fund: \$ 1,883.80 ASIVC: \$10,300.00 XTE Foundation Account: \$ 1,500.00	IVC
MUN/Political Science Club National Model United Nations – 2019 New York Sheraton New York Times Square, New York	April 12-18, 2019	16	2	\$43,617.24	General fund: \$19,672.70 ASIVC: \$ 6,259.00 IVC MUN Foundation Account: \$ 3,825.54 Individual student contributions: \$13,860.00	IVC
Speech and Debate Team 2019 Phi Rho Pi National Speech and Debate Championships Reno, NV	April 5-14, 2019	10	3	\$24,865.00	General fund: \$ 7,665.00 ASIVC: \$17,200.00	IVC
Phi Theta Kappa International Convention Orlando, FL	April 3-7, 2019	8	1	\$15,038.36	General fund: \$ 4,132.69 ASIVC: \$10,905.67	IVC
Speech and Debate Team 2019 Phi Rho Pi National Forensics Tournament Reno, NV	April 6-14, 2019	14	4	\$18,662.00	General fund: \$15,662.00 ASG: \$3,000.00	SC

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratification

BACKGROUND

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

STATUS

For the reporting period ending January 31, 2019 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended January 31, 2019

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$186,651
2000	Classified Salaries		\$147,539
3000	Fringe Benefits		\$170,070
4000	Books and Supplies	\$105,159	
5000	Other Operating Expenses & Services	\$608,013	
6000	Capital Outlay		\$163,131
7500	Student Financial Aid	\$4,219	
7600	Other Payments to Students		\$50,000
Total Transfers - General Fund		\$717,391	\$717,391

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
6000	Capital Outlay		\$14,000
7900	Contingency	\$14,000	
Total Transfers - Capital Outlay Fund		\$14,000	\$14,000

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$600	
5000	Other Operating Expenses & Services	\$1,200	
6000	Capital Outlay		\$1,800
Total Transfers - Associated Student Gov't. - SC		\$1,800	\$1,800

Associated Student Government - Irvine Valley College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
5000	Other Operating Expenses & Services		\$10,000
7900	Contingency	\$10,000	
Total Transfers - Associated Student Gov't. - IVC		\$10,000	\$10,000

Total Transfers		\$743,191	\$743,191
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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 19-04 to Amend FY 2018-2019 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2018-2019 Adopted Budget.

General Fund

Financial Aid Technology, Saddleback College	\$42,824
Entrepreneurship Mini Grant, Irvine Valley College	\$7,500
2017/18 College Work Study, Saddleback College	\$58,917
Disabled Student Programs and Services, Saddleback College	<u>\$375,494</u>
Total Increase to the General Fund	<u><u>\$484,735</u></u>

Community Education, Saddleback College

EWD Contract Education	<u>\$12,000</u>
Total Increase to SC Community Education Fund	<u><u>\$12,000</u></u>

Total Budget Amendment **\$496,735**

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-04 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
GENERAL FUND
RESOLUTION NO. 19-04

February 25, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$496,735 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2018-2019 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$58,917
8600	State Revenue	\$425,818
		<u>\$484,735</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$210,027
2000	Classified Salaries	\$66,305
3000	Fringe Benefits	\$54,725
4000	Books and Supplies	\$460
5000	Other Operating Expenses & Services	\$51,477
6000	Capital Outlay	\$42,824
7390	Interfund Transfers Out	\$58,917
		<u>\$484,735</u>

Community Education, Saddleback College

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8800	Local Revenue	\$12,000
		<u>\$12,000</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
5000	Other Operating Expenses & Services	\$12,000
		<u>\$12,000</u>

	Total Budget Amendment	<u>\$496,735</u>
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

RESOLUTION NO. 19-04

February 25, 2019

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$496,735 duly and regularly adopted by the said Board at a regular meeting thereof held on February 25, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of February 2019.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: January 2019 Change Orders/Amendments

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board authorized the Chancellor/designee to execute change orders/amendments up to \$200,000 for board ratification. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name/Description	Change Order / Amendment Amount	Revised Total Contract Amount
A.	<u>Alternative Delivery Solutions, LLC</u> Saddleback College Access Control Phase 1 Project – Design-build consultant services Amendment No. 03 – To extend the agreement an additional five months at no cost under the same terms and conditions from 12/1/18 to 4/30/19. SOCCCD	\$0	\$294,710
B.	<u>Walter P. Moore</u> Saddleback College Science, Mathematic & Engineering Building Renovation Project – Structural analysis consultant services Amendment No. 01 – To extend the agreement an additional four months to complete entire scope of services at no cost under the same terms and conditions from 2/01/19 to 6/01/19. SOCCCD	\$0	\$720,000
C.	<u>PCL Construction Services, Inc.</u> Saddleback Stadium and Site Improvement Project – Construction Services Change Order No. 4 – For abatement and disposal of materials and to provide independent internet service. SOCCCD	\$41,509	\$52,308,713



AMENDMENT NO. 03
TO THE DESIGN-BUILD CONSULTANT SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

THIS AMENDMENT shall modify the original agreement dated November 1, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Alternative Delivery Solutions, LLC hereinafter referred to as "Consultant".

WHEREAS, Article VII.9 of the original agreement provides that the terms, rates and provisions of said agreement may be amended by mutual consent of the parties by written modification only;

WHEREAS, Article III of the original agreement provides for additional Consultant services in writing;

WHEREAS, Article V states the original contract value as \$232,310;

WHEREAS, Both parties have requested to renew and extend the agreement for an additional 5 months for a completion date of April 30, 2019 at no additional cost ;

WHEREAS, due to the extension of this Agreement , the contract value remains unchanged for a total contract value of \$294,710 with a current unpaid balance of \$62,739 ; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended from December 1, 2018 to April 30, 2019 under the same terms and conditions of the original agreement.
2. The total contract value has been amended.

Original Contract Amount	\$ 232,310
Amendment No. 1	\$ 0
Amendment No. 2	\$ 62,400
Amendment No. 3	\$ 0
Total Contract Amount	\$294,710

Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS HEREOF, said PARTIES have executed this Amendment as of the date first above written.

Alternative Delivery Solutions, LLC

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Robert J. Hartung
Signature of Authorized Representative

BY:

Priya Jerome
Signature of Authorized Representative

Print Name: *Robert J. Hartung*

Print Name: Priya Jerome

Print Title: *President*

Print Title: Executive Director- Procurement, Risk Mgmt

Date: *1/17/19*

Date: *1/15/19*

Email & Phone: *949-300-0686*

Email & Phone/ (949)582-4405



AMENDMENT NO. 01
TO THE Saddleback College Science, Mathematic & Engineering Building Renovation
Project & Irvine Valley College Structural Analysis Condition Assessment
SERVICES AGREEMENT
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT shall modify the original agreement dated June 25, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Walter P. Moore hereinafter referred to as CONSULTANT

WHEREAS, Article 11, paragraph 15 of the original agreement provides that said agreement may be amended or modified by an agreement in writing signed by both the DISTRICT and the CONSULTANT;

WHEREAS, Article 6, paragraph 6.1 states contract value as a lump sum price not to exceed \$720,000;

WHEREAS, Both parties agreed to extend the agreement at no extra cost to the District in order to complete the entire scope of services inclusive of all tasks and closeout process;

WHEREAS, Due to this time extension, the original contract value will not change; and

NOW, THEREFORE, the Parties agree as follows:

1. The terms of the contract is hereby extended from February 01, 2019 to June 01, 2019 under the same terms and conditions of the original contract.
2. The total contract value will remain the same at \$720,000.

Original Contract Amount	\$720,000
Amendment No. 1-No Cost time extension	\$ 0
Total Contract Amount	\$720,000

Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS HEREOF, said PARTIES have executed this Amendment as of the date first above written.

Walter P. Moore

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:



Signature of Authorized Representative



Signature of Authorized Representative

Print Name: Pawan Gupta

Print Name: Priya Jerome

Print Title: Project Executive

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 1/25/2019

Date: 1/25/19
Email & Phone: (949)582-4405

Email & Phone: pgupta@walterpmoore.com, 3102541900

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
 Saddleback College Stadium and Site Improvement Project
 Change Order No. 4

February 25, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	CO No. 4 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900	\$3,267,304	\$41,509	\$52,308,713	277
		4350 Executive Drive, Suite 270	TOTAL	48,999,900		\$41,509	\$52,308,713	277

COR No.	Date	Description	Requested	Status	Amount	Time Extension
15	10/16/2018	Abatement and disposal of materials from within existing transformers/switchgear	District - unforeseen	reviewed	\$4,973	0
32	10/16/2018	Contractor to provide independent internet service due to technology audit for compliance with GLBA Safeguards Rule	College	reviewed	\$36,536	0
		TOTAL THIS CHANGE ORDER REQUEST			\$41,509	0

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: [SOCCCD: Purchase Orders and Checks]
ACTION: Ratification

BACKGROUND

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

STATUS

Purchase orders \$5,000 and above amounting to \$2,118,148.42 and an additional 492 purchase orders below \$5,000 amounting to \$285,143.21 for a combined total of \$2,403,291.63 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,459 checks in the amount of \$19,746,700.73 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks as listed.



South Orange County Community College District

Purchase Order Ratification (Supplier)

December 15, 2018 through January 31, 2019

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P190098	Albertsons	SC	Grocery Cards for Student Equity & Achievement Program	14,012.50
P190128	Albertsons	SC	Grocery Cards for Extended Opportunity Program and Services	14,012.50
P189739	Apple Computer	SC	Macs for Server Refresh Project	8,631.84
P189868	Apple Computer	IVC	Lighting Lab 27-inch iMacs	40,277.07
P190185	Apple Computer	SC	iPads for EMT/Paramedic On-Site Ambulance Student Training	6,921.96
P189956	AT&T	District	Cable Relocation Fees	8,955.63
P189783	B & H Photo	IVC	Camera Equipment and Supplies for Marketing	10,628.88
P189798	B & H Photo	SC	Photographic Supplies to Support Student Printing Activities	9,760.99
P189974	BSN Sports	IVC	Soccer/Badminton Supplies	6,014.59
P190155	BSN Sports	IVC	Soccer Goal for the IVC Men's Soccer Program	5,198.15
P189785	CDW Government	IVC	Hitachi Projectors for as-needed Replacement	22,950.75
P189928	CDW Government	IVC	Hitachi Projectors For LSB	15,300.50
P189934	Digital Networks Group	IVC	Crestron for ATEP to Replace Older Model	6,730.63
P189972	El Niguel Country Club	SC	Men's Golf Team Uniform Supplies	5,112.74
P189682	Embee Technologies	District	Emergency Phones	39,842.95
P189797	Eplus Technology	SC	Cisco Switch Equipment for Access Control Project	79,727.43
P189754	Fisher Scientific Company	IVC	Materials and Supplies for Biology Program	7,911.23
P190163	Fisher Scientific Company	SC	Instructional Supplies and Chemicals for Chemistry Department	5,803.13
P189704	Grace Training Supply	SC	Nursing Program Student Material Fee Skills Kits for Spring 2019	15,165.50
P189691	Hardy Diagnostics	SC	Medical Lab Technician Supplies for Student Training Spring 2019	5,821.69
P190202	Irvine Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCRC Member	417,249.00
P189710	Irvine Valley College Bookstore	IVC	Textbooks/Supplies for IVC Promise Program	64,609.62
P189711	Irvine Valley College Bookstore	IVC	Textbooks/Supplies for EquiTREE Students	58,000.00
P189880	Knorr Systems	SC	Swimming Pool Supplies	14,648.40
P190201	Laguna Beach Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCRC Member	95,691.00
P189983	NuSign Supply	SC	HP Latex Printer for Graphic Communications	19,711.79
P190154	NuStep	IVC	New Equipment for the IVC Adaptive Kinesiology Class	7,201.11
P189738	Questyme USA	SC	Network Cards for IDF Refresh Project	5,606.85
P189755	S & B Foods	IVC	1000 IVC Cafeteria Meal Cards for EOPS Students (as-needed)	5,000.00
P190061	S & B Foods	SC	Catering for Three President's Events During FLEX Week, Spring 2019	8,217.56
P189971	Saddleback Bookstore	SC	Transportation Cards for Student Equity & Achievement Program	12,500.00
P190097	Saddleback Bookstore	SC	Spring 2019 Student Equity and Achievement Book Grant Program	35,000.00
P189712	Saddleback Warehouse	IVC	Copy Paper for Duplicating	8,859.20
P190150	Shoot-A-Way	IVC	New Equipment for the IVC Basketball Program	6,127.75
P189680	Sigler Wholesale Distributors	IVC	HVAC Equipment	12,500.00
P189756	SVM	IVC	Arco Gas Cards for EOPS Students (as needed)	10,301.10
P189758	SVM	IVC	Arco Gas Cards for TANF (CalWORKs) Students (as-needed)	6,191.30
P190183	Tustin Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCRC Member	858,200.00
P189893	U.S. Postal Service Mission Viejo Post Office	District	Funds for "Business Reply Mail" and Postage Due	5,000.00
P189997	VWR International	IVC	Instructional Equipment - Physics	6,034.46
P189666	Xerox Corporation	IVC	Xerox Print Service Agreement 2018-2019 Student Print Campus Printers for	55,752.00
P189789	Xerox Corporation	IVC	2018-2019 Student Print Solution XPS Agreement (IVC & SC)	76,966.62

Total Purchase Orders \$5,000 and above	2,118,148.42
492 Purchase Orders Under \$5,000	285,143.21
Total Purchase Orders	2,403,291.63



South Orange County Community College District

Purchase Order Ratification (Amount)

December 15, 2018 through January 31, 2019

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P190183	Tustin Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCR Member	858,200.00
P190202	Irvine Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCR Member	417,249.00
P190201	Laguna Beach Unified School District	IVC	Pass-Through Funds per AEBG Advisory Action SOCR Member	95,691.00
P189797	Eplus Technology	SC	Cisco Switch Equipment for Access Control Project	79,727.43
P189789	Xerox Corporation	IVC	2018-2019 Student Print Solution XPS Agreement (IVC & SC)	76,966.62
P189710	Irvine Valley College Bookstore	IVC	Textbooks/Supplies for IVC Promise Program	64,609.62
P189711	Irvine Valley College Bookstore	IVC	Textbooks/Supplies for EquiTREE Students	58,000.00
P189666	Xerox Corporation	IVC	Xerox Print Service Agreement 2018-2019 Student Print Campus Printers for	55,752.00
P189868	Apple Computer	IVC	Lighting Lab 27-inch iMacs	40,277.07
P189682	Embee Technologies	District	Emergency Phones	39,842.95
P190097	Saddleback Bookstore	SC	Spring 2019 Student Equity and Achievement Book Grant Program	35,000.00
P189785	CDW Government	IVC	Hitachi Projectors for as-needed Replacement	22,950.75
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P189928	CDW Government	IVC	Hitachi Projectors For LSB	15,300.50
P189704	Grace Training Supply	SC	Nursing Program Student Material Fee Skills Kits for Spring 2019	15,165.50
P189880	Knorr Systems	SC	Swimming Pool Supplies	14,648.40
P190098	Albertsons	SC	Grocery Cards for Student Equity & Achievement Program	14,012.50
P190128	Albertsons	SC	Grocery Cards for Extended Opportunity Program and Services	14,012.50
P189680	Sigler Wholesale Distributors	IVC	HVAC Equipment	12,500.00
P189971	Saddleback Bookstore	SC	Transportation Cards for Student Equity & Achievement Program	12,500.00
P189783	B & H Photo	IVC	Camera Equipment and Supplies for Marketing	10,628.88
P189756	SVM	IVC	Arco Gas Cards for EOPS Students (as needed)	10,301.10
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P190061	S & B Foods	SC	Catering for Three President's Events During FLEX Week, Spring 2019	8,217.56
P189754	Fisher Scientific Company	IVC	Materials and Supplies for Biology Program	7,911.23
P190154	NuStep	IVC	New Equipment for the IVC Adaptive Kinesiology Class	7,201.11
P190185	Apple Computer	SC	iPads for EMT/Paramedic On-Site Ambulance Student Training	6,921.96
P189934	Digital Networks Group	IVC	Crestron for ATEP to Replace Older Model	6,730.63
P189758	SVM	IVC	Arco Gas Cards for TANF (CalWORKs) Students (as-needed)	6,191.30
P190150	Shoot-A-Way	IVC	New Equipment for the IVC Basketball Program	6,127.75
P189997	VWR International	IVC	Instructional Equipment - Physics	6,034.46
P189974	BSN Sports	IVC	Soccer/Badminton Supplies	6,014.59
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P189972	El Niguel Country Club	SC	Men's Golf Team Uniform Supplies	5,112.74
P189755	S & B Foods	IVC	1000 IVC Cafeteria Meal Cards for EOPS Students (as-needed)	5,000.00
P189893	U.S. Postal Service Mission Viejo Post Office	District	Funds for "Business Reply Mail" and Postage Due	5,000.00

Total Purchase Orders \$5,000 and above	2,118,148.42
492 Purchase Orders Under \$5,000	285,143.21
Total Purchase Orders	2,403,291.63



South Orange County Community College District

Check Ratification

December 15, 2018 through January 31, 2019

Fund	Checks	Amount
01 General Fund	1,223	13,296,922.35
07 IVC Community Education	1	112.05
09 SC Community Education	29	252,217.70
12 Child Development	5	110,450.23
40 Capital Outlay	128	5,464,013.22
68 Self Insurance	4	52,571.94
71 Retiree Benefit	2	515,914.11
95 SC Associated Student Government	17	17,457.26
96 IVC Associated Student Government	50	37,041.87
Total	1,459	19,746,700.73

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$92,600 for equipment, supplies and maintenance projects.

STATUS

From December 15, 2018 through January 24, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 94 contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	44	\$5,000-\$200,000	\$1,369,345.73
B	8	Zero \$	\$0.00
N/A	42	Under \$5,000	\$36,653.00
TOTAL	94		\$1,405,998.73

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify all of the contracts as listed.



December 15, 2018 through January 24, 2019
Contracts with Values between \$5,000 and \$100,000
Board Date: February 25, 2019

CONTRACTOR NAME

CONTRACT AMOUNT

<p><u>Campuslogic</u> Software Subscription Agreement – To provide a cloud-based financial aid management system from 1/1/2019 to 12/31/2021. Irvine Valley College</p>	<p>\$178,500.00</p>
<p><u>Blue Tiger, Inc.</u> Professional Services Agreement – To provide consulting and design services for the Adult Education Program’s Cohort Research Study from 1/2/2019 to 12/20/2019. Saddleback College</p>	<p>\$120,000.00</p>
<p><u>SVA Architects, Inc.</u> Architectural Services Agreement (Amend No. 1) – To increase contract value by \$4,000 for additional architectural services for the Classroom Tech and Audio Refresh Project from the current agreement value of \$92,940 and to extend term by an additional nine and a half months to 6/1/2020. Irvine Valley College</p>	<p>\$96,940.00</p>
<p><u>Ninyo & Moore Geotechnical & Environmental Sciences Consultants</u> Geotechnical Consultant Services Agreement (Amend No. 1) – To increase contract value by \$11,000 for the Health Center Concession and New Parking Lot Projects from the current agreement value of \$84,330 through 9/15/2019. District Services</p>	<p>\$95,330.00</p>
<p><u>Interact Communications, Inc.</u> Professional Services Agreement – To provide career education marketing research, media placement and analysis from 2/1/2019 to 12/31/2019. Irvine Valley College</p>	<p>\$87,500.00</p>
<p><u>Amtek Construction</u> Construction Services Agreement (Change Order No. 1) – To reduce contract value by \$7,000 for the Parking Lot 3 Improvement Project due to unused allowance from the current contract value of \$94,333 through 8/17/2018. Irvine Valley College</p>	<p>\$87,333.00</p>
<p><u>Mobile Modular Management Corporation</u> Lease Agreement (Amend No. 2) – To increase the contract value by \$44,844 for the lease of two modular classrooms from the current contract value of \$37,000 and extend the term by three years to 1/19/2022. Irvine Valley College</p>	<p>\$81,844.00</p>

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

<u>SciQuest, Inc. dba JAGGAER</u> Professional Services Agreement (Change Order No. 1) – To provide additional no cost technical services for the contract management system implementation and to extend term by four weeks to 5/21/2020. District Services	\$69,019.07
<u>Interact Communications, Inc.</u> Professional Services Agreement – To develop a career education digital marketing campaign to increase applications and enrollments from 2/1/2019 to 2/1/2020. Irvine Valley College	\$45,500.00
<u>Larry McLaughlin</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$27,840 for additional consulting services for the Doing What Matters Initiative from the current contract value of \$13,920 and to extend term by two months to 2/28/2019. Saddleback College	\$41,760.00
<u>OneSource Virtual, Inc.</u> Professional Services Agreement – To provide automation of invoice processing for vendors from 1/27/2019 to 1/26/2024. District Services	\$36,000.00
<u>ELS Educational Services, Inc.</u> Professional Services Agreement – To assist in the recruitment of international students from 10/1/2018 to 9/31/2023. Irvine Valley College	\$35,000.00
<u>Amtech Elevator Services</u> Independent Contractor Agreement – To provide elevator maintenance and testing services from 7/1/2018 to 6/30/2019. Saddleback College	\$30,000.00
<u>Institute of Reading Development, Inc.</u> Educational Services Agreement – To provide College For Kids summer reading programs from 6/3/2019 to 8/22/2021. Saddleback College	\$30,000.00
<u>OneSource Virtual, Inc.</u> Professional Services Agreement (Amend No. 1) – For a three year, no cost extension, for Workday support services to 1/20/2022. District Services	\$20,000.00
<u>Vocational Visions</u> Facility Use Agreement – To provide a location for the Adult Education with Disabilities Program from 1/1/2019 to 6/30/2019. Saddleback College	\$20,000.00

<u>DocuSign, Inc.</u> Software License Agreement – Renewal of electronic signature software from 2/1/2019 to 1/31/2022. District Services	\$16,500.00
<u>Advanced Exercise</u> Construction Agreement – To provide replacement padding of baseball dugout floor from 12/18/2018 to 3/18/2019. Saddleback College	\$15,616.51
<u>Freedom Innovations</u> Instructional Services Agreement – To receive customized training for their employees from 9/12/2018 to 12/05/2018. Saddleback College	\$15,568.00 Revenue
<u>Great Scott Tree Service, Inc.</u> Field Services Agreement – To provide tree removal services from 12/15/2018 to 7/30/2019. Irvine Valley College	\$14,999.00
<u>Empower Analytics, Inc.</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$4,985 for support services for existing Tidemark budget software from current contract value of \$10,000 and extend term by twelve months to 12/31/2019. District Services	\$14,985.00
<u>ePower Network</u> Field Services Agreement – To provide replacement of the Performing Arts Center lighting inverter battery from 1/2/2019 to 2/15/2019. Irvine Valley College	\$14,776.87
<u>D4 Solutions Group</u> Independent Contractor Agreement – To provide assessment of telecommunications cabling for the Intermediate Distribution Frame (IDF) rooms from 12/17/2018 to 6/30/2019. Saddleback College	\$14,700.00
<u>Educational Testing Services</u> Educational Testing Services Agreement – Received approval as a test center for the delivery of high school equivalency examinations from 1/1/2019 to 12/31/2019. Saddleback College	\$14,000.00 Revenue
<u>Penn Corporate Relocation Services</u> Field Services Agreement (Amend No. 1) – To increase contract value by \$3,096.83 for additional relocation services for DSPS and EOPS from current agreement value of \$10,772.96 through 11/1/2018. Saddleback College	\$13,869.79

<u>Nth Generation Computing, Inc.</u> Consulting Services (Amend No. 1) – No cost extension to assign a new consultant to the 2013 SharePoint migration program through 6/30/2019. Saddleback College	\$13,755.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement (Amend No. 2) – No cost five-month extension of labor compliance services for A400 Building Recycled Water and Library Building Waterproofing Projects to 5/31/2019. Irvine Valley College	\$10,560.00
<u>Strata Information Group</u> Professional Services Agreement – To provide business process analysis workshops for the stipend process from 12/3/2018 to 4/30/2019. District Services	\$10,200.00
<u>Point and Click Solutions</u> Software License Agreement – Annual maintenance, support and license renewal of Optum used by student health services to manage health records from 1/1/2019 to 12/31/2019. Saddleback College	\$10,165.00
<u>Curvature, Inc.</u> Equipment Maintenance Agreement – To provide system maintenance services of data center hardware from 12/1/2018 to 11/30/2019. Irvine Valley College	\$10,156.80
<u>Cambridge West Partnership, LLC</u> Professional Services Agreement – To conduct job description analyses for select technology positions from 1/1/2019 to 6/30/2019. District Services	\$10,000.00
<u>Economic Modeling, LLC</u> Professional Services Agreement – To provide employment outcomes and wage data on current and former students from 1/21/2019 to 3/31/2019. Saddleback College	\$10,000.00
<u>Soka University of America</u> Facility Use Agreement – To provide a location for District-wide Classified Staff Development Day 2019 event on 3/20/2019. Irvine Valley College	\$8,530.00
<u>Newsela</u> Software License Agreement – A subscription used to provide tiered reading programs for advanced academic writing courses from 12/6/2018 to 12/5/2019. Irvine Valley College	\$8,500.00

<u>IBI Group</u> Professional Services Agreement – To provide design services for the replacement of athletic fields with synthetic turf for the Sports Fields and Related Improvements Project from 11/15/2018 to 1/9/2019. Irvine Valley College	\$8,450.00
<u>Ipswitch, Inc.</u> Software License Agreement – Renewal of What's Up Gold software used for network management and application monitoring from 2/17/2019 to 2/17/2022. Saddleback College	\$8,163.79
<u>Solano Community College District</u> Grant Sub-Agreement – Received sub-grant award to host a Summer Entrepreneurship Workshop and Business Idea Pitch Competition from 12/14/2018 to 6/30/2019. Irvine Valley College	\$7,500.00 Revenue
<u>Victor M. Rios</u> Guest Speaker/Artist Services Agreement – To provide the keynote address at the Basic Skills Initiative/Science and Engineering Apprenticeship Program Conference on 3/8/2019. Saddleback College	\$7,500.00
<u>In-N-Out Burger Corporation</u> Catering Agreement – To provide catering services for the 2019 Senior Day Campus event on 3/14/2019. Saddleback College	\$7,283.90
<u>Davison Moore Commercial Flooring</u> Field Services Agreement – To replace carpet at Student Services Center room 260 from 12/15/2018 to 2/15/2019. Saddleback College	\$6,650.00
<u>Feet First Entertainment</u> Entertainment Services Agreement – To provide team-building activities for Classified Staff Development Day 2019 on 3/20/2019. Irvine Valley College	\$6,200.00
<u>Orange County Business Journal</u> Advertising Agreement – To provide marketing advertisement for various programs offered at colleges from 3/11/2019 to 3/11/2020. District Services	\$5,990.00
<u>Dennis J. Gordon</u> Independent Contractor Agreement – To revise and update ASIVC Student Club Handbook from 1/8/2019 to 2/22/2019. Irvine Valley College - ASIVC	\$5,000.00
<u>Roto-Rooter Plumbing and Service Company</u> Field Services Agreement – To provide annual maintenance and cleaning of storm drains from 10/12/2018 to 6/30/2019. Saddleback College	\$5,000.00

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

December 15, 2018 through January 24, 2019
Contracts with Values of \$0
Board Date: February 25, 2019

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>California State University, Fullerton</u> External Student Field Work Agreement – To provide internship opportunity at the Learning Resource Centers (LRC) from 1/21/2019 to 5/22/2019. <p align="right">Irvine Valley College</p>	\$0.00
<u>Children’s Hospital of Orange County</u> Clinical Affiliation Agreement (Amend No. 3) – To add the Paramedic Program to the agreement through 7/31/2019. <p align="right">Saddleback College</p>	\$0.00
<u>HID Global Corporation</u> Software License Agreement – To provide authorization to use certain Credential formats for the integration of various access control cards into a secure one-card district-wide program from 12/13/2018 through 12/13/2023. <p align="right">Saddleback College</p>	\$0.00
<u>Hoag Memorial Hospital Presbyterian</u> Clinical Affiliation Agreement – To provide a clinical site for Health Services Health Sciences internship programs from 1/1/2019 to 1/1/2024. <p align="right">Saddleback College</p>	\$0.00
<u>Orange County Global Medical Center, Inc.</u> Clinical Affiliation Agreement – To provide a clinical site for Health Services Health Sciences internship programs from 12/1/2018 to 12/1/2020. <p align="right">Saddleback College</p>	\$0.00
<u>Orangewood Foundation</u> Facility Use Agreement – To provide a training location for Foster and Kinship Care Education Program from 1/2/2019 to 5/30/2019. <p align="right">Saddleback College</p>	\$0.00
<u>Sutter Valley Hospitals</u> Clinical Affiliation Agreement – To provide a clinical site for Health Services Health Sciences internship programs from 1/2/2019 to 1/1/2024. <p align="right">Saddleback College</p>	\$0.00
<u>Twin Town Treatment Centers</u> Clinical Affiliation Agreement – To provide a clinical site for Health Services Health Sciences internship programs from 12/1/2019 to 12/1/2020. <p align="right">Saddleback College</p>	\$0.00

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: OCSBA Maureen DiMarco Award Nomination

ACTION: Approval

BACKGROUND

The Orange County School Boards Association (OCSBA) created the Maureen DiMarco award to recognize individuals or organizations demonstrating countywide service in addressing the needs of young people. The award is given in memory of Maureen DiMarco, who served as California's First Cabinet Secretary for Child Development and Education, President of California School Boards Association and President of Orange County School Boards Association.

STATUS

OCSBA is seeking nominations for the Maureen DiMarco Award. The Maureen DiMarco Award Committee consists of five OCSBA past presidents, including the immediate OCSBA past president, who serves as the chair of the committee. The committee determines whether the award is presented annually based on a candidate demonstrating the following criteria: Exemplary and far-reaching leadership countywide in addressing the broad needs of young people. Inspiring others to action in addressing the broad needs of young people. Exhibiting vision in addressing the needs of young people. Recipient may or may not have served as a school board member. The deadline for submission is Friday, March 29, 2019. The award, if any, will be presented at the OCSBA dinner meeting at the Marriott Hotel in Irvine, on Wednesday, May 1, 2019.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees determine if they wish to make a nomination for the Maureen DiMarco Award (Exhibit A), and, if so, approve the nomination for transmittal to OCSBA.

Item Submitted By: *Kathleen F. Burke, Chancellor*



Orange County School Boards Association

200 Kalmus Drive • Costa Mesa, CA 92628-9050 • ocsba@ocde.us

January 29, 2019

TO: Board Members of Orange County School Districts, Community Colleges and Regional Occupational Programs

FROM: Francine Scinto, Chairperson, Maureen DiMarco Award Committee

SUBJECT: **2019 Maureen DiMarco Award Nominations**

The Maureen DiMarco Award recognizes an individual or an organization for exemplary and far-reaching leadership in addressing the broad needs of our young people countywide. The award is given in memory of Maureen DiMarco, who served as California's First Cabinet Secretary for Child Development and Education, President of the California School Boards Association, and President of the Orange County School Boards Association.

Criteria for the award are as follows:

- a. Inspiring others to take action in addressing the broad needs of young people.
- b. Exhibiting vision in addressing the needs of young people across Orange County.
- c. Recipient may or may not have served as a school board member.

A nomination form and a list of past recipients are enclosed. The deadline for submission is **Friday, March 29, 2019**. The award, if any, will be presented on Wednesday, May 1, 2019, during the OCSBA Annual Dinner meeting at the Marriott Hotel in Irvine.

Please submit all award nominations to ocsba@ocde.us. If you have any questions, please contact Rosalee Hormuth at (714)708-4980 or Thea Savas at (714)966-4230.

Enclosures: Nomination Form
List of Past Recipients

cc: Superintendents and Chancellors



Orange County School Boards Association

2019 Maureen DiMarco Award Nomination Form



The Maureen DiMarco Award recognizes an individual or an organization for exemplary and far-reaching leadership in addressing the broad needs of our young people countywide. The award is given in memory of Maureen DiMarco, who served as California's First Cabinet Secretary for Child Development and Education, President of California School Boards Association, and President of Orange County School Boards Association.

Criteria includes:

- a. Inspiring others to take action in addressing the broad needs of young people.
- b. Exhibiting vision in addressing the needs of young people across Orange County.
- c. Recipient may or may not have served as a school board member.

Submit the completed nomination form and attachments by Friday, March 29, 2019 to:

Orange County Department of Education
c/o Rosalee Hormuth
200 Kalmus Drive, P.O. Box 9050, Room A-1154
Costa Mesa, CA 92628-9050
or via email: ocsba@ocde.us

Name of Nominee _____ Title (if applicable) _____

Organization _____ Email: _____

Address _____ Phone () _____

Name of school board making the nomination: _____

Contact _____

Email Address _____ Phone () _____

Please explain in detail the nominee's contribution(s) and service to Orange County in addressing the broad needs of our young people. Please attach a maximum of two pages, single-sided. No other supporting documentation will be considered. **Failure to follow these directions will result in disqualification of the nomination.**

The award, if any, shall be presented during the OCSBA Annual dinner meeting on May 1, 2019 at the Marriott Hotel in Irvine. Confidentiality of the selection shall be maintained by the committee until presentation of the award.



Maureen DiMarco Award Past Recipients

2018	Ronald Wenkart
2016	Draper Family Foundation
2015	Celia Jaffe, Huntington Beach City SD Board member
2014	Rudy Hanley, President and CEO SchoolsFirst Credit Union
2013	Jan Harp Domene*
2012	LEAPS Initiative (Life Threatening Events Associated with Pediatric Sports)
2009	Dr. Dore Gilbert
2009	SchoolsFirst Credit Union
2004	Lynn Daucher
2003	Pam Iles
2002	Bob Lindsay*
2002	Marilyn Buchi
2000	Joanne Stanton*
1994	Marian Bergeson*
1993	Maureen DiMarco*
1993	William Steiner

**Deceased*

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: OCSBA Marian Bergeson Award Nomination
ACTION: Approval

BACKGROUND

The Orange County School Boards Association (OCSBA) created the Marian Bergeson Award in 1974 to recognize those trustees who best exemplify the spirit of boardmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

STATUS

OCSBA is now seeking nominations for the Marian Bergeson Award for transmittal to the Orange County Department of Education (OCDE). The deadline for submission is Friday, March 15, 2019. The award will be presented on Wednesday, May 1, 2019 at the OCSBA dinner meeting to be held at the Irvine Marriott Hotel.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees determine if they wish to nominate a trustee for the Marian Bergeson Award (Exhibit A), and, if so, approve the nomination for transmittal to OCDE.



Orange County School Boards Association

200 Kalmus Drive • Costa Mesa, CA 92628-9050 • ocsba@ocde.us

EXHIBIT A

Page 1 of 3

January 29, 2019

TO: Board Members of Orange County School Districts, Community Colleges, and Regional Occupational Programs

FROM: Lauren Brooks, Chairperson, Marian Bergeson Award Committee

SUBJECT: **2019 Marian Bergeson Award Nominations**

In 1974, the Orange County School Boards Association (OCSBA) created the Marian Bergeson Award to recognize those trustees who best exemplify the spirit of exceptional boardmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

This letter is an invitation for your Board to nominate a worthy trustee for the 2019 Marian Bergeson Award. Nominees can be submitted by individual trustees or boards of education. Past recipients should abstain from the nominating process. However, that member may vote as a member of a board of trustees making a nomination. Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

A nomination form and a list of past recipients are enclosed. The deadline for submission is **Friday, March 15, 2019**. The Marian Bergeson Award will be presented on Wednesday, May 1, 2019, during the OCSBA's Annual Dinner meeting at the Irvine Marriott Hotel. All nominations should be submitted to ocsba@ocde.us. If you have any questions, please contact Rosalee Hormuth at (714)708-4980 or Thea Savas at (714)966-4230.

Enclosures: Nomination Form and List of Past Recipients

cc: Superintendents and Chancellors



Orange County School Boards Association
2019 Marian Bergeson Award
Nomination Form



Due: Friday, March 15, 2019

Submit the completed nomination form and attachments to:

Orange County Department of Education
c/o Rosalee Hormuth
200 Kalmus Drive, P.O. Box 9050, Room A-1154
Costa Mesa, CA 92628-9050
or via email: ocsba@ocde.us

Name of Nominee _____

Address _____ Phone _____

School District _____

Length of Service as a Board Member _____

Name of Nominator (Individual or District) _____

Email Address _____ Phone _____

Is the nominee a current board member _____ If not, when did he/she go out of office _____

Please explain in detail the nominee's contribution(s) and service to your local board, community, and public education through county, state, and national service. Clearly identify professional, compensated experience, whether volunteer or elected. Please attach a maximum of two pages, single-sided, and a two-paragraph description of the nominee to be used for publicity purposes. Nominee's detailed information should provide substantiation for the nomination. In addition, you may include a single page resume. Should the application exceed the above length it will not be considered; additionally no other supporting documentation will be considered.

Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as compensated.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

OCSBA Marian Bergeson Award

Past Recipients

<u>Honoree</u>	<u>District</u>	<u>Year</u>
Marian Bergeson*	Newport-Mesa Unified School District	1974
Sheila Meyers O'Neal*	Fountain Valley School District	1978
Bert Skiles*	Orange Unified School District	1978
Marian P. Aguierre	Westminster School District	1979
Worth Keene	Coast Community College District	1979
Lawrence W. Taylor*	South Orange County Community College	1979
J. Franklin Sullivan*	Fullerton Joint Union High School District	1980
Dean McCormick*	Tustin Unified School District	1981
Robert Lindsay*	Centralia School District	1981
Barbara Benson*	Tustin Unified School District	1982
Joan Begovich *	Fullerton Joint Union High School District	1982
Lee Sicoli*	Irvine Unified School District	1983
Ruth Evans	Orange Unified School District	1984
Herb Warren*	North Orange County Community College	1985
Joyce Canfield*	Lowell Joint Unified School District	1986
Felix LeMarinel*	North Orange County Community College	1987
Roger Belgen*	Fountain Valley School District	1987
Richard Shimeall	Magnolia School District	1988
Joan Wilkinson*	Santa Ana Unified School District	1988
Jan Overton*	Capistrano Unified School District	1988
Albert Peraza	Anaheim City School District	1989
Joanne Stanton*	Anaheim Union High School District	1990
Maureen DiMarco*	Garden Grove Unified School District	1991
Roderick MacMillian	Newport Mesa Unified School District	1991
Sherry Loofbourrow	Newport Mesa Unified School District	1992
Mary Ellen Hadley	Irvine Unified School District	1993
Harriet Walther	South Orange County Community College	1994
Jan Averill	Lowell Joint Unified School District	1995
Annette Gude	Capistrano Unified School District	1995
Virginia Wilson	Los Alamitos Unified School District	1996
Marilyn Buchi	Fullerton Joint Union High School District	1997
Crystal Kochendorfer	Capistrano Unified School District	1998
Margie Wakeham	Irvine Unified School District	1998
Esther H. Wallace	Magnolia School District	1999
Robert C. Fisler*	Fullerton School District	2000
Donna Artukovic	Los Alamitos Unified School District	2000
Sheila Benecke	Capistrano Unified School District	2001
Elizabeth Parker	Orange County Board of Education	2002
Judy Franco	Newport-Mesa Unified School District	2003
Antonio Valle, Jr.*	La Habra City School District	2003
Shirley Carey*	Huntington Beach City School District	2004
Karin Freeman	Placentia-Yorba Linda Unified School District	2005
Mary Fuhrman	Buena Park School District	2006
Donna McDougall	Cypress School District	2006
Susie Sokol	Brea Olinda Unified School District	2007
Elizabeth Swift	Buena Park School District	2008
Judy Edwards	Fountain Valley School District	2009
Suzie Swartz	Saddleback Valley Unified School District	2009
John "Jack" W. Bedell	Orange County Board of Education	2010
Meg Cutuli	Los Alamitos Unified School District	2011
Sharon Wallin	Irvine Unified School District	2011
Hilda Sugarman	Fullerton School District	2012
Bonnie Castrey	Huntington Beach Union High School District	2013
Bob Singer	Fullerton Joint Union High School District	2013
Martha Fluor	Newport-Mesa Unified School District	2014
Susan Henry	Huntington Beach Union High School District	2015
Marcia Milchiker	South Orange County Community College	2017

*DECEASED

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board of Governors 2019 Classified Employee of the Year Award

ACTION: Approval

BACKGROUND

The Classified Employee of the Year award honors community college classified employees who demonstrate the highest level of commitment to professionalism and community colleges. The award was established through a resolution at the May 2008 Board of Governors meeting.

Award recipients are selected by representatives of the Board of Governors for California Community Colleges, the Chancellor's Office, and the Foundation for California Community College and must have a record of outstanding performance of professional activities, as well as a record of active participation on campus and beyond.

The Classified Employee of the Year Award is supported through a grant from the Foundation for California Community Colleges. Each recipient will receive a \$500 cash award and a commemorative plaque at the May Board of Governors meeting in Sacramento, California.

STATUS

Each local California Community College Board of Trustees may forward the information for one nominee to the California Community Colleges Chancellor's Office postmarked by March 25th. Classified employees with a minimum service of 5 years as a permanent employee within the nominating Community College District (full-time or part-time) are eligible for the award. The nominees are evaluated on their commitment to: the Vision for Success; the California Community Colleges mission; professional ethics and standards; serving the institution through participation in professional and/or community activities; and serving as a leader beyond their local institution.

Saddleback College and Irvine Valley College will alternate nominating one classified employee each year. This year's designated college from SOCCCD is Irvine Valley College.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees endorse the nomination for transmittal to California Community Colleges Chancellor's Office. (Exhibit A)

Item Submitted By: *Kathleen F. Burke, Chancellor*

COMMUNITY COLLEGE CLASSIFIED EMPLOYEE OF THE YEAR AWARDS PROGRAM

The Classified Employee awards honors community college classified employees who demonstrate the highest level of commitment to the *Vision for Success*, professionalism and community colleges. Recipients are nominated by their colleagues and endorsed by the local Board of Trustees. Each local Board of Trustees may forward the information for one nominee to the California Community Colleges Chancellor's Office postmarked by March 25th. Award winners are selected by representatives of the Community Colleges Board of Governors and the Chancellor's Office. Recipients will be announced and honored at the May Board of Governors meeting in Sacramento, California. Classified employees with a minimum service of 5 years as a permanent employee within the nominating Community College District (full-time or part-time) are eligible for the award. The nominees are evaluated on their commitment to: *the Vision for Success*; the California Community Colleges mission; professional ethics and standards; serving the institution through participation in professional and/or community activities; and serving as a leader beyond their local institution.

Name of Nominee Rachel Manders Date 02-11-2019

Grants Analyst

Job Title of Nominee

5500 Irvine Center Drive, Irvine, CA 92618 949-451-5777

Nominee Address, City, Zip Code

Telephone

South Orange County Community College District

College District

28000 Marguerite Parkway, Mission Viejo, Ca 92690

Address, City, Zip Code

Dr. Kathleen Burke/Dr. Glenn Roquemore 949-451-5210

Name of District Chancellor/College President

Telephone

Disqualification warning: It is the responsibility of nominator to initiate this nomination form and see that all pages are COMPLETELY filled out, that it is on the CORRECT form, and that NO alterations have occurred.

Signature Required.

Maria Nunez

949-451-5214

*Maria Nunez,
Classified Senate Pres.
on behalf of
Irvine Valley
College*

Signature of Nominator with Contact Telephone Number

(Print Name)

5500 Irvine Center Drive, Irvine, CA 92618

Mailing Address, City, Zip Code

INITIAL NOMINATIONS MUST BE SUBMITTED TO THE LOCAL BOARD OF TRUSTEES FOR REVIEW AND ENDORSEMENT.

Name of Nominee Rachel Manders

11.5 Years of service with the district *NOTE: employees with a minimum 5 years of service as a permanent employee within the nominating Community College District (full-time or part-time) are eligible for the award.

1. Describe how the nominee demonstrates a commitment to the Vision for Success, the California Community Colleges mission, and the mission of the local college district?

Rachel Manders has demonstrated commitment to the principles of the mission of IVC in many ways. Rachel is literally the bridge to obtaining hundreds of thousands of dollars in categorical funding to support students. She has written grants and obtained funding to support mental health initiatives, student success initiatives, student equity initiatives, career education initiatives, science and engineering initiatives, as well as many others! This money that Rachel has obtained has ensured that our school has industry grade equipment and that our faculty and staff are best equipped to serve our students. Rachel is the connection to local and federal funding sources and she has been very active in serving on task forces and committees as a representative of IVC. Rachel is one of the chairs of the CTE taskforce on campus and is also one of the classified employee representatives on the Guided Pathways Workgroup. Rachel attends regional meetings on the Strong Workforce initiative and works very closely in assisting faculty in writing and applying for grants. I believe that all of Rachel's efforts perfectly fit into the mission statement at IVC.

Rachel also demonstrates a commitment to the Vision for Success with her work with the Guided Pathways committee on campus. She is very active and participates on the various working groups set up to implement the institutions initiatives.

Most recently, Rachel was instrumental in our college securing an IEPI PRT grant and assistance. She is always willing to assist both instructional and student service programs with her innovative ideas and professional knowledge.

2. Describe the nominees' commitment to high standards of job performance and ways he/she exemplifies professionalism. Factors to be considered may include: competence and knowledge on the job; leadership role in employee/management collaboration; promotes collaboration within the work environment; commitment to high standards of performance and professionalism.

Rachel exemplifies professionalism at her job in many ways. First of all, Rachel is extremely smart at what she does. Not only is she very smart, but her passion for her job enables her to spread her knowledge and want to teach others the skills that she has. When new employees were hired in an area with several grant funded projects, Rachel took the time out of her busy schedule to train and teach the employees about budgeting, grant spending, how to complete budget amendments and journal entries in the new financial system, as well as shared her understanding of the rules and policies for different funding sources. Rachel's leadership skills cannot go unnoticed. Administrators and managers always go to Rachel to get answers to questions on budgets and grants! Rachel is always willing to collaborate with others and provide transparency and open communication with her colleagues. She is quick to respond to questions whether it be over the phone or by email and is very easy to work with. We are very privileged to have Rachel as a colleague.

3. Provide examples of how the nominee demonstrates a commitment to serving the institution through participation in college, professional and/or community activities. Examples may include: involvement in college and/or district activities; efforts to organize others within the work environment; promotion of open communication among work groups.

Rachel is very active in participatory governance at IVC. Rachel is the classified representative on the Guided Pathways Workgroup at IVC, she is a member of the LA/OCRC Strong Workforce committee, she is chair of the CTE Taskforce on campus, and she is an active member on the Academic Planning and Technology Committee. Her participation and leadership are apparent in the fact that she is the only classified chair of a committee on campus. She is also on the Executive Cabinet for the Classified Senate as the Communications Officer. She has taken this position to a new level and has established regular communications and templates for consistency within the organization. Last year, Rachel represented IVC at the Classified Leadership Institute conference in Ventura. Rachel is always willing to help out with whatever she is asked. She goes out of her way to help colleagues and provide them with the most up-to-date information. If there is something she doesn't know, she will research and get you the information you need.

4. Describe the nominees' commitment to serving as a leader beyond the local institution through service in local, statewide and/or national activities. Provide evidence of activities that reveal leadership through participation in employee organizations, community groups, or participation in state or national organizations. Include acts of service above and beyond the call of duty.

As stated above, Rachel is an active participant in the regional consortium on workforce development, the LA/OCRC Strong Workforce committee. She has secured grant funding through the National Science Foundation that will award 1.41 million dollars in scholarships for Engineering students over the next 5 years. Rachel was also instrumental in our institutions designation as an Asian American and Native American Pacific Islander Serving Institution. Under her guidance, IVC served as the fiscal agent for the \$3.5 million Career Cafe project and received a Deputy Sector Navigator grant in the area of Energy and utilities. Through her tenure at IVC, Rachel has used her expertise and innovative ideas to help launch our institution as a leader in the region.

5. Briefly provide any additional reason(s) this nominee should be selected as a Community College Classified Employee of the Year.

Rachel has been working at IVC for a long time and she is one of the most respected employees here. Rachel is an expert in her field and is always willing to help. She is professional, organized, extremely smart, and passionate about what she does. I believe that Rachel is a stellar employee who greatly deserves this honor.

EACH LOCAL BOARD OF TRUSTEES MAY FORWARD ONE NOMINEE FROM THEIR DISTRICT POSTMARKED BY MIDNIGHT, MARCH 25, TO:

(Note: If March 25 falls on a Saturday or Sunday, the deadline is the following Monday.)

California Community Colleges Chancellor's Office
Attn: Classified Employee Awards Program/BOG
1102 Q Street, 4th Floor
Sacramento, California 95811-6549

* Note: Signature Below certifies that the nominee has been endorsed by the local Board of Trustees

T.J. Prendergast III

Signature of Board of Trustees President

(Print Name)

South Orange County Community College District

Name of Community College District

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Grant Subaward, UC Irvine Pathways to Engineering Collaborative: NSF Scholarships in Science, Technology, Engineering, and Mathematics

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) and the University of California, Irvine (UCI) recently negotiated a memorandum of understanding to institute the Engineering Academy, a program focused on increasing participation of community college students in engineering pathways. To launch this initiative, IVC and UCI submitted a proposal to the National Science Foundation (NSF) to create the UCI Pathways to Engineering S-STEM Scholars Program to increase the number of low-income community college students who graduate with an engineering baccalaureate degree. The NSF has funded this collaborative project between the Samueli School of Engineering at UCI and the School of Math, Computer Science, and Engineering at IVC.

STATUS

IVC, in partnership with UCI, will establish the UCI Pathways to Engineering S-STEM Scholars Program. Student scholarships will be awarded to incoming students who meet the program requirements. Over a five-year period, IVC will award 170 scholarships valued at \$6,500 each.

The Grant Application Abstract, as presented in EXHIBIT A, is for \$1,451,104 for a performance period from June 1, 2018 through May 31, 2023. The subaward, as presented in EXHIBIT B, is inclusive of scope of work, budget/justification, and initial NSF award notification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the subaward to Irvine Valley College from the National Science Foundation for the UC Irvine Pathways to Engineering Collaborative for a project total of \$1,451,104, effective June 1, 2018 through May 31, 2023.

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

- GRANT APPLICATION ABSTRACT
 GRANT ACCEPTANCE ABSTRACT
 GRANT RENEWAL ACCEPTANCE ABSTRACT
 REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** UC Irvine Pathways to Engineering Collaborative
2. **PROJECT DIRECTOR:** Matthew Wolken
3. **PROJECT ADMINISTRATOR:** Debbie Vanschoelandt
4. **GRANTOR AGENCY:** National Science Foundation (NSF)
5. **FUNDING SOURCE:** NSF Scholarships in Science, Technology, Engineering, and Mathematics Program (S-STEM).
6. **STARTING AND ENDING DATES OF THE PROJECT:** 06/01/2018 thru 05/31/2023

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

Irvine Valley College (IVC) and the University of California, Irvine (UCI) recently negotiated a memorandum of understanding to institute the Engineering Academy, a program focused on increasing participation of community college students in engineering pathways. The collaboration between the Samueli School of Engineering at UCI and the School of Math, Computer Science, and Engineering at IVC will create the UCI Pathways to Engineering S-STEM Scholars Program. To launch this initiative, IVC and UCI submitted a proposal to the National Science Foundation (NSF) to create the UCI Pathways to Engineering S-STEM Scholars Program to increase the number of low-income community college students who graduate with an engineering baccalaureate degree. Over the 5-year grant period, 170 \$6,500 scholarships will be awarded to students who meet the criteria for this program.

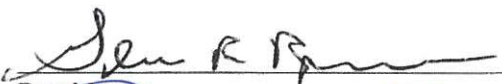
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$1,357,631	\$	\$93,473	\$1,451,104

9. **APPROVALS**


Division/School Dean


Vice President of Instruction/Students


President


Vice Chancellor, Technology & Learning Services


Chancellor

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ <u>100,288.00</u>	\$ _____	_____
2000 Classified Salaries	\$ <u>99,920.00</u>	\$ _____	_____
3000 Benefits	\$ <u>46,208.00</u>	\$ _____	_____
4000 Supplies	\$ <u>6,215.00</u>	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ <u>0.00</u>	\$ _____	_____
6000 Capital Outlay	\$ <u>0.00</u>	\$ _____	_____
7000 Other Charges <i>(e.g.: Indirect Costs)</i>	\$ <u>1,105,000.00</u> \$ <u>93,473.00</u>	\$ _____	_____
TOTALS	\$ <u>1,451,104.00</u>	\$ _____	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Engineering Faculty (2)	[]	[X]	[]	[X]
2. Faculty Mentors (2)	[]	[X]	[]	[X]
3. Program Counselor	[]	[X]	[]	[X]
4. Program Coordinator	[]	[X]	[]	[X]

PARTNERSHIPS (if applicable)

Partnership Name/Location University of California Irvine, Samueli School of Engineering

•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

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: National Science Foundation (NSF)	
Pass-Through Entity (PTE):	Subrecipient: South Orange County Community College District
PTE PI:	Sub PI:
PTE Federal Award No: DUE-1742627	Subaward No: 2018-3602
Project Title: UC Irvine Pathways to Engineering Collaborative	
Subaward Period of Performance (Budget Period):	
Start: 06/01/2018 End: 05/31/2019	Amount Funded This Action (USD): \$ 199,371.00
Estimated Project Period (if incrementally funded):	
Start: 06/01/2018 End: 05/31/2023	Incrementally Estimated Total (USD): \$ 1,451,104.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date.
The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally.
Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity: _____ Name: <u>Nina Crow</u> Date: _____ Title: <u>Subcontract Officer</u>	By an Authorized Official of Subrecipient: _____ Name: <u>Ann-Marie Gabel</u> Date: _____ Title: <u>Vice Chancellor, Business Services</u>
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Attachment 1
Certifications and Assurances

Subaward Number:
2018-3602

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
2018-3602

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date FAIN CFDA No.
06/14/18 1742627 47.076

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title
Education and Human Resources
Key Personnel Per NOA
Lorenzo Valdevit / Sharnnia Artis / Jacquelynne Eccles

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

https://nsf.gov/pubs/policydocs/pappg17_1/index.jsp

2. 2 CFR 200 and 2 CFR 2500.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<http://www.nsf.gov/bfa/dias/policy/grants.jsp>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

Human Subjects Vertebrate Animals No Human or Vertebrate Animals

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

The PTE requires verification of IRB and/or IACUC approval be sent to the Administrative Contact as follows:

IRB

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

2018-3602

Attachment 3A
Pass-Through Entity (PTE) Contacts

PTE Information

Entity Name:

Legal Address:

Sponsored Projects Administration - Office of Research
141 Innovation Drive, Suite 250
University of California, Irvine
Irvine, CA 92697-7600

Website:

www.uci.edu

PTE Contacts

Central Email:

subawards@research.uci.edu

Principal Investigator Name:

Email: valdevit@uci.edu

Telephone Number: (949) 824-4173

Administrative Contact Name: Nina Crow

Email: nwcrow@uci.edu

Telephone Number: (949) 824-7107

COI Contact email (if different to above):

acgreen1@uci.edu

Financial Contact Name:

Efstathia Bakou

Email: abakou@uci.edu

Telephone Number: (949) 824-4883

Email invoices?

Yes

No

Invoice email (if different):

Authorized Official Name:

Nina Crow

Email: nwcrow@uci.edu

Telephone Number: (949) 824-7107

PI Address:

Lorenzo Valdevit
Chemical Engineering and Materials Science
4203 Engineering Gateway
University of California, Irvine
Irvine, CA 92697-3975

Administrative Address:

same as legal address

Invoice Address:

Efstathia Bakou
Henry Samueli School of Engineering
716F Engineering Tower
University of California, Irvine
Irvine, CA 92697-2575

2018-3602

Attachment 3B
Subrecipient Contacts

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name: South Orange County Community College District, dba Irvine Valley College

EIN No.: 95-2479872 Institution Type: Public/State Controlled Inst. of Higher Ed.

DUNS: 179222377 Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address *This section for U.S. Entities:* Zip Code [Look-up](#)

Congressional District: 49th Zip Code+4: 92618-0301

5500 Irvine Center Drive
Irvine, CA 92618

1624 Valencia
Tustin, CA 92782

Subrecipient Contacts

Central Email:

Website: www.ivc.edu

Principal Investigator Name:

Email: mwolken@ivc.edu Telephone Number: (949) 367-8321

Administrative Contact Name: Rachel Manders

Email: rmanders@ivc.edu Telephone Number: (949) 451-5777

Financial Contact Name: Brian Kim

Email: Telephone Number:

Invoice/Payment Email:

Authorized Official Name: Ann-Marie Gabel

Email: agabel@socccd.edu Telephone Number: (949) 582-4664

Legal Address:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Administrative Address:

Irvine Valley College
5500 Irvine Center Drive, A113
Irvine, CA 92618

Payment Address:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attachment 3B-2
Highest Compensated Officers

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Subaward Number:

2018-3602

Attachment 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Subaward Number:

2018-3602

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="37"/> %	Cost Sharing <input type="text" value="No"/>
Rate Type: <input type="text" value="Modified Total Direct Costs"/>	If Yes, include Amount: \$ <input type="text"/>

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

STATEMENT OF WORK
University of California, Irvine

Subaward: Irvine Valley College

Community College partner in support of the
NSF Proposal: UC Irvine Pathways to Engineering Collaborative

Project Title: UC Irvine Pathways to Engineering Collaborative

Start/End Dates: September 1, 2017 – August 31, 2022

PI Name: Dr. Lorenzo Valdevit, Associate Professor, Mechanical and Aerospace Engineering,
University of California, Irvine

Project Description: The NSF S-STEM proposal, entitled, *UC Irvine Pathways to Engineering Collaborative*, brings together the Samueli School of Engineering at the University of California, Irvine (UCI) and the School of Math, Computer Science, and Engineering at Irvine Valley College (IVC), to create the UCI Pathways to Engineering S-STEM Scholars Program (*referred to as S-STEM Program in the statement of work*). UCI's S-STEM Program aims to increase the number of low-income students graduating with an engineering baccalaureate degree and enter the STEM workforce or graduate school. Through the S-STEM Program, 360 annual scholarships will be distributed over the 5-year project to community college students preparing to transfer to a four-year college (i.e., UCI), and for those who do transfer into a declared engineering major at UCI. Additionally, students in the S-STEM Program will join a cohort of like-minded students to participate in co-curricular activities, such as summer bridge programs, advising, mentoring, tutoring, academic and career workshops, and industry and research internships, to further enhance their educational experience and preparation for the STEM workforce.

UCI's S-STEM Program will also generate new knowledge about academically talented, low-income community college engineering students' will to succeed in engineering. In particular, the project aim to understand what priorities, values, and experiences shape low-income community college students' educational choices and their will to succeed. At the end of the project, we expect to better understand engineering student success for low-income community college students and learn about characterizations of student success and if they develop and/or change with time.

The S-STEM program aims to provide scholarships to academically talented, low-income community college engineering students at IVC who transfer to UCI to complete their baccalaureate engineering degree. The objectives of the program are to:

- Objective 1:*** Create a STEM ecosystem to support academically talented, low-income community college students in engineering from community college to 4-year institution
- Objective 2:*** Increase the number of community college students' who transfer to a declared

engineering major at a 4-year institution

Objective 3: Increase the number of community college students' who graduate with a engineering baccalaureate degree

Objective 4: Increase the number of community college students' who go into the STEM workforce or pursue a graduate degree in STEM

Objective 5: Generate new knowledge about academically talented, low-income community college engineering students' will to succeed in engineering

Tasks: Required tasks are as follow:

1. Facilitate the transfer of academically talented low-income engineering students at Irvine Valley College.
2. Recruit and select IVC S-STEM Scholars program with UC Irvine.
3. Determine financial need and distribute scholarships for IVC S-STEM Scholars.
4. Provide faculty advising, tutoring, mentorship, and summer bridge activities.
5. Work with project evaluator to facilitate participation in data collection and research study.
6. Work with project team to ensure deliverables and reports are submitted in a timely manner.

Deliverables: University of California, Irvine agrees to pay \$1,451,104, broken up into scholarships (\$1,105,000) other direct and indirect support (\$352,104) over five years in the following installments:

Year 1: \$199,371 (*Scholarships: \$130,000 , Other Direct and Indirect Support: \$69,371*)

Year 2: \$331,373 (*Scholarships: \$260,000 , Other Direct and Indirect Support: \$71,373*)

Year 3: \$353,706 (*Scholarships: \$279,500 , Other Direct and Indirect Support: \$72,206*)

Year 4: \$354,302 (*Scholarships: \$279,500 , Other Direct and Indirect Support: \$74,802*)

Year 5: \$210,957 (*Scholarships: \$156,000 , Other Direct and Indirect Support: \$56,352*)

Place/Location of Performance. During the life cycle of the project, performance will take place at Irvine Valley College.

Schedule/Milestones

September 1, 2017 - August 31, 2018

- Establish robust student support system
- Award 20 scholarships

August 1, 2018: Complete annual report

September 1, 2018 - August 31, 2019

- Establish robust student support system
- Award 40 scholarships

August 1, 2019: Complete annual report

September 1, 2019 - August 31, 2020

- Establish robust student support system
- Award 43 scholarships

August 1, 2020: Complete annual report

September 1, 2020 - August 31, 2021

- Establish robust student support system
- Award 43 scholarships

August 1, 2021: Complete annual report

September 1, 2021 - August 31, 2022

- Establish robust student support system
- Award 24 scholarships

August 1, 2022: Complete annual report

STEP Grant Development Budget Worksheet- based on REU

Irvine Valley College
Proposed 5-STEM Budget (Years 1-5)

	Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21	Year 5 2021-22	Total Request (Years 1-5)	Notes	Rates/OSH
A. Senior Personnel								
Lead Full Time Faculty (PI or CO-PI)	10,928.00	10,928.00	11,248.00	11,248.00	11,584.00	55936	YR 1, LHE = \$1,366 YR 2, LHE = \$1,366 YR 3, LHE = \$1,406 YR 4, LHE = \$1,406 YR 5, LHE = \$1,448	
Co-Lead or General Full Time Faculty (Possible CO-PI)	10,928.00	10,928.00	11,248.00	11,248.00	-	44352	Manage, Instruct, Mentor, Outreach/ Organization	
Sub-Total	21,856.00	21,856.00	22,496.00	22,496.00	11,584.00	100,288.00		
B. Other Personnel								
Part Time Mentors/Instructors (2)	8,196.00	8,196.00	8,436.00	8,436.00	8,688.00	41,952.00	Teach/Mentor 1 courses each (fall and spring)	
Part Time STEM Counselor	5,464.00	5,464.00	5,624.00	5,624.00	5,792.00	27,968.00	4 LHE per year	
Administrative Assistance	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	30,000.00	Administrative Asst., NBU \$20/hr, 340 hrs/yr	
Sub-total	19,660.00	19,660.00	20,060.00	20,060.00	20,480.00	99,920.00		
C. Fringe Benefits								
Faculty PI-co-PI Stipend	3,853.00	4,258.00	4,798.00	5,018.00	2,583.00	20,510.00	Academic Benefits Schedule-no Hlth Benefits (STRS/MedC/Unempl/Wcomp)	
Faculty mentors	1,445.00	1,597.00	1,748.00	1,827.00	1,827.00	8,444.00		
Mentor/Counselor Stipend	2,408.00	2,662.00	2,999.00	3,135.00	3,230.00	14,434.00	Part-time NBU no Health (STRS/MedC/Unempl/Wcomp)	
Admin Assistant Stipend	564.00	564.00	564.00	564.00	564.00	2,820.00	Part-time NBU no Health(PERS/MedC/Unempl/Wcomp)	
Sub-total	8,270.00	9,081.00	10,109.00	10,544.00	8,204.00	46,208.00		
D. Equipment/Software								
Equipment	-	-	-	-	-	-	Funds are requested for equipment and software to demonstrate hardware needs and ensure 3D Printers; will leverage with other resources.	
Sub-total	-	-	-	-	-	-		
E. Travel & Expenses								
All	-	-	-	-	-	-		
sub-total	0.00	0.00	0.00	0.00	0.00	-		
F. Participant Support Costs								
Scholarships	130,000.00	260,000.00	279,500.00	279,500.00	156,000.00	1,105,000.00	\$6,500 per scholarship (Number of scholarship: Year 1 - 20, Year 2 - 40, Year 3 and 4 - 43, and Year 5 - 24).	
sub-total	130,000.00	260,000.00	279,500.00	279,500.00	156,000.00	1,105,000.00		
G. Other Direct Costs								
Marketing & Outreach	850.00	1,500.00	1,500.00	1,500.00	865.00	6,215.00	Funds are requested support (printing costs for program brochures and promotion of the program.	
sub-total	850.00	1,500.00	1,500.00	1,500.00	865.00	6,215.00		
H. Total Direct Costs (A through G)	180,636.00	312,097.00	333,665.00	334,100.00	197,133.00	1,357,631.00		
I. Indirect Costs	18,735.32	19,275.89	20,041.05	20,202.00	15,219.21	93,473.47	No Indirect on Sub Awards	
J. Total Direct and Indirect Costs	199,371.32	331,372.89	353,706.05	354,302.00	212,352.21	1,451,104.47		
K. Residual Funds								
L. Amount of Request (J)	199,371.32	331,372.89	353,706.05	354,302.00	212,352.21	1,451,104.47		
Cost Sharing								

Formula in Row 38 includes Row 34; should be Row 33.

Project Title: UC Irvine Pathways to Engineering Collaborative
Sponsor: National Science Foundation
PI: Matthew J Wolken (Irvine Valley College)
Project Timeline: 09/01/2017 – 08/31/2022 (5 years)

Budget Justification

A. Senior Personnel

Matthew Wolken, Department Chair and full-time faculty member in the IVC engineering department at Irvine Valley College (IVC), will be the Principal Investigator. He will be responsible for the overall implementation of the grant and ensuring that it meets its goals. He will mentor students and serve as the liaison among other IVC and UC Irvine faculty mentors, work with student assistants and counselors, and work with industry to provide internship and training opportunities for project. He will also be responsible for generating reports and attending meetings related to the grant. Compensation is equal to approximately .59 person months during the academic year and .34 summer months for years 1-5. The total request is \$55,936.

Professor Zahra Noroozi, full time faculty member in the IVC engineering department, will be the Co- Principal Investigator. She will also be responsible for the overall implementation of the grant to ensure that all goals are attained. She will mentor students and serve as the liaison among other Irvine Valley College and UC Irvine faculty mentors, work with student assistants, and work with industry to provide internship and training opportunities for project. Compensation is equal to approximately .82 person months during the academic year and .34 summer months for years 1-4. The total request is \$44,352.

B. Other Personnel

Two STEM faculty members will mentor and transfer students in their department. Support is requested for approximately .20 FTE per faculty per year for years 1-5. The total request is \$41,952.

A program counselor will provide support to the PI/co-PIs, mentors and participants, organize events, collect participant data and track student progress, and serve as the point person to assist students during their transition from high school or community college to the university. Support is requested for .26 FTE per year, for years 1-5. The total request is \$27,968.

A program coordinator will provide support to the CO-PIs, mentors and participants, organize events, collect participant data and track student progress, and serve as the point person to assist the community college collaborator. Support is requested for \$6,800 per year, 20 hours per week, at \$20 per hour for 340 hours per year, for years 1-5. The total request is \$30,000.

C. Fringe Benefits

IVC is requesting funds for statutory benefits for the PI and co-PI. Benefits include California State Teachers' Retirement System, starting at 14.43% in Year 1 increasing to 19.10% in Year 5; Medicare (1.45%), State Unemployment Insurance (0.5%); and Workers' Compensation (1.7%). The total request is \$20,510.

IVC is requesting funds for statutory benefits for the faculty mentors. Benefits include California State Teachers' Retirement System, starting at 14.43% in Year 1 increasing to 19.10% in Year 5;

Medicare (1.45%), State Unemployment Insurance (0.5%); and Workers' Compensation (1.7%). The total request is \$8,444.

IVC is requesting funds for statutory benefits for the STEM counselor. Benefits include California State Teachers' Retirement System, starting at 14.43% in Year 1 increasing to 19.10% in Year 5; Medicare (1.45%), State Unemployment Insurance (0.5%); and Workers' Compensation (1.7%). The total request is \$14,434.

IVC is requesting funds for statutory benefits for the program coordinator. Benefits include OASDI, (6.20%); Medicare (1.45%), State Unemployment Insurance (0.5%); and Workers' Compensation (1.7%). The total request is \$2,820.

D. Equipment/Software

N/A.

E. Travel & Expenses

N/A.

F. Student Participation Costs

S-STEM Scholarships – At least 60% of budget must be used for scholarships.

IVC is requesting funds to award 170 scholarships over the five years of this project. The table below lists the distribution for each institution. UC Irvine will distribute 190 scholarships to transfer students at UCI. The total request is for \$1,105,000.

	Scholarship Amount	Year 1	Year 2	Year 3	Year 4	Year 5
Irvine Valley College (IVC)	\$6,500	20	40	43	43	24

G. Other Direct Costs

IVC is requesting \$6,215 for marketing/outreach/publications is requested to support printing costs for program brochures and promotion of the engineering program.

H. Total Direct Costs (A thru G)

IVC request total direct costs of \$1,357,631.

I. Indirect Costs

IVC requests Facilities and Administrative costs in accordance with SOCCCD's rate agreement. Calculations are made on a Modified Total Direct Cost base at a rate of 37.0%. The total indirect costs request is \$93,473

J. Total Direct and Indirect:

IVC requests total direct and indirect costs of \$1,451,104.

K. Residual Funds:

N/A

L. Amount of Request:

IVC requests \$1,451,104 for years 1-5.

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

Sennite Meche

From: Ifarrior@nsf.gov
Sent: Thursday, June 14, 2018 10:35 AM
To: OR - ORA Awards Mailbox
Cc: dgaawd@nsf.gov; swytchmo@nsf.gov; cdellapi@nsf.gov
Subject: Award Id : 1742627, PI: Valdevit

Categories: Sennite

AWARD NOTICE

Award Date: June 14, 2018
Award No. (FAIN): 1742627
Proposal No.: 1742627
Managing Division Abbreviation: DUE

Ms. Nancy Lewis
Director of Sponsored Projects
University of California, Irvine
141 Innovation Drive, Ste 250
Irvine, CA 92617-3213
DUNS ID: 046705849

Dear Ms. Lewis:

The National Science Foundation hereby awards a grant of \$4,999,450 to University of California, Irvine for support of the project described in the proposal referenced above as modified by revised budget dated January 25, 2018, e-mail dated June 8, 2018. This award is expected to total \$4,999,450.

This project, entitled "UC Irvine Pathways to Engineering Collaborative," is under the direction of Lorenzo Valdevit, Sharnnia Artis, Jacquelynne Eccles.

This award starts June 1 , 2018 and ends May 31, 2023.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTCs) dated March 14, 2017, and NSF Agency Specific Requirements, dated May 14, 2018, available at: <https://www.nsf.gov/awards/managing/rtc.jsp>.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VI Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots. and the following terms and conditions:

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAREporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 17-527, NSF Scholarships in Science, Technology, Engineering and Mathematics (S-STEM).

The Foundation authorizes the awardee to enter into the proposed subaward arrangement and to fund the subaward with award funds up to the amount indicated in the approved budget or NSF-approved post award request. The subaward should contain appropriate provisions consistent with Appendix B of the Research Terms and Conditions (RTC) dated October 1, 2017, or Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated May, 14, 2018 (as appropriate), as well as any special conditions included in this award.

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

It is the grantee's responsibility to ensure that any human subjects work conducted under this award has an Institutional Review Board (IRB) approval, where required, and that such approval remains valid at all times that human subjects work is conducted under the award. Failure to comply with this condition will result in suspension and/or termination of the award.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.)

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The indirect cost rate(s) for this award is/are :

Item Name	Indirect Cost Rate
-----	-----
Modified Total Direct Costs	54.5000%

These rates are at the time of award and are based upon the budget submitted to the NSF. It does not include any out-year adjustments. The NSF will not modify awards simply to correct indirect cost rates cited in the award notice. See the Proposal & Award Policies & Procedures Guide (PAPPG) Chapter X.A.3.a. for guidance on re-budgeting authority.

Please view the project reporting requirements for this award at the following web address [<https://reporting.research.gov/fedAwardId/1742627>].

The cognizant NSF program official for this grant is Connie K. Della-Piana, (703) 292-5309
The cognizant NSF grants official contact is Jannele Gosey, (703) 292-4445.

Sincerely,

LeVar Rashawn Fariior
Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources
awards@research.uci.edu

DUE-1742627 000
SUMMARY PROPOSAL BUDGET

Person MOS	Funds			By NSF	
	cal	acad	sumr		
A. (15.00) Total Senior personnel	3.00	0.00	3.95	\$135,955	
B. Other Personnel					
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0	
2. (0.00) Other professionals	0.00	0.00	0.00	\$0	
3. (10.00) Graduate students				\$135,986	
4. (0.00) Secretarial-clerical				\$0	
5. (20.00) Undergraduate students				\$130,404	
6. (25.00) Other				\$169,460	
Total salaries and wages (A+B)				\$571,805	
C. Fringe benefits (if charged as direct cost)				\$305,474	
Total salaries wages and fringes (A+B+C)				\$877,279	
D. Total permanent equipment				\$0	
E. Travel					
1. Domestic				\$30,052	
2. International				\$0	
F. Total participant support costs				\$2,084,305	
G. Other direct costs					
1. Materials and supplies				\$18,051	
2. Publication costs/page charges				\$0	
3. Consultant services				\$85,000	
4. Computer (ADPE) services				\$0	
5. Subawards				\$1,451,104	
6. Other				\$0	
Total other direct costs				\$1,554,155	
H. Total direct costs (A through G)				\$4,545,791	
I. Total indirect costs				\$453,659	
(For information on the rate used, please refer to the award notice)					
J. Total direct and indirect costs (H+I)				\$4,999,450	
K. Small Business Fee				\$0	
L. Amount of this request (J) or (J+K)				\$4,999,450	
M. Cost sharing				\$0	

ATTACHMENT 7

(INVENTION STATEMENT/EQUIPMENT REPORT)

Subaward No.: _____

Reporting Period: _____

Subrecipient's Principal Investigator: _____

INVENTION STATEMENT

Invention was was not conceived or first actually reduced to practice in the performance of work during the subaward reporting period.

EQUIPMENT REPORT

Equipment was was not purchased during the subaward reporting period.

If equipment was purchased during the subaward period, please provide the following information:

Description of the equipment item:

Manufacturer, model number, and serial number:

Cost charged to the subaward:

Acquisition date:

Signature of Subrecipient's Principal Investigator

Date

Signature of Subrecipient's Authorized Official

Date

**ATTACHMENT 8
SAMPLE INVOICE**

Date: _____
 Total Award Amount: _____
 Voucher Number: _____

Subaward: _____
 Remittance Address: _____

Subaward No. _____
 Pass-through Entity (PTE) The Regents of the University of California
 PTE's Fund Number _____
 Period of Claim _____

Remittance Information:

Federal Tax I.D. _____
 Accounts Receivable Contact _____
 Telephone # _____

<u>Major Cost Elements</u>	<u>Current Period</u>	<u>Cumulative to Date</u>
<u>Salaries and Wages</u>	_____	_____
<u>Supplies and Expenses</u>	_____	_____
<u>Equipment/Facilities</u>	_____	_____
<u>Travel</u>	_____	_____
<u>Employee Benefits</u>	_____	_____
<u>Other</u>	_____	_____
<u>Total Cost</u>	_____	_____
<u>Previously Claimed</u>	_____	_____
<u>Current Claim</u>	_____	_____

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that all expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and condition of the award: I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

 Subrecipient Official Authorized

 Date

 PTE Principal Investigator Signature of Approval

 Date

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Grant Award, Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL-TEC): NSF Advanced Technological Education – Project Grant.

ACTION: Approval

BACKGROUND

The Irvine Valley College (IVC) Laser Technology program first received a National Science Foundation (NSF) award in 2013, whereby it established itself as the leading Western US Partner College in the NSF's Optics and Photonics College Network and significantly expanded its industry network to include prominent government laboratories and numerous local laser, photonics, and precision optics companies. In 2016, IVC received additional NSF funding to further improve its industrial connections, upgrade its academic laboratory resources, and establish itself as a leader in education throughout the western region of the United States.

STATUS

IVC has received its third consecutive award from the NSF to fund the Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC). This is a collaboration among Career and Technical Education (CTE) colleges and industry professionals in the optics, lasers, and photonics industry throughout the western region of the United States.

IVC and its partner college, Lake Washington Institute of Technology, will collaborate on this grant to maintain a western regional network of photonics faculty and industry professionals; establish a curriculum-development framework for open educational resources for the photonics field; pilot open educational resources; and facilitate and pilot the creation and use of industry standard digital badges for photonics technicians.

The Grant Application Abstract, as presented in Exhibit A, is for \$500,000. The performance period is from September 1, 2018 through August 31, 2021. The award notification, amendments, and budget are presented in Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the award to Irvine Valley College from the National Science Foundation to fund the Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC) for \$500,000, effective September 1, 2018 through August 31, 2021, and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Ann-Marie Gabel, Vice Chancellor, Business Services

**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

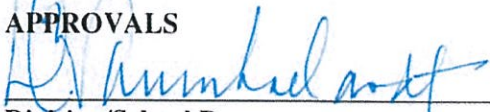

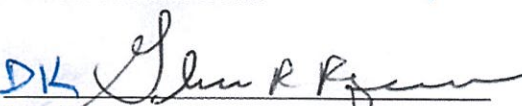


1. **PROJECT TITLE:** Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC)
2. **PROJECT DIRECTOR:** Brian Monacelli
3. **PROJECT ADMINISTRATOR:** Debbie Vanschoelandt
4. **GRANTOR AGENCY:** National Science Foundation
5. **FUNDING SOURCE:** Advanced Technological Education Program
6. **STARTING AND ENDING DATES OF THE PROJECT:** 9/01/2018 – 8/31/2021
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Irvine Valley College has received an award from the National Science Foundation for the Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC), a collaboration among Career and Technical Education (CTE) faculty and industry professionals throughout the western region of the United States. IVC and its partner (sub awardee) Lake Washington Institute of Technology, will maintain a western regional network of photonics faculty and industry professionals; establish a curriculum development framework for open educational resources (OER) for the photonics field; pilot open educational resources (OER); and facilitate and pilot the creation and use of industry standard digital badges for photonics technicians.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$447,471	\$ N/A	\$ 52,529	\$500,000

9. **APPROVALS**

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

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 39,000.00	\$ _____	_____
2000 Classified Salaries	\$ 0.00	\$ _____	_____
3000 Benefits	\$ 8,088.00	\$ _____	_____
4000 Supplies	\$ 808.00	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ 399,575.00	\$ _____	_____
6000 Capital Outlay	\$ 0.00	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ 52,529.00	\$ _____	_____
TOTALS	\$ 500,000.00	\$ _____	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

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

PARTNERSHIPS (if applicable)

Partnership Name/Location Lake Washington Institute of Technology, Kirkland, WA; Oregon Institute of Technology; Spokane Community College; Gallatin College; Idaho State University; and Pima College

- 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

AWARD NOTICE

Award Date: August 14, 2018
Award No. (FAIN): 1801019
Proposal No.: 1801019
Managing Division Abbreviation: DUE

Ms. Rachel E. Manders
Authorized Organizational Representative Sponsored Research Office
Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618-0301
DUNS ID: 179222377

Dear Ms. Manders:

The National Science Foundation hereby awards a grant of \$500,000 to Irvine Valley College for support of the project described in the proposal referenced above as modified by revised budget dated June 14, 2018. This award is expected to total \$500,000.

This project, entitled "Optics, Photonics, and Lasers Technical Education Curriculum Development," is under the direction of Desire D. Whitmore, Brian Monacelli.

This award starts September 1 , 2018 and ends August 31, 2021.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to NSF Grant General Conditions (GC-1), dated May 14, 2018, available at http://www.nsf.gov/awards/managing/general_conditions.jsp and the following terms and conditions:

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAReporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 17-568, Advanced Technological Education (ATE).

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since

participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.)

The rates in the award letter are applicable to the federally approved negotiated rate of 37% for modified total direct costs.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The indirect cost rate(s) for this award is/are :

Item Name Indirect Cost Rate

A. Senior Personnel 37.0000%
B. Other Personnel 37.0000%
C. Fringe Benefits 37.0000%
E. Travel 37.0000%
G. Other Direct Costs 37.0000%

These rates are at the time of award and are based upon the budget submitted to the NSF. It does not include any out-year adjustments. The NSF will not modify awards simply to correct indirect cost rates cited in the award notice. See the Proposal & Award Policies & Procedures Guide (PAPPG) Chapter X.A.3.a. for guidance on re-budgeting authority.

Please view the project reporting requirements for this award at the following web address [<https://reporting.research.gov/fedAwardId/1801019>].

The cognizant NSF program official for this grant is Heather Watson,
The cognizant NSF grants official contact is Jannele Gosey,

Sincerely,

LeVar Rashawn Farrior
Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources
rmanders@ivc.edu

DUE-1801019 000
SUMMARY PROPOSAL BUDGET

Funds
Person MOS granted

cal acad sumr By NSF

A. (6.00) Total Senior personnel 0.00 10.05 9.63 \$108,460

B. Other Personnel

1. (0.00) Post Doctoral associates 0.00 0.00 0.00 \$0

2. (0.00) Other professionals 0.00 0.00 0.00 \$0

3. (0.00) Graduate students \$0

4. (0.00) Secretarial-clerical \$0

5. (0.00) Undergraduate students \$0

6. (3.00) Other \$24,060

Total salaries and wages (A+B) \$132,520

C. Fringe benefits (if charged as direct cost) \$27,659

Total salaries wages and fringes (A+B+C) \$160,179

D. Total permanent equipment \$0

E. Travel

1. Domestic \$21,871

2. International \$0

F. Total participant support costs \$159,909

G. Other direct costs

1. Materials and supplies \$1,115

2. Publication costs/page charges \$4,500

3. Consultant services \$34,800

4. Computer (ADPE) services \$0

5. Subawards \$0

6. Other \$25,776

Total other direct costs \$66,191

H. Total direct costs (A through G) \$408,150

I. Total indirect costs \$91,850

(For information on the rate used, please refer to the award notice)

J. Total direct and indirect costs (H+I) \$500,000

K. Small Business Fee \$0

L. Amount of this request (J) or (J+K) \$500,000

M. Cost sharing \$0

NATIONAL SCIENCE FOUNDATION

Award Notice

Award Number (FAIN): 1801019

Amendment Number: 001

AWARDEE INFORMATION

Award Recipient: Irvine Valley College

Awardee Address: 5500 Irvine Center Drive Irvine, CA 926180301

Official Awardee Email Address: rmanders@ivc.edu

Unique Entity Identifier (DUNS ID): 179222377

AMENDMENT INFORMATION

Amendment Type: Other Admin No Fund Actions

Amendment Date: 09/07/2018

Amendment Number: 001

Proposal Number: Not Applicable

Amendment Description:

The purpose of this amendment is to change the PI or co-PI in accordance with the Change PI and Add/Change Co-PI request submitted on 08/23/2018. Effective with this amendment, the project is now under the direction of Desire D Whitmore, Brian Monacelli, Stephanie Bostwick.

Except as modified by this amendment, the award conditions remain unchanged.

NSF CONTACT INFORMATION

The Managing Grants Official for this award can be found at

<https://www.nsf.gov/bfa/dga/docs/liaison.pdf>

Awarding Official Name: LeVar R.
Farrior

Awarding Official Email:
lfarrior@nsf.gov

Managing Program Officer Name: Heather L
Watson

Managing Program Officer Email:
hwatson@nsf.gov

NATIONAL SCIENCE FOUNDATION

Award Notice

Award Number (FAIN): 1801019

Amendment Number: 002

AWARDEE INFORMATION

Award Recipient: Irvine Valley College

Awardee Address: 5500 Irvine Center Drive Irvine, CA 926180301

Official Awardee Email Address: rmanders@ivc.edu

Unique Entity Identifier (DUNS ID): 179222377

AMENDMENT INFORMATION

Amendment Type: Other Admin No Fund Actions

Amendment Date: 10/11/2018

Amendment Number: 002

Proposal Number: Not Applicable

Amendment Description:

The purpose of this amendment is to change the PI or co-PI in accordance with the Change PI and Add/Change Co-PI request submitted on 10/03/2018. Effective with this amendment, the project is now under the direction of Brian Monacelli, Stephanie Bostwick.

Except as modified by this amendment, the award conditions remain unchanged.

NSF CONTACT INFORMATION

The Managing Grants Official for this award can be found at

<https://www.nsf.gov/bfa/dga/docs/liaison.pdf>

Awarding Official Name: LeVar R.
Farrior

Awarding Official Email:
lfarrior@nsf.gov

Managing Program Officer Name: Heather L
Watson

Managing Program Officer Email:
hwatson@nsf.gov

National Science Foundation

2415 Eisenhower Avenue, Alexandria, Virginia 22314, USA

NATIONAL SCIENCE FOUNDATION

Award Notice

Award Number (FAIN): 1801019

**Managing
Division
Abbreviation:**
DUE

Amendment Number: 003

AWARDEE INFORMATION

Award Recipient: Irvine Valley College
Awardee Address: 5500 Irvine Center Drive Irvine, CA 926180301
Official Awardee Email Address: rmanders@ivc.edu
Unique Entity Identifier (DUNS ID): 179222377

AMENDMENT INFORMATION

Amendment Type: Other Admin No Fund Actions
Amendment Date: 12/10/2018
Amendment Number: 003
Proposal Number: Not Applicable
Amendment Description:

The purpose of this amendment is to authorize the awardee to enter into the proposed subaward agreement in accordance with the Subawarding, Transferring or Contracting Out Part of an NSF Award request submitted on 11/13/2018.

The Foundation authorizes the awardee to enter into the proposed subaward arrangement and to fund the subaward with award funds up to the amount indicated in the approved budget or NSF-approved post award request. The subaward should contain appropriate provisions consistent with Appendix B of the Research Terms and Conditions (RTC) dated October 1, 2017, or Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated October 22, 2018 (as appropriate), as well as any special conditions included in this award.

Except as modified by this amendment, the award conditions remain unchanged.

?

PROJECT PERSONNEL

**Principal
Investigator:**

Email: bmonacelli@ivc.edu

Institution:
Irvine Valley

Brian Monacelli

College

Co-Principal Investigator:
Stephanie
Bostwick**Email:**
stephanie.bostwick@lwtech.edu**Institution:**
Lake
Washington
Institute of
Technology**NSF CONTACT INFORMATION**

The Managing Grants Official for this award can be found at
<https://www.nsf.gov/bfa/dga/docs/liaison.pdf>

Awarding**Official Name:**
LeVar R. Farrior**Awarding
Official Email:**
lfarrior@nsf.gov**Managing Program Officer
Name:** Heather L Watson
**Managing Program Officer
Email:** hwatson@nsf.gov

SUMMARY PROPOSAL BUDGET YEAR 1

ORGANIZATION Irvine Valley College				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Brian Monacelli				AWARD NO. 1801019	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Brian Monacelli - PI	1.80	0.00	0.00		13,000		
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00		0		
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	1.80	0.00	0.00		13,000		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00		0		
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00		0		
3. (0) GRADUATE STUDENTS					0		
4. (0) UNDERGRADUATE STUDENTS					0		
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)					0		
6. (0) OTHER					0		
TOTAL SALARIES AND WAGES (A + B)					13,000		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					2,494		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					15,494		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT					0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					2,470		
2. INTERNATIONAL					0		
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$		14,000					
2. TRAVEL		4,500					
3. SUBSISTENCE		0					
4. OTHER		0					
TOTAL NUMBER OF PARTICIPANTS (0)				TOTAL PARTICIPANT COSTS	18,500		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					300		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					800		
3. CONSULTANT SERVICES					15,000		
4. COMPUTER SERVICES					0		
5. SUBAWARDS					90,100		
6. OTHER					2,730		
TOTAL OTHER DIRECT COSTS					108,930		
H. TOTAL DIRECT COSTS (A THROUGH G)					145,394		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) MTDC (Rate: 37.0000, Base: 36794) (Cont. on Comments Page)							
TOTAL INDIRECT COSTS (F&A)					22,864		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					168,258		
K. SMALL BUSINESS FEE					0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					168,258		
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME Brian Monacelli				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

1 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET COMMENTS - Year 1

**** I- Indirect Costs**
MTDC Subaward, \$25,000 base (Rate: 37.0000, Base 25000)

SUMMARY PROPOSAL BUDGET YEAR 2

ORGANIZATION Irvine Valley College				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Brian Monacelli				AWARD NO. 1801019			
				Proposed	Granted		
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Brian Monacelli - PI	1.80	0.00	0.00	13,000			
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0			
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	1.80	0.00	0.00	13,000			
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0			
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00	0			
3. (0) GRADUATE STUDENTS				0			
4. (0) UNDERGRADUATE STUDENTS				0			
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0			
6. (0) OTHER				0			
TOTAL SALARIES AND WAGES (A + B)						13,000	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						2,734	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						15,734	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT						0	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						2,495	
2. INTERNATIONAL						0	
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$				14,000			
2. TRAVEL				4,500			
3. SUBSISTENCE				0			
4. OTHER				0			
TOTAL NUMBER OF PARTICIPANTS (0)							
TOTAL PARTICIPANT COSTS						18,500	
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES						508	
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						800	
3. CONSULTANT SERVICES						15,000	
4. COMPUTER SERVICES						0	
5. SUBAWARDS						91,541	
6. OTHER						4,710	
TOTAL OTHER DIRECT COSTS						112,559	
H. TOTAL DIRECT COSTS (A THROUGH G)						149,288	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) MTDC (Rate: 37.0000, Base: 39247)							
TOTAL INDIRECT COSTS (F&A)						14,521	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						163,809	
K. SMALL BUSINESS FEE						0	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						163,809	
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME Brian Monacelli				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

2 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET YEAR 3

ORGANIZATION Irvine Valley College				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Brian Monacelli				AWARD NO. 1801019			
				Proposed	Granted		
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Brian Monacelli - PI	1.80	0.00	0.00	13,000			
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0			
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	1.80	0.00	0.00	13,000			
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0			
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00	0			
3. (0) GRADUATE STUDENTS				0			
4. (0) UNDERGRADUATE STUDENTS				0			
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0			
6. (0) OTHER				0			
TOTAL SALARIES AND WAGES (A + B)						13,000	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						2,860	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						15,860	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT						0	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						2,520	
2. INTERNATIONAL						0	
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$				14,000			
2. TRAVEL				4,500			
3. SUBSISTENCE				0			
4. OTHER				0			
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS						18,500	
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES						0	
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						800	
3. CONSULTANT SERVICES						15,000	
4. COMPUTER SERVICES						0	
5. SUBAWARDS						93,359	
6. OTHER						6,750	
TOTAL OTHER DIRECT COSTS						115,909	
H. TOTAL DIRECT COSTS (A THROUGH G)						152,789	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) MTDC (Rate: 37.0000, Base: 40930)							
TOTAL INDIRECT COSTS (F&A)						15,144	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						167,933	
K. SMALL BUSINESS FEE						0	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						167,933	
M. COST SHARING PROPOSED LEVEL \$ 0 AGREED LEVEL IF DIFFERENT \$							
PI/PI NAME Brian Monacelli				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

3 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET Cumulative

ORGANIZATION Irvine Valley College				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Brian Monacelli				AWARD NO. 1801019			
				Proposed	Granted		
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Brian Monacelli - PI	5.40	0.00	0.00	39,000			
2.							
3.							
4.							
5.							
6. () OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0			
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	5.40	0.00	0.00	39,000			
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0			
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00	0			
3. (0) GRADUATE STUDENTS				0			
4. (0) UNDERGRADUATE STUDENTS				0			
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0			
6. (0) OTHER				0			
TOTAL SALARIES AND WAGES (A + B)				39,000			
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				8,088			
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				47,088			
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT				0			
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)				7,485			
2. INTERNATIONAL				0			
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$	42,000						
2. TRAVEL	13,500						
3. SUBSISTENCE	0						
4. OTHER	0						
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS				55,500			
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES				808			
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION				2,400			
3. CONSULTANT SERVICES				45,000			
4. COMPUTER SERVICES				0			
5. SUBAWARDS				275,000			
6. OTHER				14,190			
TOTAL OTHER DIRECT COSTS				337,398			
H. TOTAL DIRECT COSTS (A THROUGH G)				447,471			
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
TOTAL INDIRECT COSTS (F&A)				52,529			
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				500,000			
K. SMALL BUSINESS FEE				0			
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				500,000			
M. COST SHARING PROPOSED LEVEL \$ 0 AGREED LEVEL IF DIFFERENT \$							
PI/PD NAME Brian Monacelli				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

C *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

BUDGET JUSTIFICATION

A. SENIOR PERSONNEL

IVC requests funding for the PI (Brian Monacelli): PI will receive a stipend each semester based on calendar months. The PI's work is equal to **1.8 calendar months per year**. His role as PI includes establishing and augmenting the local industry expert network for each partner college. In addition, he will establish the Western Regional network, the Western Regional Photonics Education Advisory Board, and conduct a needs assessment among participating industry partners to establish the framework for collaboration and topics regarding new directions and innovations in the field of optics and photonics. Finally, he will validate competencies that align with industry standards and measure digital badge alignment with industry standards. The hourly rate for non-instructional work is \$41.16/hr. Salary is commensurate to the SOCCCD Academic Employees Salary Schedule, based on non-instructional workload [Yr-1, 2018-19, \$13,000; Yr-2, 2019-20, \$13,000; and Yr-3, 2020-21, \$13,000]. *The total request is \$39,000 over three years.*

The calendar months are allotted for fall, spring, and summer terms for each fiscal year. Compensation related to these terms is based on approximately 97 hours per semester (~6 hours of non-instructional work per week; 32 weeks for fall and spring semesters) and 121 hours in the summer over an 8-week period. The PI is a part-time faculty member and is thus not under contract or academic appointment. The PI is currently teaching one class per semester leaving him ample time in his role as PI. His compensation as PI is based on teaching one extra class per semester in the fall and spring terms but his actual work and pay will be spread out over fall, spring, and summer throughout the calendar year.

B. OTHER PERSONNEL

No funds requested.

C. FRINGE BENEFITS

IVC is requesting funds for statutory benefits for the Principal Investigator (Brian Monacelli). Benefits include California State Teachers' Retirement System, (Yr-1, 16.28%, Yr-2, 18.13%, Yr-3, 19.10%); Medicare, (1.45%); State Unemployment Insurance, (0.5%); and Workers' Compensation (1.40%), [Yr-1, 2018-19, \$2,494; Yr-2, 2019-20, \$2,734; and Yr-3, 2020-21, \$2,860] *The total request is \$8,088.*

D. EQUIPMENT

No funds requested.

E. TRAVEL

IVC is requesting travel for the Principal Investigator. The PI has funds to attend the SPIE Photonics West in San Francisco, CA on a yearly basis. The Registration fees have been budgeted but may be covered by professional memberships, TBD [Yr-1, \$2,470; Yr-2, \$2,495; and Yr-3, \$2,520]. *The total request for travel is \$7,485.*

Conference or Meeting	Travelers	Meeting Days	Registration Fee	Hotel	Airfare	Meals	Taxi/Shuttle or Mileage	Total Travel
SPIE Photonics West (Year 1)	1	4	890	1,080	175	220	105	\$2,470
SPIE Photonics West (Year 2)	1	4	890	1,080	200	220	105	\$2,495
SPIE Photonics West (Year 3)	1	4	890	1,080	225	220	105	\$2,520

F. PARTICIPANT SUPPORT COSTS

IVC is requesting participant support funds for travel allowance and stipends to support Western Region partner college attendance at yearly advisory meetings and curriculum development. Each of the five partner colleges will receive \$900 toward travel reimbursement and \$2,800 for a stipend for curriculum work each year, [Yr-1, \$18,500; Yr-2, \$18,500; and Yr-3, \$18,500]. *The total request is \$55,500.*

G. OTHER DIRECT COSTS

IVC is requesting funds for PRWire to expand social reach and attract new audiences to market photonics and conduct outreach and meetings, [Yr-1, \$300; and Yr-2, \$508]. *The total request is \$808.*

IVC is requesting funds for meeting support at regional advisory meetings and outreach events, [Yr-1, \$750; Yr-2, \$750; and Yr-3, \$750]. *The total request is \$2,250.*

IVC is requesting funds for an external evaluator to provide assessment toward progress of objectives, sustainability, institutionalization, activities compliance, and recommendations for this project annually. BW Research has served as a grant evaluator on several applied workforce development related grants and has recently completed workforce research of the photonics industry in Massachusetts. A rate of \$100/hour, limited to 150 hours per year will be the upper limit for evaluation services, inclusive of travel and expenses [Yr-1, \$15,000; Yr-2, \$15,000; and Yr-3, \$15,000]. *The total request is \$45,000.*

IVC is requesting funds to purchase collaborative platform, Google’s G Suite, to facilitate work and communications among project participants. In Year 1, 33 participants will have access to Google Suites and by Year 3, 100 participants will have access. The cost is \$5 per month, per user [Yr-1, (\$5 X 33 = \$165; \$165 X 12 = \$1,980); Yr-2, (\$5 X 66 = \$330; \$330 X 12 = \$3,960); Yr-3, (\$5 X 100 = \$500; \$500 X 12 = \$6,000)]. *The total request is \$11,940.*

IVC is requesting funds for publications to print and disseminate project findings and outcomes [Yr-1, \$800 Yr-2, \$800; and Yr-3, \$800]. *The total request is \$2,400.*

IVC is requesting funds to subaward partner Lake Washington Technical College for collaborative activities in meeting the goals and objectives of the OPAL TEC grant. A budget, budget justification, and scope of work will be uploaded to NSF Fastlane [Yr-1, \$90,100 Yr-2, \$91,541; and Yr-3, \$93,359]. *The total request is \$275,000.*

H. TOTAL DIRECT COSTS

IVC is requesting funds for total direct costs of \$500,000 less a \$275,000 subaward to partner Lake Washington Technical College [Yr-1, \$145,394; Yr-2, \$149,288; and Yr-3, \$152,789]. *The total request for Total Direct Costs is \$447,471.*

I. TOTAL INDIRECT COSTS

Total indirect costs requested are based on IVC's provisional and negotiated indirect cost rate of 37%, less a \$275,000 subaward, inclusive of indirect on the first \$25,000 of the subaward, and participant support costs [Yr-1, \$22,864; Yr-2, \$14,521; and Yr-3, \$15,144]. *The total indirect costs request is \$52,529.*

J. TOTAL DIRECT & INDIRECT COSTS

IVC is requesting funds for total direct costs and indirect costs for [Yr-1, \$168,258; Yr-2, \$163,809; and Yr-3, \$167,933]. *The total request is \$500,000 for a three-year ATE project grant.*

K. RESIDUAL FUNDS

No funds requested.

L. AMOUNT OF REQUEST

The total amount requested is \$500,000.

M. COST SHARING

Not applicable.

SUMMARY PROPOSAL BUDGET YEAR 1

ORGANIZATION Lake Washington Institute of Technology				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Stephanie Bostwick				AWARD NO. 1801019	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Stephanie Bostwick - Co-PI	2.97	0.00	0.00	23,000			
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0			
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	2.97	0.00	0.00	23,000			
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0			
2. (1) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	2.60	0.00	0.00	21,000			
3. (0) GRADUATE STUDENTS				0			
4. (0) UNDERGRADUATE STUDENTS				0			
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0			
6. (1) OTHER				3,500			
TOTAL SALARIES AND WAGES (A + B)					47,500		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					16,625		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					64,125		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT					0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					8,167		
2. INTERNATIONAL					0		
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____				0			
2. TRAVEL _____				0			
3. SUBSISTENCE _____				0			
4. OTHER _____				0			
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS					0		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					1,000		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					0		
3. CONSULTANT SERVICES					0		
4. COMPUTER SERVICES					0		
5. SUBAWARDS					0		
6. OTHER					183		
TOTAL OTHER DIRECT COSTS					1,183		
H. TOTAL DIRECT COSTS (A THROUGH G)					73,475		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) Salaries & Wages (Rate: 35.0000, Base: 47500)							
TOTAL INDIRECT COSTS (F&A)					16,625		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					90,100		
K. SMALL BUSINESS FEE					0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					90,100		
M. COST SHARING PROPOSED LEVEL \$ 0 AGREED LEVEL IF DIFFERENT \$							
PI/PI NAME Stephanie Bostwick				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

1 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET YEAR 2

ORGANIZATION Lake Washington Institute of Technology				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Stephanie Bostwick				AWARD NO. 1801019	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Stephanie Bostwick - Co-PI	2.97	0.00	0.00		23,460		
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00		0		
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	2.97	0.00	0.00		23,460		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00		0		
2. (1) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	2.60	0.00	0.00		21,420		
3. (0) GRADUATE STUDENTS					0		
4. (0) UNDERGRADUATE STUDENTS					0		
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)					0		
6. (1) OTHER					3,570		
TOTAL SALARIES AND WAGES (A + B)					48,450		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					16,958		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					65,408		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT					0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					8,492		
2. INTERNATIONAL					0		
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____					0		
2. TRAVEL _____					0		
3. SUBSISTENCE _____					0		
4. OTHER _____					0		
TOTAL NUMBER OF PARTICIPANTS (0)				TOTAL PARTICIPANT COSTS	0		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					500		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					0		
3. CONSULTANT SERVICES					0		
4. COMPUTER SERVICES					0		
5. SUBAWARDS					0		
6. OTHER					183		
TOTAL OTHER DIRECT COSTS					683		
H. TOTAL DIRECT COSTS (A THROUGH G)					74,583		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) Salaries & Wages (Rate: 35.0000, Base: 48450)							
TOTAL INDIRECT COSTS (F&A)					16,958		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					91,541		
K. SMALL BUSINESS FEE					0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					91,541		
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME Stephanie Bostwick				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

2 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET YEAR **3**

ORGANIZATION Lake Washington Institute of Technology				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Stephanie Bostwick				AWARD NO. 1801019	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. Stephanie Bostwick - Co-PI	2.97	0.00	0.00		23,929		
2.							
3.							
4.							
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00		0		
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	2.97	0.00	0.00		23,929		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00		0		
2. (1) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	2.60	0.00	0.00		21,848		
3. (0) GRADUATE STUDENTS					0		
4. (0) UNDERGRADUATE STUDENTS					0		
5. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)					0		
6. (1) OTHER					3,641		
TOTAL SALARIES AND WAGES (A + B)					49,418		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					17,296		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					66,714		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT					0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					8,664		
2. INTERNATIONAL					0		
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____					0		
2. TRAVEL _____					0		
3. SUBSISTENCE _____					0		
4. OTHER _____					0		
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS					0		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					500		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					0		
3. CONSULTANT SERVICES					0		
4. COMPUTER SERVICES					0		
5. SUBAWARDS					0		
6. OTHER					184		
TOTAL OTHER DIRECT COSTS					684		
H. TOTAL DIRECT COSTS (A THROUGH G)					76,062		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) Salaries & Wages (Rate: 35.0000, Base: 49419)							
TOTAL INDIRECT COSTS (F&A)					17,297		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					93,359		
K. SMALL BUSINESS FEE					0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					93,359		
M. COST SHARING PROPOSED LEVEL \$ 0 AGREED LEVEL IF DIFFERENT \$							
PI/PI NAME Stephanie Bostwick				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

3 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET Cumulative

ORGANIZATION Lake Washington Institute of Technology				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Stephanie Bostwick				AWARD NO. 1801019	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1.	Stephanie Bostwick - Co-PI	8.91	0.00	0.00	70,389		
2.							
3.							
4.							
5.							
6.	() OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0		
7.	(1) TOTAL SENIOR PERSONNEL (1 - 6)	8.91	0.00	0.00	70,389		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1.	(0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0		
2.	(3) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	7.80	0.00	0.00	64,268		
3.	(0) GRADUATE STUDENTS				0		
4.	(0) UNDERGRADUATE STUDENTS				0		
5.	(0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0		
6.	(3) OTHER				10,711		
TOTAL SALARIES AND WAGES (A + B)					145,368		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					50,879		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					196,247		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT					0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					25,323		
2. INTERNATIONAL					0		
F. PARTICIPANT SUPPORT COSTS							
1.	STIPENDS \$ _____	0					
2.	TRAVEL _____	0					
3.	SUBSISTENCE _____	0					
4.	OTHER _____	0					
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS					0		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					2,000		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					0		
3. CONSULTANT SERVICES					0		
4. COMPUTER SERVICES					0		
5. SUBAWARDS					0		
6. OTHER					550		
TOTAL OTHER DIRECT COSTS					2,550		
H. TOTAL DIRECT COSTS (A THROUGH G)					224,120		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
TOTAL INDIRECT COSTS (F&A)					50,880		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					275,000		
K. SMALL BUSINESS FEE					0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					275,000		
M. COST SHARING PROPOSED LEVEL \$ 0 AGREED LEVEL IF DIFFERENT \$							
PI/PI NAME Stephanie Bostwick				FOR NSF USE ONLY			
ORG. REP. NAME* Rachel Manders				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

C *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

LWTEch BUDGET JUSTIFICATION

A. SENIOR PERSONNEL

LWTEch requests funding for the Co-PI (Stephanie Bostwick) in support of the OER curriculum development: PI will receive one-third release time each quarter. This is the equivalent of 2.97 calendar months and is funded at \$21,800 in year 1. During the summer, she will work 34 hours or .21 calendar months; this is funded at \$1,200 in year 1. These calendar months continue throughout the project with a 2% increase each year.

The Co-PI and librarian at LWTEch will begin with the content of Course I: Introduction to Light and Lasers. Rather than utilizing existing OP-TEC content, the Co-PI will use a combination of existing open source content and newly created content to create an OER version of this course. The course will be distributed to partner colleges and licensed such that each college can modify and redistribute content to the network. Partner colleges can then choose whether to use the original OER content or the content updated by the network moving forward.

Meetings will be held via Google Hangouts at a minimum of once per quarter to allow each partner college to provide input and feedback regarding the course content. Based on these discussions, updates will be made to the courses. These updates may be made by the partner colleges and/or the PI and Co-PI. Google Forms will be utilized to survey instructors and students using the course material in order to get critical feedback as to what aspects are working well and what changes should be implemented.

The LWTEch team will host Google Hangouts with partner colleges and industry advisory board members to determine which badges should be used as well as criteria for earning each badge. These badges offered by Badgr will be incorporated into the Canvas LMS and linked to the OER content built. These badges will allow us to be very specific regarding student qualifications including specific work with electronics and laser systems. These badges will allow employers to view all students in the partner network on a level playing field and select those with the desired qualifications [Yr-1, 2018-19, \$23,000; Yr-2, 2019-20, \$23,460; and Yr-3, 2020-21, \$23,929]. *The total request is \$70,389 over three years.*

The calendar months are allotted for fall, winter, and spring terms for each fiscal year. Compensation related to these terms is based on approximately 63 hours per quarter (~6 hours of non-instructional work per week; 10 weeks for fall, winter, and spring quarters).

B. OTHER PERSONNEL

LWTEch requests funding for a part-time librarian at 15 hours per week in support of the OER curriculum. At LWTEch, faculty librarians and other library team members have aided educators in their development of OER. This support has included researching, evaluating and selecting pre-existing OER in desired and related subject areas. Librarians have provided consultation on necessary original OER requirements, created course plans and outlines in the context of OER creation and assisted with the verification/validation of any licensing requirements for OER developed and used at the college. Additionally, selected members of the library team have been responsible for contributing to the overall ecosystem/learning environment and OER, ensuring a strong culture of openness throughout the campus community. This will be a total of 720 hours a year at y \$29.17/hour for a total of \$21,000 per year. This equivalent of 2.6 calendar months.

The Office of Research and Grants will provide support in tracking students (through Tableau data dashboards) and support of evaluation efforts. This is estimated at 560 hours of work at \$70/hour and this is a total of \$3,500 in year one. This is equivalent to .31 calendar months.

Each subsequent year includes a 2% cost-of-living adjustment per the anticipated state increases [Yr-1, 2018-19, \$24,500; Yr-2, 2019-20, \$24,990; and Yr-3, 2020-21, \$25,490]. *The total request is \$74,980 over three years.*

C. FRINGE BENEFITS

LWTEch is requesting funds for statutory benefits for the Co-PI (Stephanie Bostwick), librarian and Office of Research and Grants support. This is calculated at 35% of direct wages and salaries per LWTEch's negotiated rate [Yr-1, 2018-19, \$16,625; Yr-2, 2019-20, \$16,958; and Yr-3, 2020-21, \$17,296]. *The total request is \$50,879.*

D. EQUIPMENT

No funds requested.

E. TRAVEL

LWTEch is requesting travel for the Co-PI and librarian to attend conferences including the annual ATE conference in Washington, DC and collaborative mentoring events at IVC [Yr-1, \$8,167; Yr-2, \$8,492; and Yr-3, \$8,664]. *The total request for travel is \$25,323.*

F. PARTICIPANT SUPPORT COSTS

No funds requested.

G. OTHER DIRECT COSTS

LWTEch is requesting funds materials and supplies, [Yr-1, \$1000; Yr-2, \$500; and Yr-3, \$500]. *The total request is \$2000.*

LWTEch is requesting funds for meeting support at LWTEch, [Yr-1, \$183; Yr-2, \$183; and Yr-3, \$183]. *The total request is \$549.*

H. TOTAL DIRECT COSTS

Lake Washington Tech, a sub awardee, is requesting total direct costs as follows: [Yr-1, \$73,475; Yr-2, \$74,583; and Yr-3, \$76,062]. The total request for Total Direct Costs is \$224,120.

I. TOTAL INDIRECT COSTS

Total indirect costs requested are based on LWTEch's provisional and negotiated indirect cost rate of 35% of direct salaries and wages [Yr-1, \$16,625; Yr-2, \$16,958; and Yr-3, \$17,297]. *The total indirect costs request is \$50,880.*

J. TOTAL DIRECT & INDIRECT COSTS

LWTEch is requesting funds for total direct costs and indirect costs for [Yr-1, \$90,100; Yr-2, \$91,541; and Yr-3, \$93,359]. *The total request is \$275,000 for a three-year ATE project grant.*

K. RESIDUAL FUNDS

No funds requested.

Stephanie Bostwick, Co-PI

IVC OPAL TEC

L. AMOUNT OF REQUEST

The total amount requested is \$275,000.

M. COST SHARING

Not applicable.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District, College and Career Access Pathways Partnership Agreement, 2019-2022

ACTION: Approval

BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Laguna Beach Unified School District (LBUSD) and South Orange County Community College District [SOCCCD (Irvine Valley College)] to enter into an agreement to deliver Irvine Valley College (IVC) courses to students in LBUSD high schools. This partnership provides the opportunity for students to gain an early start to a certificate and/or degree in a variety of fields, including biotechnology, music, psychology, communications and languages. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

STATUS

The IVC agreement with LBUSD is a three-year term and will offer courses in languages, communications, music, biotechnology and psychology. Other courses may be added as needed by mutual agreement of IVC and LBUSD. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022.

This is the fourth College and Career Access Pathways (CCAP) agreement between Irvine Valley College and local high school districts. From fall 2016 through spring 2018, CCAP programs have served 476 unduplicated students.

This item was presented to the Board of Trustees for review and study on January 22, 2019.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Ann-Marie Gabel, Vice Chancellor, Business Services

**DUAL ENROLLMENT
SOCCCD (IRVINE VALLEY COLLEGE)-LAGUNA BEACH UNIFIED SCHOOL
DISTRICT
COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
2019-2022**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District [SOCCCD (Irvine Valley College)] and Laguna Beach Unified School District (LBUSD). The agreement is effective March 1, 2019 through August 30, 2022.

For clarity this document includes all sections of Education Code 76004.

AB 288, Holden. Public schools: College and Career Access Pathways partnerships filed with the California Secretary of State October 8, 2015. Section 76004 is added to the Education Code, to read:

76004. Notwithstanding Section 76001 or any other law:

(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

(b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: January 22, 2019
- (b) Public Comment/Approval Board Meeting Date: February 25, 2019

LBUSD Board Meetings:

- (a) Information Board Meeting Date: January 15, 2019
- (b) Public Comment/Approval Board Meeting Date: February 12, 2019

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community

college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 100 or more per term.
- (b) Total number of FTES projected to be claimed under this Agreement: approximately 30-45 per term (based on 100-150 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each term during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

(2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi

Title: Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs

Contact Information: (949) 451-5204, tfahimi@ivc.edu

LBUSD Point of Contact:

Name: Alysia Odipo

Title: Assistant Superintendent, Instructional Services

Contact Information: (949) 497-7700, aodipo@lbusd.org

(3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office: March 15, 2019.

By Whom: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, Irvine Valley College

(d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

SOCCCD (Irvine Valley College) agrees to abide by sections (d), (e), and (f) above.

(g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.

(h) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis which will be kept on file at the South Orange College Community College District and the Laguna Beach Unified School District.

(i) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no existing high school teachers will be displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(j) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no Irvine Valley College faculty members have been displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:
(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

SOCCCD (Irvine Valley College) hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at Irvine Valley College.

(2) A community college course that is oversubscribed or has a waiting list

shall not be offered in the CCAP partnership.

SOCCCD (Irvine Valley College) hereby certifies that college departments offering the courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the term.

(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

SOCCCD (Irvine Valley College) hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at Irvine Valley College.

(l) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

*(m) The CCAP partnership agreement shall specify both of the following:
(1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.*

Laguna Beach Unified School District will be the employer of record for all District-paid teachers participating in this Agreement.

SOCCCD will be the employer of record for all community college-paid faculty teaching at the high schools listed in this Agreement.

(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

Laguna Beach Unified School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

SOCCCD (Irvine Valley College) will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that any remedial course work will be offered in compliance with the conditions specified above in (n).

(o) (1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

(2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

(p) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 11 units per term if all of the following circumstances are satisfied:

(1) The units constitute no more than four community college courses per term.

(2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.

(3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in (o), (1), (2), and (3).

(r) A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

LBUSD and SOCCCD (Irvine Valley College) agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction for each CCAP pathway listed in Appendix A.

SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high

school day for each CCAP pathway listed in Appendix A.

Pursuant to section (p) above, for each CCAP pathway listed in Appendix A pupils under this Agreement could take up to 11 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(s) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.

(t) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:

(A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

(B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.

(C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.

(D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

SOCCCD (Irvine Valley College) and LBUSD agree to annually report to the office of Chancellor of the California Community College sections A through D above.

(2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:

(A) Any recommended changes to the statewide cap on special admit full-time equivalent students to ensure that adults are not being displaced.

(B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.

(3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.

(u) The annual report required by subdivision (t) shall also be transmitted to all of the following:

(1) The Legislature, in compliance with Section 9795 of the Government Code.

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not

necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

(w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.

(x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.

(y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

In compliance with AB 288, assessment of the LBUSD students' benefit from the courses taken as part of the CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

EXIT CLAUSE

For purposes of allowances and apportionments from Section B of the State School Fund, Irvine Valley College reserves the right to cancel this program or convert a CCAP pathway into a fee-based contract education program if the South Orange County Community College District experiences a workload reduction, a significant budget reduction, a regulatory change disallowing apportionment for special admissions (high school) students, or elimination of basic aid funding of the South Orange County Community College District. Irvine Valley College will communicate any necessary change in writing within 5 working days. A change to fee-based instruction would be effective for the following term.

LBUSD reserves the right to cancel this program or work with Irvine Valley College to move it to another site if LBUSD experiences a significant budget reduction, staffing issues, facilities issues, low enrollment or other unforeseen difficulties. LBUSD will communicate any necessary change in writing within 5 working days prior to the cancellation going into effect.

SHARING OF EXPENSES

The sharing of expenses will be determined by mutual agreement between LBUSD and SOCCCD (Irvine Valley College) and recorded within the Appendix attachment for each CCAP program of study.

WORKERS' COMPENSATION INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall obtain and keep in full force during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance in a form and amount covering SOCCCD's and LBUSD's full liability under the

Workers' Compensation Insurance and Safety Act of the State of California.

GENERAL LIABILITY INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 excess/umbrella liability.

LBUSD agrees to provide the proper endorsement to the policies stating, "South Orange County Community College District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by SOCCCD shall be excess and noncontributory."

SOCCCD agrees to provide the proper endorsement to the policies stating, "Laguna Beach Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by LBUSD shall be excess and noncontributory."

HOLD HARMLESS CLAUSE

The South Orange County Community College District shall not be liable to the Laguna Beach Unified School District for personal injury or property damage sustained by Laguna Beach Unified School District in the performance of this Agreement, whether caused by Laguna Beach Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

The Laguna Beach Unified School District shall not be liable to the South Orange County Community College District for personal injury or property damage sustained by South Orange County Community College District in the performance of this Agreement, whether caused by South Orange County Community College District, Laguna Beach Unified School District, its officers, agents or employees, or by any third party.

Laguna Beach Unified School District agrees to and does hereby indemnify, hold harmless and defend the South Orange County Community College District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.

South Orange County Community College District agrees to and does hereby indemnify, hold harmless and defend the Laguna Beach Unified School District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorney's fees), of any nature whatsoever arising out of or in any way connected with this Agreement.

In witness thereof, the Chancellor of the South Orange Community College District, the President of Irvine Valley College, and the Superintendent of the Laguna Beach Unified School District are the signatories of this Memorandum of Understanding.

Ann-Marie Gabel,
Vice Chancellor, Business Services
South Orange County Community College District

Date

Dr. Glenn R. Roquemore,
President
Irvine Valley College

Date

Dr. Jason Vilorio
Superintendent
Laguna Beach Unified School District

Date

APPENDIX A

SCOPE, NATURE, TIME, LOCATION AND LISTING OF COMMUNITY COLLEGE COURSES TO BE OFFERED

SCOPE:

To be determined by mutual agreement during the timespan of this agreement. Approximately 200 hours of classroom lecture and/or laboratory college-level instruction per course in a variety of courses that constitute pathways to degrees, certificates and/or transfer.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in a variety of fields offered by Irvine Valley College. Offerings are open to students of the LBUSD exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

The IVC courses will be scheduled at LBUSD campuses or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand. If requested, courses may be offered at Irvine Valley College.

COURSE DESCRIPTIONS (LISTING):

The courses listed below may be offered during the effective dates of this agreement by mutual agreement. Neither the SOCCCD nor LBUSD are obligated to offer these courses. More courses may be added to this list by mutual agreement between LBUSD and IVC at any time during the partnership agreement.

BIO 10 BIOCHEMISTRY FOR HEALTH SCIENCES *4 Units - 3 hours lecture, 3 hours lab* *Transfers: CSU, UC*

Recommended Preparation: MATH 350A, MATH 350B, MATH 350C, MATH 350D, MATH 350E, MATH 350F, MATH 350G, MATH 350H

This course addresses the application of chemical principles to biological systems, especially at the cellular level of structure and function. Essential topics include the nature of biologically important solutions and colloids; structure, functions and interactions of biological macromolecules; interactions of biological molecules in formation and functions of biological membranes; intracellular metabolism and enzyme functions; and genetic control of biological functions. The course is intended for health science students who have no previous background in sciences.

BIOT 70: Introduction to Biotechnology 3 Units: 3 hours lecture

Transfers: CSU, UC

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems, develop or make useful products, perform specific industrial or manufacturing processes such as the bio-conversion of organic waste and the use of genetically altered bacteria in the cleanup of oil spills. This course is an introduction to the field of biotechnology including a history of its origin and development, a survey of modern industrial applications and accomplishments, ethical considerations, and career paths. Industry practices and ethics will be emphasized. Field trips may be required.

BIOT 70L: Introductory Biotechnology Laboratory 1 Unit: 3 hours lab

Transfers: CSU, UC

This laboratory course addresses basic skills and techniques common to the biotechnology industry. Topics include measurement of activity and quantity of proteins, growth and manipulation of bacteria, genetic engineering and antibody methods. This course is intended for students majoring in applied biotechnology and is the recommended course to accompany BIOT 70.

BIOT 273 Biotechnology A: Basic Lab Skills 4 Units: 3 hours lecture, 3 hours lab

Biotechnology transforms knowledge that emerges from life science research into products of value to people. This course provides students with a foundation in techniques necessary to work as effective professionals in a biotechnology laboratory or production facility. Emphasis placed on metrology (the study of measurement), solution preparation and sterilization, aseptic technique, performing assays and basic biological separation methods. The course integrates ethical considerations along with product quality systems documentation; trouble-shooting; calibration, accuracy and precision error reduction. Integrating a "quality-mind-set" into their laboratory work is important for students who plan to work in a biotechnology company or someday aspire to generate meaningful results in a research environment

COMM 1 COMMUNICATION FUNDAMENTALS

3 Units - 3 hours lecture

Transfers: CSU, UC

This course offers students an opportunity to understand and use the components and processes of oral communication. The course is designed to develop fundamental skills in effective listening; selecting and researching topics; organizing and supporting ideas; preparing and presenting informative and persuasive speeches; and evaluating speech content and delivery. Student presentations are required. Credit may be earned in either COMM 1 or [COMM 1H](#), but not both. C-ID: COMM 110.

COMM 2 PERSUASION 3 Units - 3 hours lecture

Transfers: CSU, UC

Prerequisite: [COMM 1](#)

This course examines the components of persuasive messages. The course focuses upon ethics, logic, reasoning, and fallacies as they relate to the use of evidence, speaker credibility, and emotional appeals directed toward various types of audiences. C-ID: COMM 190.

COMM 3 ARGUMENTATION AND DEBATE 3 Units - 3 hours lecture

Transfers: CSU, UC

Prerequisite: COMM 1

This course focuses on the application of argumentative methods, analysis, sound reasoning, and critical thinking. Students participate in various types of debates on current topics, conducting research, formulating propositions, and discovering issues as they apply to social and personal decision making. C-ID: COMM 120.

MUS 28 HISTORY OF ROCK MUSIC 3 Units - 3 hours lecture

Transfers: CSU, UC

This course traces the development and history of rock music in the United States. Students study musical, sociological and political aspects of rock music as well as important people, ensembles, and institutions of the genre. The course includes a general study of musical elements such as melody, harmony, rhythm and orchestration as they pertain to the diverse styles of rock music. Attendance at live concerts may be required.

PSYC 1 INTRODUCTION TO PSYCHOLOGY 3 Units - 3 hours lecture

Transfers: CSU, UC

Prerequisite: Eligibility for WR 201, ESL 201 or WR 399

This course is an introduction to the major concepts, theoretical perspectives, empirical findings, and historical trends in psychology. Credit may be earned in either PSYC 1 or PSYC 1H, but not both. C-ID: PSY 110

SIGN 21 BEGINNING AMERICAN SIGN LANGUAGE I 4 Units - 4 hours lecture

Transfers: CSU, UC

This course is designed to develop the student's ability to understand and communicate in American Sign Language (ASL). The course introduces the language of sign; the manual alphabet (finger spelling); and the basic vocabulary, grammar, syntax, and conversational conventions of ASL. The emphasis is on ASL as a visual-gestural language and on the unique cultural and linguistic features of the Deaf community. SIGN 21 is equivalent to two years of high school ASL.

SIGN 22 BEGINNING AMERICAN SIGN LANGUAGE II 4 Units - 4 hours lecture

Transfers: CSU, UC

Prerequisite: SIGN 21

This course is designed to further develop the student's ability to understand and communicate in American Sign Language (ASL). The emphasis is on expanding ASL vocabulary and finger-spelling skills and on syntactical accuracy. This course discusses the appropriate use of sign language in various social contexts and examines cultural versus pathological perspectives on Deafness. SIGN 22 is equivalent to three years of high school ASL.

COSTS:

Instructor: Will be provided by: Irvine Valley College
Estimated cost: 1.5 LHE x \$1,500 = \$2,250 per class
3 LHE x \$1,500 = \$4,500 per class
4 LHE x \$1,500 = \$6,000 per class
5 LHE x \$1,500 = \$7,500 per class

Textbooks: are not required
✓ are required
Will be provided by: LBUSD
Estimated cost (based on max enrollment):
Year 1: Will vary based on class requirements
Year 2: Will vary based on class requirements

Supplies: Will be provided by: LBUSD
Estimated cost: Varies by course. There are no materials or supplies fees associated with most of the above-listed classes.

Fees: Will be provided by: LBUSD
Estimated cost: A health fee is assessed for courses offered online or at the Irvine Valley College campus. Health fees vary by term and may change during the course of this agreement. Check the college website for current health fees. Other fees are waived per AB288.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019

ACTION: Approval

BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into agreement to deliver Saddleback College (SC) courses to students in CUSD high schools. This partnership will provide opportunities for students to gain an early start to certificated and/or degree programs in a variety of fields. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

STATUS

Saddleback College has worked in close collaboration with CUSD to develop their first College and Career Access Pathways Partnership agreement (EXHIBIT A). This agreement begins with offering Counseling 100 courses at CUSD designated high schools in spring 2019, as identified in the Appendix, and lays the groundwork for expanding dual enrollment into other disciplines. All terms and conditions are outlined in the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement, spring - fall 2019.

This item was presented to the Board of Trustees for review and study on January 22, 2019.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement for February 26, 2019 to December 31, 2019.

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
2019**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as “Agreement” between Saddleback College (“COLLEGE”) a college of the South Orange County Community College District, (SOCCCD), 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Capistrano Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the South Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, SOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on February 26, 2019 and ending on December 31, 2019. Any amendments to this agreement will

be submitted for Board approval by the community college Board and the school district Board.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those course Sec. 2(c)(1). The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for

the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)

- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out an authorization form.
- 3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The SOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Procedures.

- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE Employees, that extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.

- 7.3 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.4 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.9 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.10 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.11 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 SOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance

counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1 15.

15. PRIVACY OF STUDENT RECORDS

- 15.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- 15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information

pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- 15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16. REIMBURSEMENT

- 16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

17. FACILITIES

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

18. INDEMNIFICATION

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SOCCCD and its governing board, officers, employees,

administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

- 18.2 The SOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

19. INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.
- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing

services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

20. NON-DISCRIMINATION

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

21. TERMINATION

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 22.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. NOTICES

22.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: Kari Irwin, Assistant Dean, Career Technical Education

SOCCCD

South Orange County Community College District

28000 Marguerite Parkway

Mission Viejo, CA 92692

Attn: Priya Jerome, Executive Director of Business Services

SCHOOL DISTRICT

Capistrano Unified School District

33122 Valley Road

San Juan Capistrano, CA 92675

Attn: Josh Hill, Assistant Superintendent, Curriculum & Instruction

23 INTEGRATION

- 23.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

24 MODIFICATION AND AMENDMENT

- 24.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

25 GOVERNING LAWS

- 25.1 This agreement shall be interpreted according to the laws of the State of California.

26 COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 26.1 For locations outside the geographical boundaries of SOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

27 SEVERABILITY

27.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

28 COUNTERPARTS

28.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

South Orange County Community College District Board Meetings:

- (a) Information Board Meeting Date: January 22, 2019
- (b) Public Comment Board Meeting Date: February 25, 2019

School District Board Meetings:

- (a) Information Board Meeting Date:
- (b) Public Comment Board Meeting Date:

CAPISTRANO UNIFIED SCHOOL DISTRICT

SOUTH ORANGE COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

APPENDIX

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Kari Irwin	949-582-4273	kirwin@saddleback.edu
School District:	Josh Hill	949-234-9261	JJHill@capousd.org

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2018-2019 COLLEGE: Saddleback College

EDUCATIONAL PROGRAM: Counseling 100 SCHOOL DISTRICT: Capistrano Unified School District

HIGH SCHOOLS: Aliso Niguel/ Capo Valley/Dana Hills/San Clemente/San Juan Hills/Tesoro

TOTAL NUMBER OF STUDENTS TO BE SERVED: 350	TOTAL PROJECTED FTES: 18
--	--------------------------

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. Counseling 100- College Success	C100	Spring 2019	1-2:30	Tues or Wed or Thurs	Bonitatis C., Collins, K., Gaucin J., Long E., Lopez-Ediss C., Marchioni, R., Montoya. J., Sauter B., Terrazas C.	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

The Student Learning Outcomes are: Identify and describe college resources and services available at Saddleback College. Describe and apply all components of the matriculation process. Develop a first semester academic plan.

- 4. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
C100	N/A	\$0		\$0

5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Various CUSD sites	Various	Tues or Wed or Thurs	1:00pm-2:30pm

CAPISTRANO UNIFIED SCHOOL DISTRICT

SOUTH ORANGE COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Award, Saddleback College, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Stanford University

ACTION: Approval

BACKGROUND

Saddleback College received an \$8,819,760 award from the National Science Foundation (NSF) for a five-year period from September 1, 2018 to August 31, 2023. In order to accomplish the goals of the project, Saddleback College intends to issue subaward agreements to four entities: Growth Sector, San Jose Evergreen Community College District, Community College of Baltimore County, and Stanford University to perform essential project activities as originally proposed to the NSF.

STATUS

The subaward agreement to Stanford University (EXHIBIT A) includes all data elements and terms and conditions required in order to comply with all federal, state and local regulations and policies related to the issuance of subawards under federal awards. Stanford University will play an essential role in the NSF INCLUDES Alliance by functioning as the hub institution for partner colleges in the northern California and Pacific Northwest/Washington State regions and coordinating hub communications, dissemination, and implementation of the STEM Core model, and coordinating professional development opportunities for all Alliance partner faculty, counselors and student support specialists. The subaward will be in the amount of \$653,400 over a five-year period, as originally proposed and awarded by NSF, subject to availability of funds authorized by NSF to Saddleback College.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this subaward to Stanford University for \$653,400 over five years under Saddleback College's NSF Cooperative Agreement award HRD-1834628.

Cost Reimbursement Research Subaward Agreement

Run Template

Federal Awarding Agency: National Science Foundation (NSF)	
Pass-Through Entity (PTE): Saddleback College	Subrecipient: Stanford University
PTE PI: Jim Zoval	Sub PI: Jo Boaler
PTE Federal Award No: HRD-1834628	Subaward No: SC - SUB - G1300
Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion	
Subaward Period of Performance (Budget Period): Start: 09/01/2018 End: 08/31/2019	Amount Funded This Action (USD): \$ 161,077.00
Estimated Project Period (if incrementally funded): Start: 09/01/2018 End: 08/31/2023	Incrementally Estimated Total (USD): \$ 653,400.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity: Name: _____ Date: _____ Title: _____	By an Authorized Official of Subrecipient: Name: _____ Date: _____ Title: _____
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Attachment 1
Certifications and Assurances

Subaward Number:

SC - SUB - G1300

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award and PTE Terms and Conditions

Subaward Number
SC - SUB - G1300

Required Data Elements

The data elements required by Uniform Guidance are incorporated as entered

Federal Award Issue Date	FAIN	CFDA No.
08/30/2018	HRD-1834628	47.076

This Subaward Is:

Research & Development

CFDA Title
Education and Human Resources

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditures of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency’s website:
https://nsf.gov/pubs/policydocs/pappg18_1/index.jsp
2. 2 CFR 200 and 2 CFR 2500.
3. The Federal Awarding Agency’s grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: <http://www.nsf.gov/bfa/dias/policy/grants.jsp>
4. Research Terms and Conditions, including any Federal Awarding Agency’s Specific Requirements found at: <https://www.nsf.gov/awards/managing/rtc.jsp> except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Copyrights:

Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE’s obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: _____ (PTE or Subrecipient).

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NSF – NSF PAPPG Chapter IX.A

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be report to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Additional Terms:

Audits:

As required by California Education Code Section 84040, PTE and Subrecipient will conduct their annual financial and compliance audits with each covering the cost for their respective audits.

Certification:

Acceptance of this Subaward constitutes certification that the Subrecipient is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act (1990), Ed Code 87100, Title V, California Code of Regulations Policy Number 3010(x).

Disputes:

All claims, disputes, and other matters in question between the PTE and Subrecipient arising out of or relating to this Subaward or the breach thereof shall be addressed in the following manner. The PTE and Subrecipient shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the PTE and Subrecipient may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the PTE and Subrecipient are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest South Orange County Community College District office involved in the suit. Should it be necessary for either PTE or Subrecipient to initiate legal proceedings to resolve disputes arising out of or relating to this Subaward, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a

dispute, controversy or question shall have arisen in the interpretation of any provision of this Subaward, the performance of any work, the delivery of any material, the payment of any moneys to Subrecipient, or otherwise, Subrecipient agrees that it will not directly or indirectly stop or delay the work directed by PTE, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

Indemnification:

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

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

Insurance:

Subrecipient agrees to maintain, in full force and effect, at Subrecipients expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of no less than One Million Dollars (\$1,000,000).

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

All policies required by this Subaward shall provide that PTE shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

Independent Contractor:

Subrecipient, in the performance of this Subaward, shall be and act as an independent contractor and not an employee of PTE. Subrecipient, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of PTE, and are not entitled to benefits of any kind or nature normally provided employees of PTE and/or to which PTE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PTE assumes the full responsibility of his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Subaward. Subrecipient 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 Subrecipient's employees. Subrecipient agrees to indemnify and hold PTE harmless from and against any and all liability arising from any failure or alleged failure of Subrecipient 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 Subrecipient's employees.

Law:

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

Assignment:

Neither PTE nor Subrecipient shall assign or transfer any of its rights or obligations under this Subaward, including by operation of law or change of control or merger, without the other's prior written consent.

Non-Waiver:

The failure of PTE or Subrecipient to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Subaward, 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.

Entire Agreement and Amendment:

This Subaward constitutes the entire agreement and understanding between the PTE and Subrecipient, and is a complete and exclusive statement of the terms of the PTE and Subrecipient agreement pursuant to Code of Civil Procedure Section 1856.

Approval by South Orange County Community College's Board of Trustees:

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

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
SC - SUB - G1300

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email: Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

Science Building, 3rd Floor
28000 Marguerite Parkway
Mission Viejo, CA 92692

Administrative Address:

AGB 116
28000 Marguerite Parkway
Mission Viejo, CA 92692

Invoice Address:

AGB 120
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attachment 3B
Subrecipient Contacts

Subaward Number:
SC - SUB - G1300

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name:

EIN No.: Institution Type:

DUNS: Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent DUNS: *This section for U.S. Entities:* Zip Code [Look-up](#)

Place of Performance Address Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
SC - SUB - G1300

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
SC - SUB - G1300

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Send copies of all technical reports checked above to: Gary Barnak,
gbarnak@saddleback.edu and the SC Grants Office, scgrants@saddleback.edu

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
SC - SUB - G1300

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="28.6"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

Budget Totals

Direct Costs \$
Indirect Costs \$
Total Costs \$

All amounts are in United States Dollars

NSF INCLUDES Statement of Work

Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
Period of Performance Sept 1, 2018 – August 31, 2023

Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Stanford Sub-award
BUDGET Narrative – Stanford Educational Leadership Initiative (SELI) and Stanford University YouCubed

SELI will function as the Hub for the Northern California and Washington state STEM Core partner colleges, hereafter referred to as the Pacific Northwest (PNW) Hub

The PNW Hub will play a role in developing relationships with community college, regional and statewide leaders, political leaders, workforce and economic development leaders and philanthropic organizations, which will play a part in sustaining the STEM Core model.

Under the direction of senior personnel Jo Boaler SELI will perform hub coordinator duties for the PNW, including:

- Engage with partner colleges that have agreed to implement the STEM Core Model
- Assist Growth Sector in ensuring each PNW Hub partner college has a plan to implement a Fall 2018 or Fall 2019 STEM Core cohort with a Student Support Specialist (SSS).
- Provide assistance to PNW Hub partner colleges in finding cohort student internship opportunities
- Conduct quarterly PNW Hub partner meetings
- Develop the data infrastructure to monitor and respond to emerging network needs
- Monitor STEM Core Hub data for continuous improvement
- Coordinate professional development for faculty, student support specialists, and allied employers representing the fields of advanced manufacturing, engineering technology, and computer science.
- Direct annual convening for national STEM Core Alliance for five years
- Host National STEM Core Convening in Year 1 (March 7-8, 2019)
- Assist with internship- and employer-development in the PNW Hub region
- Liaise with economic development partners to develop internship opportunities and program sustainability
- Assist Saddleback College in the collection of PNW Hub region student academic data

The PNW Hub will collect and report the following data to the grant PI and Growth Sector on an annual basis and in some cases quarterly as required:

- Number of regional networked colleges
- Number of additional workforce and community partners characterized by role and program resource contribution
- Number and program contributions of regional employers
- Number of extended dual credit STEM Core programs at high school and community-based organizations
- Additional regional public/private funding over grant term

- Number of Hub presentations at regional or national convenings
- STEM Core key elements promoted/funded in related regional programs/policies/resources
- List of the colleges' dual-credit STEM Core programs at high school and or community-based organization.
- Report dual enrollment at alliance partner colleges in PNW Hub

Perform grant duties as follows

- Establish goals for collaborative learning for faculty and SSS through strategic planning, surveys and reports
- Attend and support PI approved annual STEM Core network national convenings
- Attend required annual meeting at NSF headquarters in Washington, D.C.
- Provide the PI, or his designated representative, with required quarterly and annual reports
- Communicate with Stanford Office of Sponsored Research to submit invoices in a timely manner
- Communicate activities and other required information with other grant stakeholders, including other Hubs and the backbone organization, Growth Sector
- Communicate required data with the designated external evaluator
- Develop Professional Development materials and/or programs including Week of Inspirational math videos for community college faculty
- Engage with Hubs and the national STEM Core network to deliver and implement Professional Development materials and/or programs on equity-oriented faculty and SSS Professional Development.
- Collaborate with employers on defining skills receiving greatest labor market demand for students with 2- and 4-year degrees and CTE credentials
- Engage with Hubs (Southern CA, Metro DC, and Colorado/New Mexico) to plan, implement and disseminate Professional Development

Sponsor / Prime Sponsor Saddleback College / NSF
Period of Performance 1/1/18 (???)

Principal Investigator			\$161,077		\$158,998		\$156,087		\$91,261		\$85,977		\$ 653,400	
Jo Boaler													0	
Expense Items	COLA	Fringe	Unit rate	FTE (Y1)	Year 1	FTE (Y2)	Year 2	FTE (Y3)	Year 3	FTE (Y4)	Year 4	FTE (Y5)	Year 5	Total
Salary (Faculty/Staff)														
PI (acad yr @ 0%) : Jo Boaler	1.04		\$ 213,744		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
PI (Summer) : Jo Boaler	1.04		\$ 23,749	65%	\$ 16,055	65%	\$ 16,697	65%	\$ 17,365	15%	\$ 4,168	15%	\$ 4,334	\$ 58,619
Anne Palmer	1.04		\$ 128,547	46%	\$ 61,497	45%	\$ 62,566	44.0%	\$ 63,623	25.0%	\$ 37,595	22.0%	\$ 34,407	\$ 259,691
Cathy William	1.04		\$ 154,539	3.0%	\$ 4,822	3.0%	\$ 5,014	3.0%	\$ 5,215	3.0%	\$ 5,424	2.8%	\$ 5,265	\$ 25,740
Curriculum Developer	1.04		\$ 85,000	0%	\$ -	4.0%	\$ 3,677	0%	\$ -	0%	\$ -	0%	\$ -	\$ 3,677
					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Total Salaries					\$ 82,373		\$ 87,955		\$ 86,203		\$ 47,187		\$ 44,006	\$ 347,724
Total Benefits					\$ 24,053		\$ 25,683		\$ 25,171		\$ 13,778		\$ 12,850	\$ 101,535
Total (Salaries+Fringe)					\$ 106,426		\$ 113,638		\$ 111,374		\$ 60,965		\$ 56,856	\$ 449,259
Other direct costs														
Supplies					\$ 130		\$ 130		\$ 130		\$ 130		\$ 130	\$ 650
Travel					\$ 9,870		\$ 9,870		\$ 9,870		\$ 9,870		\$ 9,870	\$ 49,350
Conference Hosting, Y1 only					\$ 8,828									\$ 8,828
Other														\$ -
Total					\$ 18,828		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000	\$ 58,828
Exclusions														
Others														\$ -
Others														\$ -
Others														\$ -
Total					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Total Direct Costs					\$ 125,254		\$ 123,638		\$ 121,374		\$ 70,965		\$ 66,856	\$ 508,087
MTDC					\$ 125,254		\$ 123,638		\$ 121,374		\$ 70,965		\$ 66,856	\$ 508,087
IDC (MTDC)	**	28.6%			\$ 35,823		\$ 35,360		\$ 34,713		\$ 20,296		\$ 19,121	\$ 145,313
TOTAL					\$ 161,077		\$ 158,998		\$ 156,087		\$ 91,261		\$ 85,977	\$ 653,400

IDC Categories	2019
on campus research	56.50%
off campus research	29.30%
On campus Instruction	37.70%
Off Campus Instruction	28.60%
On campus Other Activity	37.80%
Off Campus-Other	28.40%

**NSF: EXCLUDING EQUIPMENT (Over \$5,000), RENTAL COSTS, NSF PARTICIPANT SUPPORT, RA TUITION...etc
(**Subaward amount exceeding \$25,000 not subject to F&A)

***Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
BUDGET JUSTIFICATION
December 3, 2018***

Direct Sponsor: Saddleback College

Prime: NSF

Period of Performance: September 1, 2018 – August 31, 2023

Stanford University's fiscal year runs from September 1st through August 31st. Calendar effort is committed during this same period for faculty and other senior personnel. For faculty on an academic appointment, effort committed can include effort during the academic year (October 1st through June 30) and/or during the summer (July 1st through September 30th).

Key Personnel

Professor Jo Boaler (1.95 summer months Years 1-3, 0.45 summer month Years 4-5) . The Principal Investigator on this subaward will be responsible for all aspects of professional development dissemination to empower community college mathematics faculty, translating the latest research on mathematics mindsets into accessible and practical forms. She will insure that research goals are met in a timely manner, with scientific integrity, and completed within budgeted amounts. With assistance from the executive directors, she will insure that project activities and expenditures are in compliance with Stanford University and Saddleback College and in compliance with the National Science Foundation.

Other Personnel

Anne Palmer, Hub Coordinator and Executive Director for the STEM Core National Convening (Year 1: 5.52 months, Year 2: 5.40 months, Year 3: 5.23 months Year 4: 3.0 months Year 5: 2.64 months. Quarterly meeting with Bay Area Student Support Specialists to advise on broad-based recruitment to the STEM Core and outreach to underrepresented groups and lower skilled students. Collects quarterly reports from college student support specialists that includes the cohort activities (workshops, field trips, guest speakers, etc.). Disseminates articles and videos authored by Professor Boaler and Growth Sector, the backbone organization for the national STEM Core Alliance. Ensures effective online collaboration of STEM Core faculty and student support specialists at 15 community colleges in the expanded network and 15 colleges in the foundational network.

Staff B Cathy Williams, Executive Director, YouCubed Year 1 0.36 month, Year 2: 0.36 month, Year 3: 0.36 month Year 4: 0.36 month Year 5: 0.34 month will assist Professor Boaler in teaching one professional development session using a train-the-trainer model for the Northern California and Seattle/Pacific Northwest Region and one day's curriculum consultation in FY 19.

To Be Named, Curriculum Developer Year 2: 0.5 month Under the supervision of the Principal Investigator, the Curriculum Developer will in FY 20 work on an advanced algebra-calculus module to contextualize mathematics curriculum for students pursuing transfer to a four-year engineering degree program. We will recruit the candidate from the School of Education pool of Ph.D. candidates with expertise in this area.

Travel, Domestic

It is anticipated that the PI and YouCubed Executive Director will need to travel to Seattle and Los Alamos, New Mexico to consult with faculty and internship advisors at the Los Alamos National Laboratory. The Hub Coordinator also is expected to attend regional meetings twice annually with Hub coordinators in Seattle, Boulder, Albuquerque, and Baltimore to participate in staff development

symposia. We have included expenses for airfare, rental cars, hotels, and GSA per diem rates for meals and incidentals X 2 nights for a total of \$9,870 .

Destination	# trips	Airfare	Car	Hotel	per Diem	per trip	Total
Trip to Seattle	4	\$154	\$100	\$514	\$152	\$920	\$3,680
Trip to Albuquerque	2	\$196	\$122	\$282	\$110	\$710	\$2,840
Trip to Denver	2	\$225	\$134	314	\$132	\$805	\$1,610
Trip to Baltimore	2	\$300	\$130	\$298	\$142	\$870	\$1,740
							\$9,870

Other Direct Costs

Consultant Services

Stanford Conference Services will be contracted in year 1 to assist in registration and conference management for the annual convening of faculty, administrators and student support specialists at Stanford University. (\$8,828 including facilities rental, conference costs and working lunches for participants.)

Materials and Supplies

The cost to produce printed handouts and performance reports is estimated at \$130 per year.

Indirect Costs and Fringe Rates

Indirect Rates

Per sponsor policy, we are requesting 28.6 % (Off Campus Instruction) as indirects. Over 80% of all work/activities are conducted off campus. The hub coordinator's coordinating functions will be conducted at the Alliance college campuses and the San Jose Evergreen Community College District Office at 40 Market St. in San Jose, CA.

FY19 Provisional Fringe Benefits and Vacation Accrual/Disability Sick Leave rates:

Regular Benefits-eligible Employees 29.2%

Vacation Accrual/Disability Sick Leave rates (applicable to only Regular Benefits Eligible staff):
Exempt, Nonexempt, and bargaining unit staff 8.8%

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230
www.nsf.gov

COOPERATIVE AGREEMENT(CA)

AWARD: HRD-1834628	EFFECTIVE DATE:	September 1, 2018
	EXPIRATION DATE:	August 31, 2023

<p>PROJECTED TOTAL AWARD FUNDING:</p> <p>(Subject to availability of funds) \$8,819,760</p> <p>CUMULATIVE AMOUNT:</p> <p>\$1,538,434</p>	<p>SOLICITATION:</p> <p>(Incorporated by reference, as amended)</p> <p>NSF 18-529</p> <p>Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES)</p> <p>CFDA NUMBER: 47.076</p> <p>OTHER AWARDS UNDER THIS PROGRAM:</p> <p>Show List of Awards</p>
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AWARDEE:	Saddleback Community College District
PROJECT TITLE:	Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
PROJECT ABSTRACT:	https://www.fastlane.nsf.gov/servlet/showaward?award=1834628

<u>Principal Investigator(s)</u>	<u>Proposal No.</u>	<u>Institution (s)</u>
Jim Zoval	HRD-1834628	Saddleback Community College District
Art Nitta		Saddleback Community College District

Michael Venn

The Community College of Baltimore County

Collaborators:

Principal Investigator (s)

Proposal No.

Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Sarah M. Miller

HRD-1834608

University of Colorado

NSF Contact Information:

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at jgosey@nsf.gov or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at jwhitmey@nsf.gov or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

Financial/Administrative Terms and Conditions (FATC):

General FATC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF99999FATC004

Award Specific FATC:

Programmatic Terms and Conditions (PTC):

General PTC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF18529TPTC000

Award Specific PTC:

Change History

Prior Awarded Funding Amount:

Per Original Award on
08/30/2018: \$1,538,434

Programmatic Terms and Conditions (PTC):

General PTC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF171TPTC000

Award Specific PTC:

1. Key Personnel:

Except for the Principal Investigator(s) (PIs) or Co-PIs identified in this award, requests to make any changes to personnel, organizations, and/or partnerships specifically named in the proposal approved as part of this award shall be submitted in writing to the cognizant NSF Program Official for approval prior to any changes taking effect. Requests for prior approval of changes to the PI(s) must be submitted through FastLane for review by the cognizant NSF Program Official and approval by an NSF Grants Officer.

2. Program/Project Description:

The NSF INCLUDES Alliances form the central parts of the NSF INCLUDES National Network. Alliances will bring together programs, people, organizations, technologies, and institutions to achieve results at scale, provide new research, and leverage NSF's broadening participation investments. The NSF INCLUDES approach requires that each Alliance focus not only on its own vision and goals, but also work with the NSF INCLUDES Coordination Hub (the Hub) and other organizations within the NSF INCLUDES National Network. Collectively, the set of Alliances will participate in a network to achieve long-term goals of the NSF INCLUDES program through collaboration with the NSF INCLUDES Coordination Hub and by creating opportunities for other organizations and broadening participation stakeholders to join in and expand the NSF INCLUDES National Network.

3. Project Governance and Governing Responsibilities:

The Awardee is responsible for the satisfactory execution of the Alliance project, for the co-management of the collaborative awards and oversight of any subawards, and for ensuring the satisfactory completion of any awardee staff obligations associated with components of the project.

The Awardee(s) will ensure that an efficient, effective and transparent project governing structure is in place throughout the award period to support all critical or significant project activities. In support of this objective, key responsibilities for the Alliance Director, who is also the PI of the Lead Institution award, are defined as follows:

- a. Managing, overseeing, and directing the overall NSF INCLUDES Alliance project and communicating and coordinating Alliance activities with the NSF INCLUDES Coordination Hub;
- b. Contributing to collaborative infrastructure development, community development, and broader impact outcomes;
- c. Serving as the point of contact with NSF Program Officials and the Coordination Hub Director;
- d. Producing, together with PIs, Co-PIs and other project personnel, annual and final reports that provide both an integrated view of the overall project, its contribution to the Network, and specifics for each collaborating partner;
- e. Creating, maintaining, and contributing to an updated website for the NSF INCLUDES Alliance project; and
- f. Leading the project team in planning and coordinating all activities described in the Alliance proposal.

The Alliance Management Team, made up of the PIs of the collaborative awards, the personnel outlined in the proposals and led by the Alliance Director, is responsible for all Alliance functions. The Alliance Management Team reports to the Alliance Director and NSF.

4. Reporting Requirements:

The Awardee will provide reports as requested by the cognizant NSF Program Director who will determine the contents,

formats, and submission timelines. The Awardee will submit all required reports via the mechanisms specified by NSF. Below we specify the types of required reports, along with the frequency and content/purpose of each.

a. Teleconferences between NSF Program Officer and PI/Alliance Director and relevant co-PIs/collaborators.

i. Frequency:

1. At least once quarterly with the times to be jointly decided by NSF and the Project Manager.
2. Along with the teleconference, a written status report is to be provided at least one week prior to each teleconference.

ii. Content and purpose:

1. Guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements and project and Awardee reviews during the term of the award;
2. Update NSF about current and planned activities, including the NSF INCLUDES Alliance collaborative infrastructure, multi-stakeholder partnerships, Alliance activities, and management issues;
3. Provide information on the Alliance's support organization (backbone) that collaborates with the NSF INCLUDES Coordination Hub and provides the framework for communication and networking, network assistance and reinforcement, visibility and expansions of the Alliance and its partners;
4. Coordinate community events and outreach;
5. Coordinate with NSF as necessary to ensure appropriate information and support for Alliance research initiatives; and
6. Other items, as suggested as part of the written status report. The actual agenda may be modified in concert with NSF.

b. Site Visits and/or Reverse Site Visits.

i. Frequency:

1. At least two over the course of the funding period: one in the project's second year and one in the project's fourth year.
2. More site visits or Reverse Site Visits may be scheduled at the request of the NSF Program Officer, the NSF managing Division Director, or other NSF officials.

ii. Content and purpose: Contribute toward, and attend, an evaluation by an external committee assessing the progress of the Alliance project relative to the goals of the NSF INCLUDES Alliance program as specified in the original solicitation, as well as specific metrics outlined in the original proposal.

iii. Other site visits and/or reverse site visits may be requested by NSF, as appropriate and with reasonable accommodations for scope and timing.

c. Annual Reports.

i. Frequency:

1. Annual (via FastLane)

2. Content and Purpose: Submits to NSF an integrated project report incorporating results from work performed by all PIs in the project. The Report is reviewed and approved by the NSF cognizant Program Official.

d. Special Reports:

- i. A semi-annual financial report for the overall project, detailing expenditures for the lead project as well as any collaborative projects or subcontracts, is to be submitted by the Project Manager to the NSF Program Official. Submission

should be timed with the 2nd and 4th quarterly teleconferences and should be part of the agenda for those meetings.

ii. Other reports may be requested by NSF, as appropriate and with reasonable accommodations for scope and timeline.

e. NSF INCLUDES Coordination Hub:

i. Frequency: Ongoing activity to establish and maintain communication and relationships with the NSF INCLUDES Coordination Hub.

ii. Content and purpose:

1. Submit reports and data on progress, publications and outreach activities, and outcomes and impacts from the activities and research for the overall project.
2. Provide the NSF INCLUDES Coordination Hub user community with updates on resources available through the Alliance.
3. Assist the NSF INCLUDES Coordination Hub with supporting, growing and maintaining the NSF INCLUDES National Network through active participation in NSF INCLUDES convenings and Coordination Hub events (virtual and face-to-face).

iii. Data Access Policy: The Awardee will submit for NSF approval a document defining the policies and procedures by which the Awardee will receive, manage and disseminate information content relevant to the NSF INCLUDES National Network through the NSF INCLUDES Coordination Hub on behalf of its community, users and relevant stakeholders. The document will address issues such as security, confidentiality, and compliance with any relevant licensing or intellectual property rights constraints. This will be developed and refined in close collaboration with the NSF PO and other relevant NSF personnel during the first 90 days. The policy must be approved by the NSF PO before it is deemed complete, and will be one of the key documents reviewed at each comprehensive project review.

5. NSF Ongoing Project Oversight:

Responsibility for management is shared by the NSF and the Awardee. NSF will be involved with project activities on an appropriate basis, including providing advice, guidance or assistance of a technical, management, or coordinating nature. NSF prior approval of specific decisions, milestones, or project activities may be required. Teleconferences with NSF and reports submitted to NSF will be used to guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements, and project and Awardee reviews that NSF will conduct during the term of the award.

NSF Cognizant Program Official will maintain a close working relationship with the Alliance Director. The NSF PO will review project progress on a regular basis and all adjustments that may become necessary. The Alliance Director will send any adjustments that change the scope defined in these Programmatic Terms and Conditions to the PO for review and for final approval by NSF. The NSF PO can recommend changes to the Alliance Management Team based on his/her assessment of team members' performance and coordination with the Hub's activities.

6. Program-Specific Terms and Conditions: The terms and conditions stated herein are the minimum requirements for the NSF INCLUDES Alliance to fulfill the responsibilities to achieve the goals expected under the NSF INCLUDES Alliances Solicitation NSF 18-529. All referenced documents including websites and other documents submitted to NSF are made a part of this Cooperative Agreement. The absence of a compelling strategy and demonstrable impact in achieving the goals and key features of the NSF INCLUDES Alliance incorporated in this agreement and described in full details in NSF 18-529 is sufficient reason to deny continued funding.

Financial Terms and Conditions (to be inserted by DGA)

This project is awarded in accordance with the **revised** budget.

Data Management Plan

Types of Data and Collection:

The STEM Core Alliance partner colleges will collect quantitative data to measure two local levels of impact related to student outcomes and program implementation to inform internal improvement efforts:

Student-level data to measure course pass rates and enrollment retention, number of student interactions with student support specialists, transfers or Associate degree completion, successful internship placements, employment status after participations, STEM Core students enrolled into higher level sequential math courses, and STEM Core student demographics vs college wide demographics;

Institution level data to measure the establishment and success of STEM Core pathways and potential expansion of STEM pipelines for remedial students, sustainability of STEM Core cohorts, and expanding enrollment in STEM Core pathways. Data points include the number of partner colleges that implement STEM Core pathways, exposure of college math faculty to growth mindset and equity/access professional development, impact of professional development on math teaching and counseling perspective on educational pathways, percent of remedial students exposed to STEM Core pathways, and the number of STEM Core cohorts enrolled per year.

The STEM Core Alliance lead, backbone and external evaluators will collect data to measure two broader levels of impact. The external evaluator will draw the student and institution level results into the broader evaluation efforts to monitor implementation and outcomes and to use the data to understand college-level implementation, hub and backbone analysis of and response to college-level data.

Regional and national level data to measure the regional hubs' ability to sustain and expand STEM Core pathways at the state and regional levels, the ability of a hub to engage with regional workforce and community partners, and employer engagement. Data points include the number and regularity of hub convenings and attendance, number and regularity of regional professional development sessions/attendance, number of regional partner colleges each year, number of regional employer partners and other regional funding sources.

The evaluators will observe and document professional development and other network activities focusing on processes within the hub convenings, progress and follow up since last convening, and engagement with external partners. Observations will be documented through a combination of running field notes and semi-structured protocol developed in alignment with the evaluation questions. Evaluators will attend the annual national network convenings, the virtual national convenings each year, and two hub meetings each year. The evaluators will also conduct site visits at implementing partner colleges to observe STEM Core math classes and to interview campus stakeholders. These site visits will inform the evaluation as to how schools overcome common implementation barriers and how local variations affect program implementation. The ethical practices in the collection and processing of data and the protection of human subjects are standard procedures at SRI. Project directors and managers must meet approval of the SRI Internal Review Board's Human Subjects Committee prior to conducting any research. Confidentiality requirements, in accordance with the IRB, are described in consent forms and in all data collection and management protocols and coding manuals. Additionally, all SRI project team members are required to complete the CITI (Collaborative Institutional Training Initiative) Program training on Human Subjects Research, and will receive additional training based on recommended practices for handling and protecting personally identifiable information (PII) as described in SRI's Personally Identifiable Information Handbook.

Data Format and Content:

Colleges will collect quantitative student data as part of normal college activities. Institutions of higher education, and community colleges in particular, share similar data reporting requirements and

maintain student information systems that capture information using similar data definitions. As such, community college partners should easily be able to comply with Alliance data reporting protocols and needs. STEM Core students will be tracked over time by Student ID number. Saddleback College's Director of Planning, Research, and Accreditation will oversee the design and development of data systems for collecting and reporting college-level data. Saddleback's data collection and reporting protocol will ensure that data is de-identified and shared in a manner that protects privacy, confidentiality, security, and other rights as appropriate.

Evaluator site visit data will be in the form of running field notes and semi-structured data collection protocols. The evaluators will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners. The evaluator will interview key alliance leadership, college staff, and external partners in person while attending national or hub convenings, or by phone following convenings.

Data Access and Sharing:

Quantitative data collected by colleges will be securely stored on local college networks using password-protected systems developed and maintained in accordance with individual college policy. Quantitative data will be transferred to Saddleback College through a secure file transfer protocol (FTP) site. Saddleback College's research analyst will clean and prepare all datasets for analysis and will transfer them to the evaluator using the same FTP site.

In order to maintain confidentiality, data on respondents will be kept separate from PII (e.g., participant name or address) and a system of pseudo-IDs will be used to preserve anonymity while allowing any necessary linkage between data files to process the information gathered for research purposes. The identifying information will be stored in a password-protected data system with restricted access. Reports will be in the form of aggregated data only; no individual identifiers will be provided. For sharing with researchers outside of this project, we will ensure that all identifying information is removed from the data, including indirect identifiers and other information that may lead to deductive disclosure for small subsamples.

Dissemination:

The evaluator will provide to Saddleback and Growth Sector regular reporting to inform the ongoing refinement of network activities, provide information that can be shared with hub leaders and support external reporting requirements. This includes regular quarterly oral debriefs to update on work completed, information about recent trends or findings, and details of upcoming plans. The evaluator will also annually provide to the lead and backbone information on any evaluator products resulting from the evaluation, details of participants from the evaluation team, written evaluation summaries of findings to date concerning the network, and documentation of any changes or programs that arise. All identifying information and FERPA-protected information will be excluded from products made available.

Hub convenings will provide a forum for all alliance partners to disseminate implementation progress, student outcomes findings, lessons learned, and best practices within each hub, while the annual national convenings will provide a similar forum for dissemination at the national level. It is anticipated that several white papers and journal articles will arise from this project to broadly disseminate alliance findings.

Data or, if data cannot be released for privacy or confidentiality reasons, metadata generated by this project will be made publicly available via the NSF Coordination Hub data repository.

Data Preservation:

Raw data collected during the course of this project, as well as any reports and/or evaluations will be archived and preserved at Saddleback College at the end of the performance period. Alliance partners and funding agency will be given access to data if requested. *All financial records, supporting documents, statistical records and all other records and data pertinent to this project will be preserved by Saddleback College for a minimum of three years after the expiration of the award, in accordance with NSF's Record Retention and Audit requirements.*

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District-wide Sustainability and Energy Plan – Phase II, Sustainability/Energy Consultant Agreement, Harley Ellis Devereaux

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees allocated basic aid funding for a District-wide Sustainability and Energy Plan. On November 14, 2016, the Board of Trustees approved the Sustainability/Energy Plan Consultant Services agreement with the option of four one-year renewals, intending to continue into Phase II work for the sustainability and energy plan.

The consultant, Harley Ellis Devereaux, completed Phase I with the submission of the 2017 Sustainability and Energy Plan to the District early November 2017.

The Phase I contract expired on November 13, 2017. Phase II will continue the work detailed in the 2017 Sustainability and Energy Plan, will deliver an Integrated Energy Master Plan, and will provide comprehensive tools for future District projects.

STATUS

The District postponed Phase II due to staffing turnover. The original agreement specified the intent to utilize the same consultant for up to five years with the purpose of completing Phase II. The District's staffing issue is resolved and it is in the District's best interest to execute a new agreement (EXHIBIT A) with Harley Ellis Devereaux.

Basic aid funds are available in the approved project budget of \$640,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Harley Ellis Devereaux Sustainability/Energy Plan Consultant Services agreement, for the District-wide Sustainability and Energy Plan, in the amount of \$307,000.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SUSTAINABILITY/ ENERGY PLAN CONSULTANT SERVICES AGREEMENT South Orange County Community College District

Harley Ellis Devereaux

This AGREEMENT is made and entered into this 26th day of February in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **Harley Ellis Devereaux**, 601 S. Figueroa St., Suite 500 Los Angeles, California 90017, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain CONSULTANT services for South Orange County Community College District Integrated Energy Master Plan, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT represents that it has the necessary personnel, professional qualifications, expertise, and financial capability to assist the district with meeting the labor compliance requirements described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'S services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Bharat Patel as the Principal. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT

must furnish the name and obtain approval after a resume' review of all other key people in CONSULTANT'S firm that will be associated with the PROJECT .

- 1.4. **Replacement of Key Individual.** If the designated Principal or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph
- 1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT'S services hereunder may be provided in conjunction with applicable contracts between the DISTRICT and others providing services in connection with the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the contents of documents for the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT as necessary to complete contract requirements
- 1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this Agreement and associated work orders are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT's approval a schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT .

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The districtwide 2017 Energy and Sustainability Plan identified comprehensive goals and objectives for Saddleback College and Irvine Valley College at the three DISTRICT locations. These goals and objectives furthered the DISTRICT Board Policy 3006 and aligned with the California Community College's sustainability guidelines.

Using the 2017 Energy and Sustainability Plan as a starting point, the CONSULTANT will provide the following services:

- a. **Districtwide Engagement.** The CONSULTANT understands that a successful contract completion is directly connected to their ability to engage the college communities. The CONSULTANT will solicit participation and draw on existing expertise of students, faculty, staff and administrators to further define the long term sustainability and energy conservation goals and to engage in the creation of the plans and processes of this agreement. The CONSULTANT will incorporate learning opportunities throughout the process relative to implementing efficiency and renewable projects.

- b. Integrated Energy Master Plan. The CONSULTANT will develop and deliver to the DISTRICT a complete Integrated Energy Master Plan (IEMP) for the Advanced Technology Education Park, Irvine Valley College and Saddleback College (the three DISTRICT locations). The IEMP will follow the energy policies of the State of California, the California Community Colleges and the DISTRICT. The CONSULTANT will perform IEMP outreach workshops with students, faculty, staff and administrators to ensure awareness and engagement. The plan will be of at least equal quality and detail of the Cerritos College IEMP prepared by HED in 2015 and written in the less technical, instructive, bulleted style of the Long Beach City College IEMP of 2018. The goal of the IEMP is to provide a roadmap for the colleges to achieve Zero Net Energy campuses.
- c. Monitoring Services. The CONSULTANT will develop, refine and provide to the DISTRICT a systematic set of processes, checklists, worksheets and templates that identify specific activities, tools, best practices, and methodologies to monitor the prioritization of sustainable design and construction practices of all new construction and renovation projects on all three DISTRICT campuses. This work-product will provide quantitative and qualitative targets and priorities for the design and construction of future projects at the three DISTRICT locations and provide tools to monitor, track, and demonstrate to all stakeholders that the DISTRICT sustainability and energy goals are being met. The CONSULTANT will facilitate meetings that demonstrate feasibility, ease, value and importance to all stakeholders.

Services are expected to be completed and delivered to the DISTRICT within 12 months from the Notice to Proceed.

The roles and services expected are further detailed and defined in Attachment A as part of this agreement.

- 2.2 **Technical Qualifications.** The CONSULTANT has demonstrated experience in and will provide same in the development of Sustainability/ Energy Plans using their, experience with the Community College District Sustainability Template and knowledge of sustainability practices, programs, activities, projects, including monitoring and verification practices to provide services.
- 2.3. **Qualified Personnel.** The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of CONSULTANT'S personnel from the PROJECT.
- 2.4. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.5. **Project Initiation Phase.**
 - a. Participate in a general Project kick-off meeting to include the CONSULTANT'S and DISTRICT staff.

- b. Before beginning work, the CONSULTANT shall submit to the DISTRICT a written preliminary estimate of the total PROJECT cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of PROJECT Cost.
 - c. CONSULTANT must respond to/incorporate DISTRICT comments during the various PROJECT phases.
- 2.6. **Coordination for Government Authorities.** The CONSULTANT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT.
- 2.7. **Evaluate Performance.** The CONSULTANT shall evaluate the performance of associates under the requirements of the PROJECT when requested in writing by the DISTRICT.
- 2.8. **Coordination of Others.** The CONSULTANT may be asked to coordinate PROJECT performed by separate contractors or by the DISTRICT's own employees.

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in the Attachment B for Additional Services. The Board of Trustees of the DISTRICT must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT's schedule.
 - c. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
 - d. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT .
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for 12 months. This terms shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSUTLANT actions. The DISTRICT retains, at its discretion, the option of executing a one-year contract extension.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
 - a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to

defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
 - d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any Attachment shall be void and unenforceable between the PARTIES.
 - e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONSULTANT shall carry Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the DISTRICT.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and

maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1 **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this Agreement is \$307,000 (Three Hundred and Seven Thousand Dollars). Payment will be made as follows:

A. Integrated Energy Master Plan:	\$194,925
1. Task 1: Project Initiation Phase	14,932
2. Task 2: Research and Analysis Phase	49,873
3. Task 3: Plan Development	49,873
4. Task 4: Draft Plan	40,557
5. Task 5: Final Plan	29,608
6. Task 6: Presentation to Board, Board Acceptance	10,082
B. Monitoring Process Development:	\$ 75,075
1. Task 1: Project Initiation Phase	7,453
2. Task 2: Research and Analysis Phase	7,453
3. Task 3: Draft Process Deliverable	15,059
4. Task 4: Final Process Deliverable	24,989
5. Task 5: Presentation to Stakeholders	20,121
C. District Controlled Allowance:	27,000
D. Reimbursable Expenses	<u>10,000</u>
E. Total	\$307,000

6.2 **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the

- CONSULTANT , travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Attachment A are services included in the CONSULTANT'S compensation for Services as set forth in Article 2.
- 6.3 **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4 **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses.
- 6.5 **Withholding Payment.** The DISTRICT may withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6 **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7 **Monthly Payments.** Payments for CONSULTANT services shall be made monthly on the basis set forth in this article.
- 6.8 **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9 **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

- 6.10 **District Controlled Allowance**. This amount is controlled by and for the exclusive use of the DISTRICT. It may be used during the course of the project to augment the scope of work as determined by the DISTRICT's Construction Manager.
- 6.11 **Reimbursable Expenses** incurred by the CONSULTANT and 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 CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
1. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees in the interest of the PROJECT.
 2. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 3. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
 4. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 5. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Services will be reimbursed.
 6. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and consultants in the interest of the PROJECT.
 7. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services.
- 6.12 **Non Waiver of Rights**. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement.

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned documents at its sole discretion. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT.
- 7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement using DISTRICT approved software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format 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.
- 7.4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to the use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Seven (7) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to

- liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (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. **Suspension of PROJECT.** The DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
1. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 2. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
 3. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The

DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.

- 8.7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
1. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 2. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 3. 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.

4. 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, arbitrarily, 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.
5. 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.
6. 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 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 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 CONSULTANT. CONSULTANT shall consult with authorized employees, agents, and representatives of DISTRICT relative the Project. However, CONSULTANT shall accept directives only from DISTRICT's designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Matt Blich, Construction Manager
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the PROJECT intent. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **DISTRICT Consultants.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to legal counsel, insurance consultants, and ADA Transition Plan consultants.
- 10.5. **Project Description.** Per Article 2 and attachment A.

- 10.6. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT'S obligations under this agreement

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and / or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The

address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT	CONSULTANT
Matt Blitch	Bharat Patel
South Orange County	HED Design
Community College District	601 S. Figueroa St
28000 Marguerite Parkway	Suite 500
Mission Viejo, CA 92692	Los Angeles, CA 90017
mblitch@socccd.edu	bpatel@hed.design

COPY
Priya Jerome
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

- 11.14. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire Agreement / Amendment**. This AGREEMENT and any attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding Agreement**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

DISTRICT
South Orange County Community College District

CONSULTANT
Henry Ellis Devereaux

Ann-Marie Gabel
Vice Chancellor, Business Services

Bharat Patel
Principal

(Date)

(Date)

(Taxpayer number)

- Attachment A Roles and Services further Defined
- Attachment B Criteria for Billing and Extra Work
- Attachment C Cost Worksheet for Professional Services

ATTACHMENT A ROLES AND SERVICES FURTHER DEFINED

INTEGRATED ENERGY MASTER PLAN SPECIFIC TASKS

CONSULTANT will apply information, analysis and findings to final report, tools, and recommendations as appropriate to meet or exceed the sample IEMPs referenced in 2.1.b for all tasks listed below targeting the state's net zero objective:

1. Meet with the colleges' facilities staff to understand the systems of their respective locations. These systems include, but are not limited to, Electrical (Power and Lighting), building plumbing, gas, HVAC and HVAC controls, irrigation, and waste handling.
2. Investigate and analyze each of the colleges' as-built drawings as they relate to the IEMP.
3. Facilitate meetings with students, faculty, and staff to incorporate a learning opportunity relative to efficiency and renewable projects.
4. Perform workshops to provide outreach for IEMP. Report on findings and incorporate consensus outcomes.
5. Extract and analyze information from the FUSION Database.
6. Coordinate with utility companies for electricity, gas, and water, current and historical usage data.
7. Review existing utility and facility data.
8. Perform site visits and inspect every major structure as shown on college maps.
9. Perform an energy model for each of the district-controlled buildings at the three DISTRICT locations.
10. Analyze 15-minute electrical data for the past 3 years provided by the utility company.
11. Identify KW demand response opportunities and implementation strategies.
12. Prepare Greenhouse Gas (GHG) inventory for the three DISTRICT locations, including all college owned vehicles.
13. Develop a phasing plan, in concert with applicable state government and public agency policies, the Facilities Master Plan, and the Sustainability and Energy Plan that provides a timeline and decision making considerations for implementation of recommended strategies.
14. Provide an editable (with change tracking) draft version of IEMP to DISTRICT for review and comments. Allow DISTRICT 45 days for review and comment.
15. Prepare and deliver twelve (12) copies of a final IEMP, professionally bound and printed.
16. Prepare and deliver a PowerPoint presentation that summarizes the IEMP for the Board of Trustees.

17. Provide an electronic version of the final IEMP as well as all collected data to the DISTRICT.

MONITORING PROCESS SPECIFIC TASKS:

1. Review each colleges' specifications, design guidelines, and common practices in construction.
2. Identify areas that can be monitored and "check listed." These checklists should be practical, non-theoretical and ready to be given to DISTRICT consultants and contractors for implementation.
3. Identify opportunities and create processes where the DISTRICT can monitor and track conservation and sustainability efforts.
4. Demonstrate feasibility, ease, value and importance to all stakeholders.
5. Submit draft Monitoring Process for review and comment.
6. Incorporate feedback and comments as agreed into final report.
7. Prepare and deliver both an electronic and bound set of the checklists, worksheets, templates to the DISTRICT for review and approval
8. Prepare and deliver a PowerPoint Presentation that summarizes the Project Monitoring analysis, the benefit to the DISTRICT, and evidences support of our Sustainability and Zero Net Energy goals.

ATTACHMENT B - CRITERIA FOR BILLING AND EXTRA WORK

A. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT.

1. Making revisions in documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.
2. Providing services required because of significant documented changes in the Project initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule.

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

1. The rates below are reflective of 2.1% increase from the previously executed contract. 2.1% was the Consumer Price Index (CPI) for 2018 for the Los Angeles Metropolitan Area according to data from the Bureau of Labor Statistics.

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal – Bharat Patel, Sean Bani, Michael Bulander	\$255.25
Principal - Dee Patel	\$229.73
Senior Energy Specialist	\$204.20
Building Scientist	\$204.20
Mechanical Engineer	\$204.20
Associate	\$178.65
Clerical	\$ 77.50

ATTACHMENT C - COST WORKSHEET FOR PROFESSIONAL SERVICES

SOCCCD Phase 2												
A	Task	Integrated Energy Master Plan	Principal		Consultant		Building Scientist	Senior Energy Analyst		total		
		Hourly rate \$/Hr	\$255.25		\$229.73		\$204.20	\$178.65				
			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
1	Project Initiation Phase		15	\$3,829	15	\$3,446	20	\$4,084	20	\$3,573	\$14,932	
2	Research and Analysis Phase		35	\$8,934	16	\$3,676	95	\$19,399	100	\$17,865	\$49,873	
3	Plan Development		35	\$8,934	16	\$3,676	95	\$19,399	100	\$17,865	\$49,873	
4	Draft Plan		24.5	\$6,254	16	\$3,676	80	\$16,336	80	\$14,292	\$40,557	
5	Final Plan		24.5	\$6,254	10	\$2,297	55	\$11,231	55	\$9,826	\$29,608	
6	Presentation to Board, Board Acceptance		5	\$1,276	5	\$1,149	20	\$4,084	20	\$3,573	\$10,082	
											Total	\$194,925
B	Task	Monitoring Process Development:	Principal		Consultant		Building Scientist	Senior Energy Analyst		total		
			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
1	Project Initiation Phase		10	\$2,553	8	\$1,838	8	\$1,634	8	\$1,429	\$7,453	
2	Research and Analysis Phase		10	\$2,553	8	\$1,838	8	\$1,634	8	\$1,429	\$7,453	
3	Draft Process Deliverable		13	\$3,318	16	\$3,676	22	\$4,492	20	\$3,573	\$15,059	
4	Final Process Deliverable		20	\$5,105	15	\$3,446	42	\$8,576	44	\$7,861	\$24,988	
5	Presentation to Stakeholders		16	\$4,084	16	\$3,676	30	\$6,126	35	\$6,253	\$20,121	
											Total	\$75,075
C	District Controlled Allowance									\$27,000		
D	Reimbursable Expenses									\$10,000		
E	Grand Total									\$307,000		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Year 2019-2020 Non-Resident Tuition Fees

ACTION: Approval

BACKGROUND

The California Education Code, Section 76140, requires each community college district of the state to establish a non-resident tuition fee for the succeeding fiscal year no later than March 1 of the current fiscal year. This rate is based on the expense of education per FTES for the previous fiscal year, modified by the projected increase in the U.S. Consumer Price Index. The current fiscal year non-resident tuition fee is \$258 per unit.

Pursuant to Education Code Section (ECS) 76141, a district may also charge nonresident students a capital outlay fee. Revenue derived from this fee shall be expended for purposes of capital outlay, maintenance, and equipment. The current fiscal year capital outlay fee is \$30 per semester unit.

In addition to the non-resident tuition fee, Chapter 170, Statutes of 1992, also added ECS 76142, which authorized districts to charge non-resident applicants who are both citizens and residents of a foreign country a processing fee. The current fiscal year application fee is \$54.

STATUS

The District rate for the 2019-2020 academic year may be established under one of seven prescribed options as shown in the Non-Resident Tuition Fee Worksheet (EXHIBIT A). The statewide rate, representing the average statewide projected cost of education for students is \$265 per semester unit; and the calculated District rate is \$259 per semester unit. The additional amount for capital outlay that can be levied under ECS 76141 is \$55 per semester unit. The actual document processing application fee has been calculated at \$65 as shown in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt a 2019-2020 academic year non-resident tuition fee of \$265 per semester unit based on the "Statewide Average" option. It is further recommended to keep the capital outlay fee authorized by Education Code Section 76141 at \$30 per semester unit rate to remain competitive with neighboring districts, and maintain the current \$54 per semester application fee as authorized by Education Code Section 76142.

FS18-09 2019-20 Nonresident Fee Worksheet

2019-20 Nonresident Tuition and Capital Outlay Fee Worksheet		
District:	South Orange County Community College District	
Term:	Semester	
Nonresident Tuition Fee Options		
A.1 District Average Cost		
A. District Expense of Education for Base Year		\$ 212,188,697
B. District Annual Total FTES		28,638
C. Average Expense of Education per FTES (A/B)		\$ 7,409
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)		7,758
F. Nonresident Tuition Fee per Semester Unit (E/30)		259
A.2 District Average Cost with 10 Percent or More Noncredit FTES		
Noncredit FTES percent of Total		10.5%
A. District CREDIT ONLY Expense of Education for Base Year		
B. Annual Attendance FTES		25,617
C. Average Expense of Education per FTES (A/B)		\$ -
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)		-
F. Nonresident Tuition Fee per Semester Unit (E/30)		0
B.1 Statewide Average Cost		
A. Statewide Expense of Education for Base Year		9,001,861,299
B. Statewide Annual Total FTES		1,183,931
C. Average Expense of Education per FTES (A/B)		\$ 7,603
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)		7,961
F. Nonresident Tuition Fee per Semester Unit (E/30)		\$ 265
B.2 Highest Statewide Average Cost		
Highest year of the succeeding, current, and 4 prior years.		2019-20
Nonresident Tuition Fee per Semester Unit		\$ 265
C Contiguous District		
Contiguous District		
Maximum Fee (Contiguous District Nonresident Tuition Fee)		
Nonresident Tuition Fee per Semester Unit		
D Between Statewide Average and District Expense of Education		
Minimum (Option B.1 - Statewide Average Cost) per Semester Unit		\$ 265
Maximum (District Total Expense of Education)		\$ 212,188,697
Nonresident Tuition Fee per Semester Unit		
E Comparable States Average		
Nonresident Tuition Fee per Semester Unit		\$ 414

FS18-09 2019-20 Nonresident Fee Worksheet

Nonresident Capital Outlay Fee		
A. Capital Outlay expense for 2017-18	\$	47,526,588
B. FTES for 2017-18		28,638
C. Capital outlay expense per FTES (A/B)	\$	1,660
D. Capital Outlay Fee per Semester Unit (C/30)	\$	55.32
E. Adopted 2019-20 Nonresident Tuition Fee	\$	265
F. 50% of Adopted 2019-20 Nonresident Tuition Fee	\$	133
G. Maximum 2019-20 Nonresident Capital Outlay Fee (lesser of D or F)	\$	55

**California Community Colleges
2019-20 Nonresident Tuition and Capital Outlay Fee
South Orange County Community College District**

The district governing board has established Nonresident Fees as shown below.

Adoption Date: February 25, 2019

Nonresident Tuition Fee		Fee
Basis for Adoption (Select one)		
<input type="checkbox"/>	A.1 - District Average Cost	
<input type="checkbox"/>	A.2 - District Average Cost with 10 Percent or More Noncredit FTES	
<input checked="" type="checkbox"/>	B.1 - Statewide Average Cost	\$ 265
<input type="checkbox"/>	B.2 - Highest Statewide Average Cost	
<input type="checkbox"/>	C - Contiguous District	
<input type="checkbox"/>	D - Between Statewide Average Expense of Education & District Expense	
<input type="checkbox"/>	E - Comparable States Average	

Nonresident Capital Outlay		
Maximum Nonresident Capital Outlay Fee is \$ 55		
<input checked="" type="checkbox"/>	Nonresident Capital Outlay Fee	\$ 30

Contact Information

Signature: _____

Name: Ann-Marie Gabel

Title: Vice-Chancellor, Business Services

Phone: 949-582-4664

Email: agabel@socccd.edu

2019/20 Non-Resident Tuition Rate Calculation

**2019/20
Capital Outlay Fee Calculation
E.C.S. 76142**

A. Total Capital Outlay 2017-2018	\$ 47,526,588
B. FTES for 2017-2018	28,638
C. Capital outlay expense per FTES (A / B)	\$ 1,660
D. Calculated 2019/20 Capital Outlay Fee, per unit (C / 30)	\$ 55
E. Capital Outlay Fee, per unit Recommended *	\$ 30

**2019/20
Application Fee Calculation
E.C.S. 76142**

A. Admissions & Records Operating Expense for 2017/18 (per CCFS-311, A.C. 6200)	\$ 3,710,222
B. FTES for 2017-2018	28,638
C. Student cost per academic year (A / B)	\$ 130
D. Calculated 2019/20 Application fee, per semester (C / 2)	\$ 65
E. Application fee, per semester Recommended*	\$ 54

Comparison of Non-Resident Fees

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Non-Resident Tuition	\$ 211	\$ 256	\$ 258	\$ 265
Capital Outlay Fee	\$ 65	\$ 74	\$ 30	\$ 30
Application Fee	\$ 54	\$ 54	\$ 54	\$ 54

* Recommended 2019/2020 Fees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopt Resolution No. 19-03 to Authorize the Purchase of Computer Equipment, Related Devices and Services, Dell Marketing, L.P.

ACTION: Approval

BACKGROUND

Computer equipment replacement and related services for instructional and office use is ongoing. Both Saddleback College and Irvine Valley College have the need to replace existing Dell Marketing, L.P. servers and other computer equipment with updated versions to accommodate the District's technology needs.

California Public Contract Code Sections 20652 allow public agencies to utilize bids awarded by other public agencies (also known as "piggyback") obtaining the same price and the same terms and conditions as the awarding agency, when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district.

On November 16, 2015, the Board approved the use of National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreement No. MNWNC-108, in accordance with state of California Participating Addendum No. 7-15-70-34-003, which was effective April 1, 2015 through March 31, 2017. Amendment No. 1 to the Agreement extends the terms through March 31, 2020.

STATUS

The state of Minnesota, in association with NASPO/WSCA conducted a competitive bid for computer equipment and services (servers, desktops, laptops, tablets, related peripherals & services) and awarded Master Price Agreement No. MNWNC-108 to Dell Marketing, L.P. The state of California approved use of the agreement through the California Participating Addendum No.7-15-70-34-003, which is available for use by all California community college districts. The agreement allows the District to go directly through Dell or select from various resellers that offer the NASPO/WSCA pricing such as Sidepath Inc., LANAIR Group LLC, Pinnacle Business Solutions, Inc., and CovergeOne.

College staff has evaluated the market leaders in servers, desktop computing, and related services and found Dell Marketing, L.P. to provide the best value. After review, Procurement staff has determined that it is in the District's best interest to procure Dell

Marketing, L.P. computer equipment, related devices and services utilizing the NASPO/WSCA agreement, which is available for review in the Procurement, Central Services and Risk Management Department.

This approval applies to purchases made within the terms of Amendment No. 1 to the Agreement through March 31, 2020, and is contingent upon the availability of funds for each purchase.

Funding is available in approved basic aid accounts and individual departments' general fund accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-03 (EXHIBIT A) to approve contracting with Dell Marketing, L.P. for the purchase of computer equipment, related devices and services, pursuant to Amendment No. 1 to the Master Price Agreement No. MNWNC-108 awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-003.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 19-03
AUTHORIZING THE ACQUISITION OF COMPUTER EQUIPMENT
(SERVERS, DESKTOPS, LAPTOPS, TABLETS, RELATED PERIPHERALS &
SERVICES)

WHEREAS, the Governing Board (the “Board”) of the South Orange County Community College District (the “District”) has determined that a true and very real need exists for the acquisition of computer equipment (servers, desktops, laptops, tablets, related peripherals & services) owned by the District (“Computer Equipment”), and

WHEREAS, the Governing Board of a community college district may under Section 20652 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the District, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the District in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Governing Board of a community college district, under Section 10299 of the California Public Contract Code, may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290), Chapter 3 (commencing with Section 12100), and Chapter 3.6 (commencing with Section 12125) of the California Public Contract Code; and

WHEREAS, pursuant to California Public Contract Code sections 10299 and 20652 and California Government Code section 6500 et seq., the District participates in the National Association of State Procurement Officials (“NASPO”) under the Western State Contracting Alliance (“WSCA”) program, a multi-state purchasing group for governmental entities and community college districts; and

WHEREAS, On November 16, 2015, the Board approved the use of National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreement No. MNWNC-108, in accordance with state of California Participating Addendum No. 7-15-70-34-003, which was effective April 1, 2015 through March 31, 2017; and

WHEREAS, Amendment No. 1 to the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreement No. MNWNC-108 extends the terms through March 31, 2020; and

WHEREAS, the Board of the District has determined that it can purchase the Computer Equipment from Dell Marketing, L.P. (“Dell”) through a bid procured by the National Association

of State Procurement Officials and Western State Contracting Alliance, current through March 31, 2020 (the “WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108, Amendment No. 1) and associated California Participating Addendum No. 7-15-70-34-003 (“California Addendum”); and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the purchase of the Computer Equipment from Dell through the WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and the California Addendum, both of which on file at the District’s Procurement, Central Services & Risk Management Office; and

WHEREAS, the Board of the District has by this Resolution determined the need for the Computer Equipment and authorized the purchase from Dell pursuant to the terms, conditions, and documents established in the WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and California Addendum; and

WHEREAS, the Board of the District has determined that the WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and California Addendum is the most economical means for providing the Computer Equipment to the District; and

WHEREAS, whenever applicable (contingent to product categories) the District intends to negotiate higher tiered volume discounts that are over and above the base line list price per the WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 products and service schedule; and

WHEREAS, this Resolution shall not limit the District’s ability to obtain or piggyback on competitive bids should the price be lower than Dell directly.

NOW THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that purchases of the Computer Equipment under the WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and California Addendum will save administrative time and expense, deliver cost savings, and will be the most economical means for providing the Computer Equipment to the District.

Section 3. The Board hereby finds and determines the acquisition of the Computer Equipment from Dell under WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and California Addendum, pursuant to Public Contract Code sections 10299 and 20652 and Government Code Section 6500, to be in the best interest of the District.

Section 4. The WSCA-NASPO Computer Equipment Master Agreement No. MNWNC-108 and California Addendum is hereby approved and ratified. The Chancellor or the Chancellor’s designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 5. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South Orange County Community College District this 25th day of February 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, Kathleen Burke, Chancellor of the South Orange County Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

Secretary of the Governing Board
South Orange County Community College District

I, James R. Wright, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College at a regular meeting thereof held on the 25th day of February 2019, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 25th day of February 2019.

Clerk of the Governing Board
South Orange County Community College District

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-112 Duties and Responsibilities of the Board of Trustees, BP-118 Committees of the Board, BP-122 Closed Sessions, BP-124 Special and Emergency Meetings, BP-136 Minutes of the Board of Trustees, BP-138 Recording of Board of Trustee Meetings, BP-152 Presentation of Initial Collective Bargaining Proposals, BP-180 Respectful Interactions and Collaboration

ACTION: Review and Study

BACKGROUND

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

STATUS

Eight board policies (EXHIBITS A through H) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee, the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on February 14, 2019 for review and recommendation to the Chancellor.

RECOMMENDATION

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

BOARD POLICY

112

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

DUTIES AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

The Board of Trustees governs on behalf of the ~~citizens~~ residents of the South Orange County Community College District in accordance with the authority granted and duties defined in Education Code, and in consideration of statewide emphases.

The Board is committed to:

- Establishing the mission and vision of the District
- ~~Assuring~~ Ensuring the development and implementation of short-term and long-term educational, ~~and facilities~~ and technology plans
- ~~Assuring~~ Ensuring fiscal health and stability
- Monitoring institutional performance, effectiveness and educational quality; including approving curriculum and programs
- Delegating ~~power and~~ authority to the Chancellor/Chief Executive Officer to effectively lead and manage the ~~district~~ District
- Working respectfully with the Chancellor and the District/College faculty and staff
- ~~Referring~~ Offering suggestions and referring concerns to the Chancellor
- Working respectfully with other Board members
- Hiring and evaluating the Chancellor
- Advocating for and protecting the District
- Establishing policies that implement the College and District mission and goals, and set prudent, ethical and legal standards for college and District operations
- Representing the public interest

Reference:

Accreditation Standard IVB-1.dC
Education Code 70902

BOARD POLICY

118

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

COMMITTEES OF THE BOARD

The Board of Trustees may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by ~~board~~ Board action shall comply with the requirements of the Brown Act and with Board policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the Board that are advisory are not required to comply with the Brown Act, or with these policies regarding open meetings, unless they are standing committees.

Board committees that are only advisory have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

The Board of Trustees has established the following sub-committees:

- Audit
- Board Policy

Reference:

Government Code Section 54952

Adopted: 7-28-08

Reviewed by BPARAC & Chancellor on
5-20-13. No recommended change to
policy.

BOARD POLICY

122

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

CLOSED SESSIONS

Closed sessions of the Board shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the ~~district's~~ District's membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees;
- consideration of gifts from a donor who wishes to remain anonymous; or
- consideration of a response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote or abstention of every member present. If the vote is not unanimous, the roll call vote will be announced.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board or by law.

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Chancellor or Vice Chancellor of Human Resources. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

Reference:

Government Code Sections 54956.8, 54956.9, 54957, 54957.6; 11125.4

Education Code Section 72122

BOARD POLICY

124

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

SPECIAL AND EMERGENCY MEETINGS

Special meetings may ~~from time to time~~ be called, as needed, by the President of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that is described in the notice for the meeting before or during consideration of that item.

Emergency meetings may be called by the President of the Board, or the Chancellor in his or her capacity as secretary to the Board, when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances, as permitted by the Brown Act; including work stoppage, crippling disasters, and other activity that severely impairs public health and/or safety. For purposes of this Policy, emergency consists of those circumstances set forth in Government Code.

During an emergency meeting, the Board may meet in closed session when such a meeting is authorized by the Brown Act ~~Government Code~~ to discuss a dire emergency.

The Chancellor shall ensure that notice of such meetings is posted, provided to the local news media, and published as required by law.

Reference:

*Government Code Section 54956, 54956.5, 54957;
Education Code Section 72129*

BOARD POLICY

136

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

MINUTES OF THE BOARD OF TRUSTEE MEETINGS

The Chancellor shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. The minutes shall be public records and shall be available to the public. ~~If requested, the~~ minutes shall be made available in appropriate alternative formats upon request by a ~~so as to be accessible to persons with a disability.~~

The minutes shall also record the names of ~~those~~ the Board members present, all motions, the name of those making and seconding motions, and the vote on each motions.

Reference:

*Education Code Section 72121(a);
Government Code Section 54957.5*

BOARD POLICY

138

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RECORDING OF BOARD OF TRUSTEE MEETINGS

Any audio or video recording of an open and public Board meeting made by or at the direction of the Board shall be subject to inspection by members of the public in accordance with the California Public Records Act as specified in; Government Code. The Chancellor shall enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board of Trustees to cease recordingstop.

Reference:

Government Code Sections 54953.5, 54953.6; ~~6250~~

Education Code Section 72121(a)

BOARD POLICY

152

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

The Chancellor shall enact administrative ~~procedures~~ regulations that ~~ensure~~ assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of Trustees of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive employee representative or the District itself presents an initial proposal for consideration in accordance with the collective bargaining agreement.

Reference:

Government Code Section 3547

BOARD POLICY

180

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RESPECTFUL INTERACTIONS AND COLLABORATION ~~DELETE~~

~~The South Orange County Community College District board of trustees, chancellor, presidents, administrators and managers, faculty, students, and staff, shall foster a district wide culture of mutually respectful interactions, cooperation, and a climate of civility.~~

~~It is recognized that disagreement and informed debate may occur in an academic setting. This Policy does not seek to abridge for any purpose the freedoms of employees, students, or the public, nor support retaliatory behavior for any reason.~~

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3006 Sustainability, BP-4056 Classified Employees Participation in Decision Making, BP-4076 Compensation, BP-4080 Personal Necessity Leave for Academic Administrators and Classified Administrators/Managers, BP-5800 Prevention of Identity Theft In Student Financial Transactions

ACTION: Approval

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

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on January 10, 2019 for review and recommendation to the Chancellor. EXHIBITS A-E were brought to the Board of Trustees on January 22, 2019 for review and study.

RECOMMENDATION

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

BOARD POLICY

3006

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

SUSTAINABILITY

~~The South Orange County Community College District will develop practices and procedures that continue the legacy of leadership in sustainability in all areas of the colleges, including faculty and staff development, instruction, operations, construction, facilities, land use, energy conservation, and environmental integrity. The Energy and Sustainability Regulation will include goals and guidance for all facets of the college that ensure the evolution of best practices in sustainability.~~

The South Orange County Community College District supports resource and environmental conservation. The District shall maintain a Sustainability and Energy Plan (SAEP) supporting the ability and use of resources to meet both present and future generational needs.

The District shall establish environmental and organizational practices conducive to student learning and to the health and well-being of the community. , as well as maintain an atmosphere where students, faculty, and staff can develop the knowledge and skills of environmental sustainability and promote a deeper understanding of sustainability by utilizing the campus as a living lab that creates the interdisciplinary connections between campus and district operations, the academic experience of students, and the broader community. Using the college campuses as a living laboratory, students, faculty, and staff will develop environmental sustainability knowledge and skills, promote a deeper understanding of sustainability, and create interdisciplinary connections between college and District operations, the academic experience of students, and the broader community.

The Board of Trustees delegates to the Chancellor, or designee, the authority to exercise environmental stewardship, develop educational opportunities, promote environmentally responsible business processes, and economically manage the use of buildings, lands, and natural resources toward increased sustainability.

BOARD POLICY

4056

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

CLASSIFIED EMPLOYEES PARTICIPATION IN DECISION MAKING

The South Orange County Community College District classified professionals (“staff”) shall be provided with opportunities to participate effectively in District and college governance, and in the joint formulation and development of District policies and procedures; that the Board reasonably determines; in consultation with the Classified Senates; and have or will have a significant effect on staff. The opinions and recommendation of the Classified Senates of the District will be given every reasonable consideration.

References:

Title 5, California Code of Regulations Section 51023.5

California Education Code Section 70901.2(a), 70902

Government Code Sections 3540 et. sSeq., 2543.2

Accreditation Standard IV.A

Adopted: 12-11-00

Revised: 05-24-04

Revised: 01-31-05

Revised: 12-11-06

Revised: 08-27-12

BOARD POLICY

4076

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

COMPENSATION

The Board of Trustees shall negotiate salary schedules with each District bargaining unit, as defined by the Educational Employment Relations Act. The ~~board~~ Board may establish a separate and specified salary or salary schedule for selected or designated administrators, classified management, non-bargaining (professional experts, short-term, and substitutes), and unclassified positions.

The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as “covered employees” for purposes of this policy.

The Board of Trustees is committed to public accountability and disclosure of employee compensation. At the request of the Board, a ~~publicly available~~ report shall be provided, ~~submitted each year to the Board of Trustees, at the September board meeting,~~ listing compensation of all employees by position title.

Reference:

Education Code Sections 70902(b)4, 87801, and 88160
Government Code Section 53200

Adopted:	02-13-68	Revised:	02-28-94	Revised:	08-29-11	Page 1 of 1
Revised:	06-04-69	Revised:	04-26-99	Revised:	03-26-12	
Revised:	04-10-89	Revised:	10-24-05	Revised:	02-24-14	

BOARD POLICY

4080

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

PERSONAL NECESSITY LEAVE FOR **ACADEMIC ADMINISTRATORS**
AND CLASSIFIED **ADMINISTRATORS/MANAGERS** MANAGEMENT
PERSONNEL

Accumulated sick leave may be used by an employee in cases of personal necessity; however, a personal necessity leave cannot exceed seven (7) days in any single fiscal year. Events or conditions considered as personal necessity are outlined in the administrative regulation.

References:

California Education Code, Sections 87781.5, 87784, 88194, and 88207
Labor Code, Section 233, 230.7, 230.8, 230.(g)

Adopted: 6-04-69
Revised: 2-22-72
Revised: 1-10-77
Revised: 4-10-89
Revised: 4-26-99
Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 7-6-11 No Recommended Change to Policy
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Revised: 4-30-12

BOARD POLICY

5800

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS

When the District serves as a creditor in relation to its students and when applicable, the Chancellor or his/her designee, will develop ~~procedures to~~ and implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risk to students from identity theft.

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students.

Reference:

15 U.S. Code Section 1681 m(e)

Fair and Accurate Credit Transactions Act (FACT Act or FACTA)–(Pub.L. 108-159)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of 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 classified administrators' personnel actions as shown in Exhibits A and B.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. GUSMAN, FRANCES, ID #024115 is to be employed as Interim Dean of Enrollment Services, Pos. #P0014733, Office of Student Services, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 4 (26.17% FTE), effective December 3, 2018. **Education:** M.A. Educational Administration, California State University, Northridge; B.A. Hispanic Civilization, University of California, Santa Barbara. This is a temporary replacement until the full time permanent position is filled. (Exhibit B, pages 1-3)
- b. VANSCHOELANDT, DEBRA, ID #022866 is to be employed as Dean of Career and Continuing Education and Integrated Design, Engineering and Automation, Categorical, Pos. #P0014793, Office of Instruction, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 2 (\$155,424), effective December 1, 2018. **Education:** M.S. Education (Higher Education), California State University, Fullerton; B.A. Sociology, California State University, Long Beach. This position was approved by the Board of Trustees on January 22, 2019 as part of a reorganization. (Exhibit B, pages 4-7)
- c. WATHEN, CORY, ID #024239 is to be employed as Vice President for College Administrative Services, Pos. P0004523, Office of the President, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 25, Step 5 (\$208,272), effective February 19, 2019. **Education:** MBA Business Administration, California State University, Sacramento; B.S. Physiology, University of California, Davis. (Exhibit B, pages 8-11)

2. FULL-TIME FACULTY EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. NASTANSKI, JENNIFER, ID #020640 is to be employed as Nursing Instructor, Pos. #P0002896, Division of Health Sciences & Human Services, Saddleback College, effective January 8, 2019. Approximate Salary Placement: Range V, Step 1. **Education:** M.S.N., Nursing, California State University, Long Beach; B.A., Psychology, California State University, Fullerton.

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Ackerman, Casey	PhD/Counseling Psychology	Psychology/SC	5	01/14/19
Alrayes, Samer	MA/English	Tutor/SC	2	01/14/19

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** - (Ratified - Pursuant to Board Policy 4002.1) - Continued

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
¹ Altman, Cheryl	MS/Reading Education	Reading/SC	5	01/14/19
Amirrad, Farideh	MS/Pharmaceutical Science	Tutor/IVC	2	01/14/19
² Chin, Lem	MA/Architecture	Architecture/SC	2	01/14/19
Collins, Christopher	MFA/Studio Arts	Art/SC	2	01/14/19
Curry, Maureen	MA/History	Interior Design/SC	5	01/14/19
Desipris, Anna Maria	BA/International Affairs	Horticulture/SC	1	01/14/19
Dodd, Dan	Equivalency	Kinesiology/SC	1	01/14/19
³ Duquette, Jan	MA/Physical Education	Kinesiology/SC	7	01/14/19
English, Noemi	BA/Automotive Mktg	Automotive/SC	1	01/14/19
Evans, John Michael	Equivalency	Horticulture/SC	1	01/14/19
Feng, Haiyu	MS/Nursing Education	Nursing/SC	2	01/14/19
Ferrell, Ben	Equivalency	Art/SC	1	01/14/19
Figueira, Vera	MS/Applied Linguistics	ESL/SC	5	01/14/19
Gutierrez, Crystal	Equivalency	AEWD/SC	1	01/14/19
Kennedy, Taylor	MS/Geology	Geology/SC	2	01/14/19
Kesinger, Allen	MS/Library Science	Librarian/SC	2	01/14/19
Kesinger, Allen	MS/Library Science	Librarian/IVC	2	01/14/19
Li, Fang	MFA/Fine Art	Art/IVC	3	01/14/19
Lindstrom, Peter	Equivalency	Automotive/SC	1	01/14/19
Morgan, Gloria	MS/Nursing Education	Nursing/SC	2	01/14/19
⁴ Murphy, William	AA/Criminal Justice	Administration of Justice/IVC	1	01/14/19
Neill, Carolyn	MS/Nursing	Nursing/SC	2	01/14/19
Ozawa, Rie	Equivalency	Japanese/IVC	5	01/14/19
Ridgway, Aerin	MFA/English Writing	English/IVC	2	01/14/19
Sherman, Jacob	Equivalency	Economics/SC	1	01/14/19
Shieh, ROUNG-MIN	MS/Engineering	Electronic Tech./ATEP	4	01/14/19
Shinozuka, Jeannie	PhD/History	History/IVC	5	01/14/19
Torres, Hilario	MS/Counseling	Counselor/SC	2	01/14/19
Tseng, Erica	Equivalency	Chemistry/ATEP	5	01/14/19
Wang, Cherng Jieh	Equivalency	Computer Science/SC	2	01/14/19
Womack, Malia	MA/Human Rights	Women's Studies/SC	5	01/14/19
Yaghmaei, Sepi	PhD/Chemistry	Chemistry/IVC	5	01/14/19
Yimenu, Bethlehem	PhD/Psychology	Psychology/IVC	5	01/14/19

¹ Calstrs Retiree

² Calstrs Retiree

³ Calstrs Retiree

⁴ Temporary Substitute Employee, (assignment ended 02/14/19)

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal year.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Agortsas, Alexander	CPR and AED Trainer	\$329.28	01/08/19-01/08/19
Carnie, Henry	Curriculum Review Lead 2	\$2,732.00	01/14/19-05/22/19
Cruz, Raul	Choreography (1)	\$1,500.00	01/14/19-05/22/19
Rossiter, Jon	Early College Facilitator 7	\$100.00	01/14/19-05/22/19

Total for Month: General Fund/IVC \$ **4,661.28**
2018-2019 IVC FISCAL YEAR TOTAL TO DATE \$ **356,374.56**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal year.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Ochoa, Lucas	Forensic Coach	\$5,250.00	01/14/19-05/22/19
O'Rourke, Shawn	Forensic Coach	\$5,250.00	01/14/19-05/22/19
Porter, Jennifer	Assist Students in Photo Lab	\$246.96	11/28/18-12/05/18
Silveira, Lisa	Chair, Mathematics	\$6,830.00	01/08/19-05/24/19

Total for Month: General Fund/Saddleback College \$ **17,576.96**
2018-2019 SC FISCAL YEAR TOTAL TO DATE \$ **430,517.63**

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Akhavan, Susan	AESL 502 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Beasley, James	ESL Assessment Reader (SSSP) 4	\$329.28	08/20/18-12/19/18
Clarke, Kristy	SWP Biotech 273 Dev.	\$823.20	01/14/19-05/22/19
Goncalves, Mauricio	ESL Assessment Reader (SSSP) 3	\$473.34	08/20/18-12/19/18
Jerome, Amanda	ESL Assessment Reader (SSSP) 2	\$391.02	08/20/18-12/19/18
McMahan, Terri	AESL 501 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Warner, Brent	ESL Assessment Reader (SSSP) 6	\$493.92	08/20/18-12/19/18
Wilson, Jeff	ESL Assessment Reader (SSSP) 7	\$411.60	08/20/18-12/19/18

Total for Month: Non-General Fund/Irvine Valley College \$ 4,157.16
2018-2019 IVC FISCAL YEAR TOTAL TO DATE \$ 332,352.74

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Baggs,-Metcalf, Tiffany	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Barr, Douglas	OER Adoption, COUN 160	\$500.00	01/14/19-02/15/19
Bravo, Adam	Jazz Combo Evaluations	\$100.00	10/24/18-10/31/18
Brunner, Janelle	BSI AHE Practicum Lead	\$1,234.80	01/08/19-05/06/19
Budica, Jessica	BSI English PLC Lead	\$1,646.40	01/08/19-05/06/19
Camelot, Allison	Guided Pathways	\$205.80	08/20/18-12/19/18
Casil, Amy	LVLUP-Eng. PD-Online Workshop	\$493.92	09/03/18-11/30/18
Chatham, Lynne	LVLUP-Eng. PD-Online Workshop	\$493.92	09/03/18-11/30/18
Cooper, Karin	OER Adoption, ENG 1A	\$500.00	01/14/19-04/30/19
Cooper, Karin	LVLUP-Eng. PD-Online Workshop	\$493.92	09/03/18-11/30/18
Druce, Sharon	Program Coordinator Med. Assisting	\$1,350.00	01/03/19-01/30/19
Durgom-McQuown, Lynn	Costume Designs – Fall Performances	\$4,116.00	08/20/18-10/26/18
Eaton, George	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Engels, Michael	LVLUP- Embedded Acad. Support	\$823.20	01/14/19-05/22/19
Engels, Michael	BSI CPR Retreat Lead	\$370.44	01/14/19-03/29/19
Foote, Alan	Excel Customized Training	\$823.20	12/03/18-12/17/18
Fredrickson, Scott	Leading from the Middle Academy	\$329.28	03/14/19-03/16/19

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

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Gabdrakhmanova, Farida	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Ghanbarpour, Christina	Guided Pathways	\$411.16	08/20/18-12/19/18
Gilbert, Annie	AESL to ESL Guided Pathways	\$412.00	11/30/18-11/30/18
Gonzalez, Frank	BSI Community Practice Lead	\$185.22	02/01/19-04/12/19
Gonzalez, Sara	LVLUP-Eng. PD Online W/S Dev.	\$1,029.00	01/08/19-03/31/19
Gonzalez, Sara	BSI AHE Practicum Lead	\$1,234.80	01/08/19-05/06/19
Goodman, Rich	Bridging Drug Court Participants to Saddleback College	\$1,029.00	01/14/19-05/22/19
Goulding, Carrie	LVLUP-Eng. PD Online Workshop	\$411.60	09/03/18-11/30/18
Goulding, Carrie	Leading from the Middle Academy	\$329.28	03/14/19-03/16/19
Gregory, Eric	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Hedgecock, Jennifer	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Huggins, Barbara	Accreditation Commission for the Education in Nursing	\$4,500.00	12/01/18-12/30/18
Hughes, Luther	Jazz Combo Evaluations	\$100.00	10/24/18-10/31/18
Ibbotson, Jill	AESL to ESL Guided Pathways	\$412.00	11/30/18-11/30/18
Inman-Olinger, Alex	AESL to ESL Guided Pathways	\$206.00	11/30/18-11/30/18
Johnson, Paul	Jazz Combo Evaluations	\$50.00	10/24/18-10/24/18
Johnson, Paul	Third Year Applied Private Lessons	\$750.00	08/20/18-12/19/18
Kohl, Colin	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Kouritas, Georgios	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Leppien-Christensen, Kris	Leading from the Middle Academy	\$329.28	03/14/19-03/16/19
Major, Nicole	Week of Workshops Facilitator	\$200.00	01/08/19-01/11/19
Martinez, Marc	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
McGirr, Julie	AESL to ESL Guided Pathways	\$412.00	11/30/18-11/30/18
McMurtrey, Megan	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Medling, Jane	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Millovich, June	OER Adopation, CDE 7	\$500.00	01/14/19-04/30/19
Millovich, June	OER Adopation, CDE 11	\$500.00	01/14/19-04/30/19
Millovich, June	OER Adopation, CDE 15	\$500.00	01/14/19-04/30/19
Millovich, June	OER Child Dev. Coordinator	\$2,000.00	01/14/19-04/30/19
Myhren, Brett	OER Adoption, Eng 1A	\$500.00	01/14/19-04/26/19
Myhren, Brett	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Myhren, Brett	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Ochi, Shellie	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18

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

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Peck, Paris	BSI CPR Retreat Lead	\$370.44	01/14/19-03/29/19
Pinter, Gerald	Jazz Combo Evaluations	\$100.00	10/24/18-10/31/18
Pinter, Gerald	Third Year Applied Private Lessons	\$750.00	08/20/18-12/19/18
Rodriguez-Morris, Eva Marie	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Romesburg, Rod	LVLUP-Eng. PD Online Workshop	\$493.92	09/03/18-11/30/18
Rosenn, Tristen	Jazz Combo Evaluations	\$100.00	10/24/18-10/31/18
Rosenn, Tristen	Third Year Applied Private Lessons	\$750.00	08/20/18-12/19/18
Scarfone, Femia	AESL to ESL Guided Pathways	\$412.00	11/30/18-11/30/18
Smith, Christina	OER Adoption, CDE 15	\$500.00	01/14/19-04/30/19
Smith, Christina	OER Child Dev. Coordinator	\$2,000.00	01/14/19-04/30/19
Smith Christina	Guided Pathways	\$205.80	08/20/18-12/19/18
Stout, Ron	Jazz Combo Evaluations	\$100.00	10/24/18-10/31/18
Toscano, Laura	LVLUP-Embedded Acad. Support	\$823.20	01/14/19-05/22/19
Tran, Lisa	Leading from the Middle Academy	\$329.28	03/14/19-03/16/19
Walker, Tina	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Wetlesen, Sandy	Citizenship Interviews AESL Students	\$411.60	01/14/19-05/22/19
Whynaught, Jeffrey	OER Adoption, ENG 1B	\$500.00	09/01/18-12/10/18
Wolff, Michelle	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
⁵ Zaino-Hall, Rebecca	AEWD – Faculty Coordination	\$5,466.00	01/14/19-05/22/19
Zimmerman, Ray	Week of Workshops Facilitator (SSSP)	\$200.00	01/08/19-01/11/19
Total for Month: Non-General Fund/Saddleback College		\$ 47,957.98	
2018-2019 SC FISCAL YEAR TOTAL TO DATE		\$ 376,961.57	

D. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. BAGWELL, JANET ID #009248, Reading Instructor, Pos #P0002532, Division of Liberal Arts, Saddleback College, has requested to participate in a reduction in teaching contract to 60% workload beginning academic year 2019-20 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2015-2018. CalSTRS Reduced Workload Program participation effective date is August 12, 2019.

⁵ This stipend is to replace a stipend that was approved by the Board of Trustees on January 22, 2019 in the amount of \$2,732.00. The 2018-2019 SC Fiscal Year Total to Date has been adjusted accordingly.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. KNAPP, REBECCA, ID #017602, Business Instructor #P0001720, Division of Business Sciences and Economic Workforce Development, Saddleback College, resignation effective February 3, 2019. Payment is authorized for any compensated time off. (Start date: August 16, 2010).
2. MURTZ, ALBERT, ID #002673, Computer Information Systems Instructor #P0001880, School of Math, Computer Science and Engineering, Irvine Valley College, retirement effective May 25, 2019. Payment is authorized for any compensated time off. (Start date: August 21, 1984).



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
INTERIM DEAN OF ENROLLMENT SERVICES
IRVINE VALLEY COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
FRANCES GUSMAN**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into and made effective on the 3rd day of December, 2018, 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. Frances Gusman (hereinafter "Ms. Gusman").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Dean of Enrollment Services. Ms. Gusman is hereby employed as Interim Dean of Enrollment Services at Irvine Valley College for a period of time commencing on December 3, 2018, and ending on April 30, 2019 (26.17% FTE), or sooner as provided herein. The Interim Dean of Enrollment Services is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).
2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This Agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
3. Powers and Duties. Ms. Gusman shall perform all of the powers and duties of the position of Interim Dean of Enrollment Services at Irvine Valley College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Gusman may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.
4. Salary. Salary paid to the Interim Dean of Enrollment Services shall be paid at Range 22, Step 4 (26.17% FTE), of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Interim Dean of 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 nor operate as an extension or renewal of this Agreement.
5. Professional Schedule. Ms. Gusman shall be required to render a maximum of 63 days of full and regular service to the District during the term covered by this Agreement. Ms. Gusman shall not accrue sick leave nor vacation days as part of this Agreement.

6. Expenses and Required Memberships:

6.1 The District shall reimburse Ms. Gusman, as actually budgeted, and in accordance with District policies and procedures, for all actual and necessary expenses incurred in attending meetings, conferences and other activities required of Ms. Gusman in the performance of the duties of Interim Dean of Enrollment Services at Irvine Valley College.

6.2 In addition to any reimbursement provided under Section 6.1, above, the District will reimburse Ms. Gusman for travel expenses outside the County of Orange in accordance with District policies and procedures.

7. Amendment, Termination, or Non-renewal.

7.1 This Agreement may be amended by mutual written agreement between the parties.

7.2 Non-renewal of this Agreement shall be in accordance with Education Code Section 72411. However, as this is an interim assignment for less than one year with an expiration date of no later than April 30, 2019, no further notice of termination shall be required.

7.3 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 Interim Dean of Enrollment Services with 30 days written notice. If the Board determines to terminate this Agreement pursuant to this Section, the Interim Dean of Enrollment Services shall not be entitled to any additional procedural protections. Upon the effective date of termination pursuant to this Section, the Interim Dean of Enrollment Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

8. 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.

9. 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.

10. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with, the laws of the State of California.

11. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Dr. Kathleen F. Burke
Chancellor
South Orange County Community College District

Dated _____

by _____
Frances Gusman
Interim Dean of Enrollment Services
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF CAREER AND CONTINUING EDUCATION AND
INTEGRATED DESIGN, ENGINEERING AND AUTOMATION
(CATEGORICALLY FUNDED)
IRVINE VALLEY COLLEGE**

**BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DEBRA VANSCHOELANDT**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of December, 2018, 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. Debra Vanschoelandt (hereinafter "Ms. Vanschoelandt").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Career and Continuing Education and Integrated Design, Engineering and Automation. Ms. Vanschoelandt is hereby employed for a period commencing on December 1, 2018, and ending on June 30, 2021, as the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation at Irvine Valley College. Dean of Career and Continuing Education and Integrated Design, Engineering and Automation 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. It is expressly understood that the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation is employed in a categorically funded position. It is further understood that employment will automatically terminate upon the expiration or elimination of funding, elimination of the categorically funded project for which the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation serves, as set forth herein, or conclusion of the contract term or the funded project.

3. Powers and Duties. Ms. Vanschoelandt shall perform all of the powers and duties of the position of Dean of Career and Continuing Education and Integrated Design, Engineering and Automation at Irvine Valley College, as set forth in the position description, and such other duties as may be assigned.

4. Salary. Salary paid to the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 2, \$155,424 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 of Career and Continuing Education and Integrated Design, Engineering and Automation's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor 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 (243 days) to the District during each annual period covered by this Agreement, or any successor. 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, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Vanschoelandt may accrue vacation days up to a maximum of forty-eight (48) days. Once she reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Vanschoelandt 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 Vice President for Instruction, Irvine Valley College.

6. Performance Evaluations.

6.1 The Vice President for Instruction, Irvine Valley College, will provide Ms. Vanschoelandt with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction, Irvine Valley College, will set Ms. Vanschoelandt's goals for each 12-month period by June 20 of each college year. Ms. Vanschoelandt's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Instruction, Irvine Valley College, 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 procedures, 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 of Career and Continuing Education and Integrated Design, Engineering and Automation.

7.2 In addition to any reimbursement provided under section 7.1 above, the District will reimburse Ms. Vanschoelandt for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. Vanschoelandt with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Ms. Vanschoelandt and her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Ms. Vanschoelandt, her spouse and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code Sections 72411, 72411.5, and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation written notice of non-renewal by the December 31 immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of non-renewal by the December 31 immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

9.3 This Agreement may be terminated by the Board prior to its expiration, or automatically upon the expiration or elimination of funding, elimination of the categorically funded project for which the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation serves, or conclusion of the funded project. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation 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 of Career and Continuing Education and Integrated Design, Engineering and Automation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Career and Continuing Education and Integrated Design, Engineering and Automation 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 Dean of Career and Continuing Education and Integrated Design, Engineering and Automation, provide the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Ms. Vanschoelandt has not previously acquired tenure in the District as a faculty member and expressly understands that by accepting employment to perform services under contract for a categorically funded project of indeterminate duration, she does not have the right to be assigned to a first-year probationary position upon the termination of this Agreement as set forth in Education Code Section 87458.

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 of Career and Continuing Education and Integrated Design, Engineering and Automation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this Section, the Dean of Career and Continuing Education and Integrated Design, Engineering and Automation 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. Ms. Vanschoelandt shall reimburse the District for any cash settlement, or for any salary paid during leave related to the investigation of an underlying offense, or for legal criminal defense funds provided by the District, if Ms. Vanschoelandt's contract is terminated as a result of a conviction for a crime involving the abuse of her office or position as defined in California Government Code Section 53243 et seq. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

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. 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.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Dr. Kathleen F. Burke
Chancellor
South Orange County Community College District

Dated _____

by _____
Debra Vanschoelandt
Dean of Career and Continuing Education
and Integrated Design, Engineering and Automation
(Categorically Funded)
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
VICE PRESIDENT FOR COLLEGE ADMINISTRATIVE SERVICES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
CORY WATHEN**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of February, 2019, 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 Mr. Cory Wathen (hereinafter "Mr. Wathen").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President for College Administrative Services. Mr. Wathen is hereby employed for a period of time commencing on February 19, 2019, and ending on June 30, 2021, as the Vice President for College Administrative Services at Saddleback College. Vice President for College Administrative Services is a classified employee as defined in Education Code Section 87001(a), and a classified administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).
2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
3. Powers and Duties. Mr. Wathen shall perform all of the powers and duties of the position of Vice President for College Administrative Services at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Wathen may be transferred or assigned to any duties or positions for which he possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.
4. Salary. Salary paid to the Vice President for College Administrative Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 5, \$208,272 per annum, with future increases according to the salary schedule. 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 for 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 nor operate as an extension or renewal of this Agreement.
5. Professional Schedule and Vacation. Mr. Wathen shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. Mr. Wathen shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Wathen shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in

the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Mr. Wathen may accrue vacation days up to a maximum of forty-eight (48) days. Once he reaches this maximum amount he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Wathen shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President, Saddleback College.

6. Performance Evaluations.

6.1 The President, Saddleback College will provide Mr. Wathen with periodic opportunities to discuss the President/Vice President relationship.

6.2 The President, Saddleback College will set Mr. Wathen's goals for each 12-month period by June 20. Mr. Wathen's performance in achieving those goals and carrying out his 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. Wathen, as actually budgeted, and in accordance with District policies and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Wathen in the performance of the duties of Vice President for College Administrative Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Wathen for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Mr. Wathen with a monthly stipend of \$475 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 for cell phone use. The Vice President shall also receive a one-time \$2,500 relocation stipend, to be reimbursed upon approval of the Vice Chancellor, Human Resources with certain terms and conditions, payable during the term of this agreement.

8. Fringe Benefits:

8.1 The District shall provide to Mr. Wathen and his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Mr. Wathen, his spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. However, no later than December 31, 2020, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Wathen 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. Wathen, this Agreement will terminate effective at the close of business on June 30, 2021. 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 two additional years 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 for 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 for 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 for College Administrative Services may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President for College Administrative Services, provide the Vice President for College Administrative Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for 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 for 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 for College Administrative Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for 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. Offset against this amount shall be any amount of compensation that Mr. Wathen could earn as a full-time first year probationary faculty member employed in the District. Any early termination pursuant to this Section shall not include any other noncash items, and Mr. Wathen'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.

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. 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.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

by _____ Dated _____
Dr. Kathleen F. Burke
Chancellor
South Orange County Community College District

by _____ Dated _____
Mr. Cory Wathen
Vice President for College Administrative Services
Saddleback College

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Faculty Conversion to Canvas One-Time Stipends
ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Tseng, Beatrice	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19

February 25, 2019	IVC Canvas Conversion	\$ 5000.00
January 22, 2019	IVC Canvas Conversion	13,000.00
December 10, 2018	IVC Canvas Conversion	-
November 19, 2018	IVC Canvas Conversion	-
October 29, 2018	IVC Canvas Conversion	37,000.00
September 24, 2018	IVC Canvas Conversion	17,000.00
August 27, 2018	IVC Canvas Conversion	45,500.00
July 30, 2018	IVC Canvas Conversion	35,500.00
June 25, 2018	IVC Canvas Conversion	163,000.00
May 21, 2018	IVC Canvas Conversion	145,000.00
April 30, 2018	IVC Canvas Conversion	50,500.00
March 26, 2018	IVC Canvas Conversion	-
	TOTAL TO DATE:	\$511,500.00

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017) - 2017/2018 and 2018/2019** fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Abelson, Robert	Canvas Conversion, Hybrid	\$2,500.00	08/21/17-12/20/17
Barnett, Jeffrey	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Barragan, Valeria	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Bodhanwala, Homi	Canvas Conversion, Web-Enhanced	\$1,000.00	01/14/19-05/22/19
Bower, Karyn	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Hernandez-Bravo, Carmenmara	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Hiduke, Gail	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Kath, John	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Macduff, Tom	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Mendoza, Paulino	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Murray, Pete	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
O'Shea, Erin	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Ray, Shatarupa	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Shah, Shraddha	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/23/18
Smith, Maureen	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
Westcott, John	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/18/18

February 25, 2019	SC Canvas Conversion	\$ 49,500.00
January 22, 2019	SC Canvas Conversion	41,000.00
December 10, 2018	SC Canvas Conversion	14,000.00
November 19, 2018	SC Canvas Conversion	20,000.00
October 29, 2018	SC Canvas Conversion	190,500.00
September 24, 2018	SC Canvas Conversion	56,500.00
August 27, 2018	SC Canvas Conversion	184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00
TOTAL TO DATE:		\$1,043,000.00

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Classified Personnel Actions – Regular Items
ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of 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 Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- a. GARCIA, AMY is to be employed as Program Assistant, Categorical, Pos. #P0005074, Community Education, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 2, 25 hours per week, 12 months per year, effective January 14, 2019. Employment in this position is contingent upon funding by Community Education.
- b. GIL, CHANTELE is to be employed as Program Assistant, Categorical, Pos. #P0011295, Adult Education Administration, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 40 hours per week, 12 months per year, effective January 14, 2019. Employment in this position is contingent upon funding by the Adult Education/K-12 Partnerships. The Chancellor approved this position on May 12, 2017.
- c. GINTHER, DAVID is to be employed as Police Officer, Pos. #P0012729, Police Department, Irvine Valley College, Police Officer Salary Schedule Range II, Step 3, 40 hours per week, 12 months per year, effective February 1, 2019. The Chancellor approved this position on July 6, 2018.
- d. HERNANDEZ, MADELINE is to be employed as Program Student Support Specialist, Categorical, Pos. #P0011547, Division of Math, Science and Engineering - Administration, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year, effective January 28, 2019. Employment in this position is contingent upon funding by the NSF Grant.
- e. LAVINO, STACY is to be employed as Mental Health Provider, Categorical, Pos. #P0013948, Student Health Center, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 2, 40 hours per week, 12 months per year, effective January 7, 2019. Employment in this position is contingent upon funding by the Health Fee Services and the Mental Health Grant. The Chancellor approved this position on July 6, 2018.
- f. McCORD, KRISANNA is to be employed as Operations Site Supervisor, Child Development Center, Categorical, Pos. #P004545, Office of Student Services, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 02, Step 3, 40 hours per week, 12 months per year, effective December 20, 2018. Employment in this position is contingent upon funding by the Child Development Fund.
- g. ROBERTS, RACHAEL is to be employed as Student Development Office Assistant, Categorical, Pos. #P0004481, Student Development – Administration, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, 29 hours per week, 12 months per year, effective January 28, 2019. Employment in this position is contingent upon funding by the Associated Student Government (ASG).

A. NEW PERSONNEL APPOINTMENTS – Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- h. VAEOSO, SAMUEL is to be employed as Custodian, Pos. #P0001315, Night Facilities Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 40 hours per week, 12 months per year, effective February 4, 2019.

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)

1. HVAC TECHNICIAN, Pos. #P0015032, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, HVAC Maintenance, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 24, 2019. This position was approved by the Chancellor on January 24, 2019.
2. LEAD CUSTODIAN, Pos. #P0015036, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 119, Night Facilities Operations, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 24, 2019. This position was approved by the Chancellor on January 24, 2019.
3. SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0015034, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Counseling, School of Guidance and Counseling, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 24, 2019. This position was approved by the Chancellor on January 24, 2019.
4. SENIOR TRANSFER CENTER SPECIALIST, Pos. #P0015033, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, Career/Placement Center, School of Guidance and Counseling, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 24, 2019. This position was approved by the Chancellor on January 24, 2019.

C. REORGANIZATION/RECLASSIFICATION

1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** PROGRAM OUTREACH SPECIALIST, SPECIAL FUNDED, Pos. #P0011547, Division of Math, Science and Engineering, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, full-time, 40 hours per week, 12 months per year;
REPLACE WITH PROGRAM STUDENT SUPPORT SPECIALIST, CATEGORICAL, Pos. #P0011547, Division of Math, Science and Engineering, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, full-time, 40 hours per week, 12 months per year position, effective November 29, 2018. Employment in this position is contingent upon funding by the NSF Grant. This position was approved by the Chancellor or Designee on November 29, 2018.

C. REORGANIZATION/RECLASSIFICATION – Continued

2. DISTRICT SERVICES seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #P0003124, Payroll, Fiscal Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, part-time, 25 hours per week, 12 months per year;
REPLACE WITH PAYROLL ASSISTANT, Pos. #P0014870, Payroll, Fiscal Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, part-time, 25 hours per week, 12 months per year position, effective November 19, 2018. This position was approved by the Chancellor or Designee on November 19, 2018.
3. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Night Facilities Operations Supervisor, to begin reporting to the Assistant Director of Facilities.
 - a. Lead Custodian, Pos. #P0003379 (Appointed to Robert Araujo, ID #013594)
4. DISTRICT SERVICES seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Vice Chancellor of Technology and Learning Services, to begin reporting to the Director of Information Technology – Academic Systems.
 - a. Director of Information Technology – Administrative Systems, Pos. #P0004558 (Appointed to Gerlie Jeltema, ID #023683)
5. DISTRICT SERVICES seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Director of Information Technology – Academic Systems, to begin reporting to the Director of Information Technology – Administrative Systems.
 - a. Senior Programmer Analyst, Pos. #P0010268 (Appointed to Josephine Bullen, ID #016704)
 - b. Database Administrator, Pos. #P0003867 (Appointed to Jay Sierzchula, ID #007790)
6. DISTRICT SERVICES seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Director of Information Technology – Administrative Systems, to begin reporting to the Director of Information Technology – Academic Systems.
 - a. Senior Programmer Analyst, Pos. #P0004080 (Appointed to Steven Gross, ID #008709)
 - b. Student Information Systems (SIS) Support Manager, Pos. #P0012740 (Appointed to Sandra Pope, ID #016307)

C. REORGANIZATION/RECLASSIFICATION – Continued

7. DISTRICT SERVICES seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Director of Information Technology – Administrative Systems, to begin reporting to the District Director of Research, Planning and Data Management.
 - a. Database Administrator, Pos. #P0004408 (Appointed to Gene Tjoa, ID #018467)

D. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON (A) CLASSIFIED POSITION(S)

1. ADMINISTRATIVE ASSISTANT, Pos. #P0003709, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, School of Kinesiology, Health, and Athletics, Irvine Valley College, seeks authorization to increase the hours per week and months per year for this part-time, 19 hours per week, 10 months per year position, to part-time, 25 hours per week, 11 months per year, effective January 1, 2019. (Position #P0003709, is appointed to Kathryn Sanchez, ID #008109)
2. COSTUME/MAKEUP DESIGNER, Pos. #P0003318, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Theatre Arts, Division of Fine Arts, Saddleback College, seeks authorization to decrease the months per year for this full-time, 40 hours per week, 12 months per year position, to full-time, 40 hours per week, 10 months per year, effective November 19, 2018. (Position #P0003318, is vacant)
3. LABORATORY TECHNICIAN, PHYSICAL EDUCATION AND ATHLETICS, Pos. #P0003427, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, School of Kinesiology, Health, and Athletics, Irvine Valley College, seeks authorization to decrease the hours per week and months per year for this part-time, 20 hours per week, 12 months per year position, to part-time, 12 hours per week, 10 months per year, effective January 1, 2019. (Position #P0003427, is vacant)
4. SENIOR MULTIMEDIA TECHNICIAN, Pos. #P0003457, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 130, Media Services, Technology Services, Irvine Valley College, seeks authorization to decrease the hours per week for this full-time, 40 hours per week, 12 months per year position, to part-time, 29 hours per week, 12 months per year, effective January 24, 2019. (Position #P0003457, is vacant)

E. CHANGE OF STATUS

1. IRVINE VALLEY COLLEGE (IVC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Calderin, Jennifer	P0005167, Applications Specialist II	P0005123 Alternate Media Specialist	140/6	40	01/22/2019
¹ Hanson, Christian	P0004294, Senior HVAC Technician	P0003286, Plant Engineer	134/6	40	02/01/2019
Munoz, Marina	P0006907, Program Assistant (Categorically Funded)	P0009512, Matriculation Specialist	123/5	40	01/14/2019
Meyer-Canales, Katherine	P0001603, Physics Instructor	P0014253, Admissions and Records Specialist I	116/3	40	01/14/2019
Nguyen, Vinh	P0005657, Research and Planning Analyst	P0004964, Senior Research and Planning Analyst	144/2	40	02/01/2019

2. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Abbott, Emerson	P0004744, Lead Groundskeeper	P0003195, Painter	128/5	40	01/09/2019
Baldwin, James	P0003290, Administrative Assistant	P0003775, Senior Administrative Assistant	127/5	40	12/19/2018
Ballo, Erlynne	P0009414, Program Specialist (Special Funded)	P0014582 Program Outreach Specialist	131/7	40	01/28/2019
Tran, Truong	P0009412 Program Research Analyst, Categorical Funded	P0013857 Research and Planning Analyst, Categorical	138/3	40	01/28/2019

F. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

- AGUILAR, DIANA, ID #023962, Learning Assistant Specialist, Pos. #P0012017, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 134, Step 1, 25 hours per week, 12 months per year, LRC Tutoring Center, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective March 1, 2019.

¹ Related to Maria Hanson, Counselor/Part-time Faculty for Saddleback College.

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. SADDLEBACK COLLEGE **placed** the following permanent classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Dwight, Howard	P0005069, Senior Fiscal/Veterans Specialist	P0014740, Student Payment/Veterans Offices Manager	05/7	40	01/01/2019
Luher, Cynthia	P0009413, Program Assistant (Categorically Funded)	P0014796 Program Specialist (Special Funded)	130/1	40	01/28/2019
Yang, Karen	P0003339, Administrative Assistant	P0014794, Senior Administrative Assistant	127/5	40	01/03/2019

2. IRVINE VALLEY COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
² Hanson, Christian	P0004294, Senior HVAC Technician	P0013136, Plant Engineer	130/7	40	12/01/2018
Romero, Phillip	P0002572, Police Officer	P0014116, Police Sergeant	II/02	40	01/22/2019

H. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Johal, Amrik	P0013364, Director of Outreach, Recruitment and Student Support Services	P0014813, Director of Student Life and Equity	15/1	40	12/17/2018

² Related to Maria Hanson, Counselor/Part-time Faculty for Saddleback College.

H. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued

2. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cope, Katelynn	P0003508, Financial Aid Specialist, Categorical	P0014184, Senior Financial Aid Specialist	125/3	40	01/07/2019

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Bader, Liz	Senior Administrative Assistant/DS	02/14/2019	N/A
Chance Jr., Max	Police Officer/SC	03/01/2019	N/A
Morris, Robert	Greenhouse Assistant/SC	01/18/2019	N/A
So, Thy	Custodian/SC	02/11/2019	N/A

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items
ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of 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 Exhibit A.

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)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Andres, Dexter	Graphic Designer/Product.Tech. (Sub)/IVC	26.95	12/03/18-06/30/19
Garcia, Santos	Police Officer (Sub)/SC	38.32	12/12/18-06/30/19
Nguyen, Emily	Transfer Center Specialist (Sub)/IVC	25.03	01/29/19-06/30/19
Oliva, Eduardo	Custodian (Sub)/SC	19.55	12/15/18-06/30/19
Oyama, Janice	Administrative Assistant (Sub)/DS	23.82	01/15/19-06/30/19

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Aguilar, Erik	Project Specialist/IVC	19.50	01/08/19-06/30/19
Arif, Daoud	Project Specialist/SC	12.50	01/15/19-06/30/19
Giles, Jessica	Project Specialist/DS	18.00	01/14/19-06/30/19
Hernandez, Alondra	Outreach Aide/SC	14.00	01/23/19-06/30/19
Khan, Tabinda	Project Specialist/DS	19.00	01/17/19-06/30/19
Khoury, Brooklinn	Outreach Aide/SC	14.00	01/25/19-06/30/19
Martin, Rebecca	Project Specialist/SC	19.00	01/14/19-06/30/19
Medina Santillan, Paola	Project Specialist/SC	20.00	01/15/19-06/30/19
Pasqualetto, Matthew	Project Specialist/SC	19.00	01/23/19-06/30/19
Ricci, David	Coaching Aide/SC	25.00	01/15/19-06/30/19
Rojas, Sonia	Project Specialist/SC	12.50	01/19/19-06/30/19
Santistevan, David	Project Specialist/SC	12.50	01/14/19-06/30/19

3. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2018/2019** academic year.

<u>Name</u>	<u>Start/End Date</u>
Ada, Brendon	08/08/18-06/30/19
Ahmed, Zara	08/08/18-06/30/19
Alkatib, Abraham	10/01/18-06/30/19
Allie, Yasmeen	10/01/18-06/30/19
Alsayed, Laith	08/08/18-06/30/19
Ardalan, Ghazal	08/08/18-06/30/19
Arghandiwal, Nawha	08/05/18-06/30/19

A. NEW PERSONNEL APPOINTMENTS – Continued

3. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2018/2019** academic year.

Ashraff, Alina	08/08/18-06/30/19
Bakhoda, Helia	08/08/18-06/30/19
Castillo, Ivan	08/08/18-06/30/19
Chavarria, Kathy	10/01/18-06/30/19
Chen, Yuen	08/08/18-06/30/19
Child, Rochelle	08/08/18-06/30/19
Choo, Tong Ling	08/08/18-06/30/19
Dao, Angela	08/08/18-06/30/19
Davison, Lynnsey	10/01/18-06/30/19
Di Donato, Leonardo	07/02/18-06/30/19
Dizon, Paula	10/01/18-06/30/19
Frailey, Lauren	08/08/18-06/30/19
Fukase, Christina	08/08/18-06/30/19
Garcia Korac, Sergio	08/08/18-06/30/19
Hashemi-Nejad, Haniyeh	08/08/18-06/30/19
Hernandez, Gabriela	08/08/18-06/30/19
Herrera, Stacy	10/01/18-06/30/19
Hosseini, Golnoosh	10/01/18-06/30/19
Jafary, Anahita	08/08/18-06/30/19
Khan, Sarah	10/01/18-06/30/19
Khatib, Feras	08/08/18-06/30/19
Laack, Jessica	08/08/18-06/30/19
Malayeri, Ariavash	08/08/18-06/30/19
Merezhko, Dmytro	08/08/18-06/30/19
Moradi, Sara	08/08/18-06/30/19
Morales, Stacey	10/01/18-06/30/19
Muhammad, Aisha	10/01/18-06/30/19
Nasiri, Savina	07/02/18-06/30/19
Nassab, Yasaman	08/08/18-06/30/19
Park, Jaewoo	08/08/18-06/30/19
Pourhassan, Neda	08/08/18-06/30/19
Rana, Wasiq	08/08/18-06/30/19
Rennie, Ian	08/08/18-06/30/19
Riazi Esfehiani, Parsa	10/01/18-06/30/19
Rosborough, Matthew	05/21/18-06/30/19
Safa, Sara	08/08/18-06/30/19
Sagoo, Omar	08/08/18-06/30/19
Salameh, Laila	08/08/18-06/30/19
Samman, Omima	10/01/18-06/30/19
Savoy, Amaya	08/08/18-06/30/19
Shakeraneh, Sina	08/08/18-06/30/19
Shin, Hanah	10/01/18-06/30/19
Sibley, Kajsa	10/01/18-06/30/19
Song, Hyunmo	08/08/18-06/30/19
Sreenagesh, Tanya	08/08/18-06/30/19
Stone, Brandon	08/08/18-06/30/19

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2018/2019** academic year.

Suermeli, Dennis	08/08/18-06/30/19
Tajdini, Taraneh	10/01/18-06/30/19
Tawfiq, Solimon	08/08/18-06/30/19
Wang, Jonathan	08/08/18-06/30/19
Wang, Sarah	10/01/18-06/30/19
Wang, Sharon	08/08/18-06/30/19
Webeshete, Bishan	08/08/18-06/30/19
Yalzadeh, Kiamehr	08/08/18-06/30/19
Yu, Kai	08/08/18-06/30/19
Zhang, Haoyan	08/08/18-06/30/19

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Alay, Angel	Tutor/SC	12.50	01/15/19-06/30/19
Alayes, Samer	Tutor/SC	14.00	01/14/19-06/30/19
Amirrad, Farideh	Tutor/IVC	15.00	01/14/19-06/30/19
Attia, Tamara	Tutor/SC	13.00	01/15/19-06/30/19
Barraza, Christina	Model/SC	25.00	10/24/18-06/30/19
Beigi, Sofia	Tutor/IVC	12.50	01/31/19-06/30/19
Berber, Belen	Certified Test Proctor/IVC	12.50	01/23/19-06/30/19
Bowman, Emma	Model/IVC	25.00	01/08/19-06/30/19
Bui, Brandon	Tutor/IVC	12.50	01/15/19-06/30/19
Carter, Sheila	Tutor/IVC	16.00	01/07/19-06/30/19
Chau, Grace	Clinical Skills Specialist/SC	30.00	01/21/19-06/30/19
Churchill, Spencer	Tutor/IVC	12.50	01/28/19-06/30/19
Czechorosky, Tonia	Model/IVC	25.00	01/15/19-06/30/19
Douglas, Ian	Tutor/SC	13.50	01/15/19-06/30/19
Duong, Richard	Tutor/IVC	12.50	01/24/19-06/30/19
Eldem, Esra	Tutor/SC	13.50	01/15/19-06/30/19
Elzalabani, Amina Amr	Tutor/SC	13.00	01/15/19-06/30/19
Zaki Mohamed			
Fajardo, Zachary	Model/SC	25.00	01/15/19-06/30/19
Feist, Keith	Tutor/SC	12.50	01/15/19-06/30/19
Foster, Charles	Tutor/SC	14.00	01/15/19-06/30/19
Godinez, Michele	Community Education Trainer/SC	12.50	01/24/19-06/30/19
Gonzalez, Amanda	Model/SC	25.00	01/01/19-06/30/19
Halvorson, Sierra	Model/IVC	25.00	12/12/18-06/30/19
Hamilton, Coco	Tutor/SC	15.00	01/15/19-06/30/19

A. NEW PERSONNEL APPOINTMENTS – Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** 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)

Jeong, Bo Reum	Tutor/IVC	16.00	01/17/19-06/30/19
Jeong, Hyesung	Tutor/IVC	16.00	01/28/19-06/30/19
Kantari, Ayah	Tutor/SC	12.50	01/15/19-06/30/19
Karapetian, Anthony	Tutor/SC	12.50	01/18/19-06/30/19
Khosravimanesh, Mahbod	Tutor/SC	12.50	01/28/19-06/30/19
McCarter, Lidia	Tutor/IVC	12.50	01/24/19-06/30/19
McConaughy, Richard	Tutor/SC	14.50	01/15/19-06/30/19
Murphy, William	AOJ Trainer/IVC	70.00	08/20/18-06/30/19
Olinger, Gilbert	Model/IVC	25.00	01/01/19-06/30/19
Olmos-Rios, Cristian	Recreation Aide/SC	12.50	01/01/19-06/30/19
Park, Angela	Tutor/IVC	16.00	01/29/19-06/30/19
Richardson, Steve	Administrative Professional Expert/SC	100.00	01/11/19-06/30/19
Rotim, Karlo	Tutor/SC	12.50	01/15/19-06/30/19
Saalberg, Christopher	Community Education Trainer/SC	12.50	01/15/19-06/30/19
Salahshori Ardestani, Parmiss	Tutor/SC	13.00	01/15/19-06/30/19
Singleton, Ashley	Tutor/IVC	16.00	01/07/19-06/30/19
St. James, Jheri	Model/SC	25.00	12/12/18-06/30/19
Stenshoel, Peter	Model/IVC	25.00	01/15/19-06/30/19
VanAmburg, Shelly	Tutor/IVC	16.00	01/29/19-06/30/19

B. VOLUNTEERS

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

Division of Advanced Technology & Applied Science, Saddleback College

Advincula, Harlin	Albert, Melanie	Al Darmaki, Eisa
Allder, Colton	Allison, Ella	Altwein, Ryan
Amick, David	Anderson, Colette	Arjomandi, Shahrads
Arteaga, Gumer	Ash, Jarette	Atanacio, Toni Rose
Ayers, Ian	Aylor, Savannah	Banaban, Angelo
Barton, Sierra	Baugh, Sophie	Beaver, Zoe
Beck, Tate	Beehler, Kaylin	Bell, Taylor
Bennis, Dylan	Berkson, Soleil	Berry, Erika
Bilen, Leo	Bonette, Stephanie	Boukather, Ilyse
Bray, Dylan	Breaux, Holly	Brooks, Morgan
Burke, Blaise	Byaum, Reece	Cappello, Nicole
Casillas, Abigail	Celaya, Wyatt	Cherland, Logan
Citino, Julianne	Clasen, Devin	Clemett, Andrea
Cochran, Connor	Cortes, Alex	Covert, Nicholas
Dean, Rachel	Dell, Zachary	Dickerson, Jack

B. VOLUNTEERS - Continued

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

Division of Advanced Technology & Applied Science, Saddleback College - Continued

Dimnik, Cynthia	Dimond, Alexis	Dixon, Haley
Donahoe, Ivana	Durghinesch, Daniel	Dutcher, Emily
Elias, Kelly	Enfinger, Jorli	Fadling, Chris
Fernandez, Stefany	Ferrer, Tony	Ford, Jonathan
Forquer, Eryka	Franklin, Matthew	Galaviz, Enrico
Galley, Myranda	Galvan, Aaron	Garcia, Carlos
Garrido, Rachel	George, Kamryn	Gill, Jack
Golley, Graham	Gonter, Jack	Gonzalez, Paulina
Gregg, Alexa	Guild, Gabriel	Guy, Justine
Hall, LeAnn	Hanoka, Nicholas	Hayes, Emily
Hayes, Sharon	Healy, Matthew	Henchel, Lauren
Holbrook, Kari	Holdsclaw, Zoe	Hong, Jonathan
Hulse, Luke	Hunt, Ethan	Hyde, Delia
Iacometti, Sam	Ingram, Jon Paul	Jones, Keith
Jones, Kierstyn	Kalinak, Trent	Karim, Natalie
Khazeni, Tannaz	Kim, Ellie	Kokkelenberg, Ben
Koper, Faith	Lathouwerr, Andrew	Laverty, Sean
Lee, Chanelle	Lee, Hannah	Lorenson, Matthew
Loya, Bryan	Lucas, Kalani	Lundgren, Ashlee
Lynch, Kendra	Major, Matthew	Manswette, Lawrence
McGrail, Ryan	McGregor, Zachariah	Meghdadi, Parisa
Mesinas, Matteo	Michinock, Judah	Moll, Ellyn
Momand, Omar	Morris, Haeleigh	Munger, Garrett
Naami, Jasmine	Nagai, Tobimaru	Nguyen, Kim
Nicklin, Tamra	Nitti, Jason	Obial, April Rose
Olmedo, Gabriela	Ostrander, Rachel	Owen, Grace
Parsa, Ghazal	Partzch, Jackie	Parvizi, Amin
Pelham, Cameron	Porras, Samantha	Ramirez, Gabriela
Ramirez, Joshua	Ramirez, Sophia	Reinking, Courtney
Reyes, Roman Lemus	Riddle, John	Riley, Sean
Robinson, Krystalle	Rojas, Amanda	Routson, Marcus
Schiedow, Tanner	Schofield, William	Seely, Jason
Seino, Blake	Sellers, Casey	Shultz, Katharina
Simonsen, Michael	Sinsley, Logan	Smith, Emma
Soto, Tomas	Sourati, Leila	Spence, Nduka
Stinson, Brandon	Stobart, Henry	Thais, Sarah
Thomas, Creek	Tolero, Jerome	Tricamo, Cory
Truong, Jordan	Trusk, Christian	Vasquez, Alexsander
Vilsack, Hali	Voce, Travis	Voyles, Joey
Waterman, Granite	Weimer, Jason	Whetter, Craig
Wick, Tyler	Wight, Bailey	Williams, Austin
Wilsey, Griffin	Wollard, David	Wright, Christina
Younger, Austin	Youssef, Mark	Zahuruddin, Khaja
Zamani, Bayan M.	Zamani, Nabil	

B. VOLUNTEERS - Continued

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

Emeritus Institute, Saddleback College

Phillips, Tyree

Office of Extended Education/ Emeritus Institute, Irvine Valley College

Stuart, David

College Foundation, Irvine Valley College

Chen, Allen	Chung, Thang	Dayapera, Riza Mae
Flynn, Kelly	Gill, Samuel	Green, Clayton
Greenberg, Lisa	Habowski, Amber	Habowski, Tyler
Hartman, Denia	Hessong, Esther	Kremer, Rodney
Kurziel, Christopher	LeBeau, Dean	Maat, Jessica
Rau, John	Robinson, David	Screen, Megan
Wood, Emma	Yang, Jenny	

Division of Fine Arts and Media Technology, Saddleback College

Bagdasarian, Nancy	Beckett-Frank, Tod	Bickford, Greg
Butts, Bradley	Corwin, Bonnie	Cudich, Alberto
Fiori, Kay	Franchi, Carol E.	Gallardo, Adrian
Goodman, Bob	Gorman, Pollyanna	Guthary, David
Haroutunian, Kenji	Haudenschild, Rob	Jones, Lonnie
Kelly, Michelle	Kim, Kyung Hwan	Kovaleva, Lyuba
Love, Robert	Lucchese, Thierry	Milliken, John
Simmergren, Phil	Walberg, Josephine	Zuill, Danny

School of Kinesiology, Health and Athletics, Irvine Valley College

Falcon, Peggy

Division of Kinesiology & Athletics, Saddleback College

Baik, Helen	Frankson, Raquel	Ginn, Alexis
Jarvis, Janelle	Kwon, Randy	Mijares, Alyza Grace
Mirabal, Lenice	Pleasant, Eric	Scott, Michelle

School of Life Sciences & Technologies, Irvine Valley College

Davis, Jonathan

2. The following individuals are to be approved as **Faculty Internship Volunteers** for the **2018/2019** academic year.

<u>Name</u>	<u>Division/Department/Location</u>	<u>Start/End Date</u>
Campos, Claudia F.	Veterans Services Center/IVC	01/25/19-05/17/19
Doan, Quinn	Counseling Center/IVC	01/30/19-05/31/19
Llerenas, Liset	Counseling Center/IVC	01/28/19-06/30/19
Schwartz, Michelle	Counseling Center/IVC	01/28/19-06/30/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Report on First Year Probationary Faculty
Recommended for Continuation of Tenure-Track Status

ACTION: Ratification

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for the next academic year.

STATUS

The twelve (12) employees listed in Exhibit A have satisfactorily completed their first year as tenure-track faculty members and are recommended for and approved by Chancellor Burke for a one-year contract renewal.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify a second one-year contract for the full-time faculty members listed in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Annual Report on First Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their first year as tenure-track employees and are recommended for a one-year contract renewal:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Susan Akhavan	ESL Instructor	IVC
Roya Aminzadeh	Transfer Center Counselor	SC
Judith Benavidez	Counselor (Generalist)	IVC
Lizzet Bobadilla	Counselor (EOPS/Guardian Scholar)	IVC
Jasmine Dieu	Counselor (Generalist)	IVC
Alan Foote	Computer Information Management Inst.	SC
Farida Gabdrakhmanova	Interior Design Instructor	SC
Lindsay Kapp	Nursing Instructor	SC
Leonard Lamp	Mathematics Instructor	IVC
Steve Rosa	Dance Instructor	SC
Charles Shaw	Automotive Technology Instructor	SC
Marianne Wolfe	Counselor (Generalist)	IVC

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Report on Second Year Probationary Faculty Recommended for Continuation of Tenure-Track Status

ACTION: Ratification

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for the next two academic years.

STATUS

The twenty-one (21) employees listed in Exhibit A have satisfactorily completed their second year as tenure-track faculty members and are recommended for and approved by Chancellor Burke for a two-year contract renewal.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify a contract for a term of two years, for each of the full-time faculty members listed on Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Annual Report on Second Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their second year as tenure-track employees and are recommended for a two-year contract renewal:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Daniel Barlow	English Composition Instructor	SC
Jeffrey Barnett	Computer Science Instructor	SC
Jessica Budica	English Composition Instructor	SC
Maria Castellanos	CalWORKS Counselor (Categorical)	SC
Hencelyn Chu	Medical Lab Technician Instructor	SC
Annie Gilbert	Adult ESL Faculty Coordinator (80% Cat/20% Gen)	SC
Barbara Holmes	Art Instructor	SC
Jill Ibbotson	Adult ESL Coordinator (Categorical)	SC
Tracey Magrann	Health Information Technology Instructor	SC
Paris Peck	Counselor (Generalist)	SC
Jennifer Rachman	Counselor (Generalist)	SC
Jonathan Rossiter	Geography Instructor	IVC
Navneet Sahani	Political Science Instructor	IVC
Eufemia Scarfone	ESL Instructor	SC
Tina Shaffie	DSPS Counselor	SC
Laura Toscano	Counselor (Generalist)	SC
Kathy Tuominen-Lenny	Counselor (Generalist)	SC
Javier Valdez	EOPS/CARE Counselor	IVC
Daniel Vernazza	English Composition Instructor	IVC
BreannaWybaczynsky	DSPS Counselor	IVC
Alicia Zach	Online Learning Librarian	SC

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure

ACTION: Ratification

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under his or her first probationary contract for one year (Education Code Section 87608), under his or her second probationary contract for one year (Education Code Section 87608.5), and under his or her third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee prior to March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee.

STATUS

Exhibit A lists those employees who have satisfactorily completed the four-year tenure process. These sixteen (16) full-time faculty members are recommended for and approved by Chancellor Burke for tenure to be effective on the first day of service of their fifth year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify for tenure the full-time faculty members listed in Exhibit A, effective the first day of service of their fifth year.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Annual Report on Fourth Year Probationary Faculty

The following probationary faculty members have satisfactorily completed their fourth year as tenure-track employees and are recommended for tenure to be effective on the first day of service of their fifth year:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Rick Boone	Business/Real Estate	IVC
Henry Carnie	History	IVC
Hollis Casey	Counselor (Generalist)	SC
Sheryl Christensen	Counselor (Generalist)	SC
Adam Ghuloum	Economics	IVC
Michelle Gustafson	Counselor (Generalist)	SC
Kathleen Lunetto	Culinary Arts	SC
Jonathan Luque	Mathematics	SC
Julie McGirr	English as a Second Language	SC
Chau Aimee Tran	Counselor (Articulation & Generalist)	SC
Pete Murray	Humanities	SC
Timothy Posada	Journalism	SC
Michael Salviani	Computer Information Management	IVC
Deanna Scherger	English Composition	IVC
Lisa Tran	Counselor (Generalist)	SC
Justin Wright	Biology	IVC

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and
Dr. Glenn R. Roquemore, President, Irvine Valley College*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
1/28/2019 1:00 PM	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Linda Tom	Information – Student Membership in ASID OC
2/6/2019 6:00 PM – 7:00 PM	BGS 254	Jane Medling	Accounting Society	Natasha Mohamed Leticia Mata	Budgeting & Credit for the Young Adult
2/12/2019 12:00 PM – 1:00 PM	BGS 356	Amira Wegenek	Psychology	Molly Delbridge / Laura's House	Healthy Emotions and Attitudes in Relationships Today
2/20/2019 11:30am – 1:30pm	SSC 212	Reza Yeganehshakib	History	Henry Vantieghem	Belgium in the Wood
3/19/2019 9:30 AM 0 11:35 AM	Laguna Woods Village Performing Arts Center	Dr. Greg Jenks	DMLDG Lecture Series, Emeritus	Colonel Phillip Antekeier	History of camp Pendleton and its Role in California Today
4/18/2019 12:30 – 2:00 PM	Laguna Woods Village CH4	Laura Hoffman	Intermediate Photo 50XB	Tyree Phillips	Adobe Creative Cloud Lightroom – Introduction and Batch Photo Editing for Photographers

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
1/20/19 9:30 – 11:00am	PAC	Cindy Voss Amanda Romero	Career Chat	Nick Hamer	Educational and Professional Journey as Lead Designer for the Web and Mobile Team at Blizzard

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
2/5/19 4:00 – 5:00pm	BSTIC 101	John Russo	Business Leader Society Club	Charlie Jabaley	Entrepreneurship/Motivation
2/11/19 9:30 – 11:00am	BSTIC 119	Amanda Romero Cindy Voss	Career Chat	Colby Sato	Educational and Professional Journey in Sales, Marketing and Finance/Accounting
2/11/19 9:30 – 11:00am	BSTIC 119	Amanda Romero Cindy Voss	Career Chat	Don Voss	Educational and Professional Journey in Sales, Marketing and Finance/Accounting
2/21/19 6:00 – 9:00pm	BSTIC 101	Edwin Tiongson	ELEVATE AAPI (Equitable Learning Experience Valuing Achievement, Transfer & Empowering Asian Americans and Pacific Islanders)	John Kurth Scott Nguyen Neil Estrada Joseph Joseph Jay Ungos Jeffrey Bautista Cristina Espiritu	Career Development Workshop (Collaboration Between ELEVATE AAPI, IVC Career Center and Filipino American Chamber of Commerce of Orange County)
3/5/19 4:00 – 5:00pm	BSTIC 101	John Russo	Business Leader Society Club	Kirk Ouimet	Entrepreneurship/Start-ups
3/12/19 4:00 – 5:00pm	BSTIC 101	John Russo	Business Leader Society Club	Dee Murthy	Business/Fashion
4/26/19 12:30 – 1:30pm	PAC	Bob Urell	GAP4+1 Program	Michael E. Reagan	Success Comes From Failure

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Staff May Respond to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Report on Third Year Probationary Faculty
Continuation of Tenure-Track

ACTION: Information

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for subsequent academic years.

STATUS

For informational purposes, Exhibit A lists thirty-two (32) full-time employees who have satisfactorily completed the first year of a two-year contract as tenure-track faculty members. The two-year contract was previously approved by the Board of Trustees on February 26, 2018.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Annual Report on Third Year Probationary Faculty

The following probationary faculty members have satisfactorily completed the first year of a two-year contract previously approved by the Board on February 26, 2018, completing a total of three years as tenure-track faculty members:

<u>Name</u>	<u>Discipline</u>	<u>College</u>
Sam Abbas	Chemistry Instructor	SC
Sang Choi	Mathematics Instructor	SC
Thomas Cullen	Chemistry Instructor	IVC
RJ Dolbin	Mathematics Instructor	IVC
Nancy Duong	Mathematics Instructor	SC
Dalal Farsakh	Counselor	IVC
Mark Franco	Counselor (Basic Skills)	IVC
Eric Garcia	Counselor	IVC
Patricia Glead	Paramedic Instructor	SC
Laura Haight	Art Instructor	SC
Angel Hernandez	Counseling	IVC
Bridget Hoida Mulholland	English Instructor	SC
Lori Hoolihan	Foods and Nutrition Instructor	SC
Elizabeth Jennison	Accounting Instructor	SC
Jeffrey Johnson	English Instructor	IVC
Jennifer La Curan	Dance Instructor	IVC
Emily Liu	English Instructor	IVC
Nicole Major	Sociology Instructor	SC
Vanessa Marquez	Learning Disabilities Spec./DSPPS Counselor	IVC
Jane Medling	Accounting Instructor	SC
Nahid Meshkin	Nursing Instructor	SC
Massimo Mitolo	Electrical Technology Instructor	IVC
Bill Neesen	Speech and Forensics Instructor	IVC
Terence Nelson	VETS Coordinator/Counselor	SC
Pierre Nguyen	Biological Sciences Instructor	IVC
Tuan Nguyen	Counselor (STEM)	IVC
Jacqueline Novak	Nursing Instructor	SC
Jennifer Pakula	Economics Instructor	SC
John Richards	Environmental Studies Instructor	SC
Kat Shaw	Biological Sciences Instructor	SC
Brent Warner	English as a Second Language Instructor	IVC
Susan White-Alcover	Medical Assisting Instructor	SC

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

STATUS

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT
February 25, 2019

CAPITAL IMPROVEMENT PLANNING

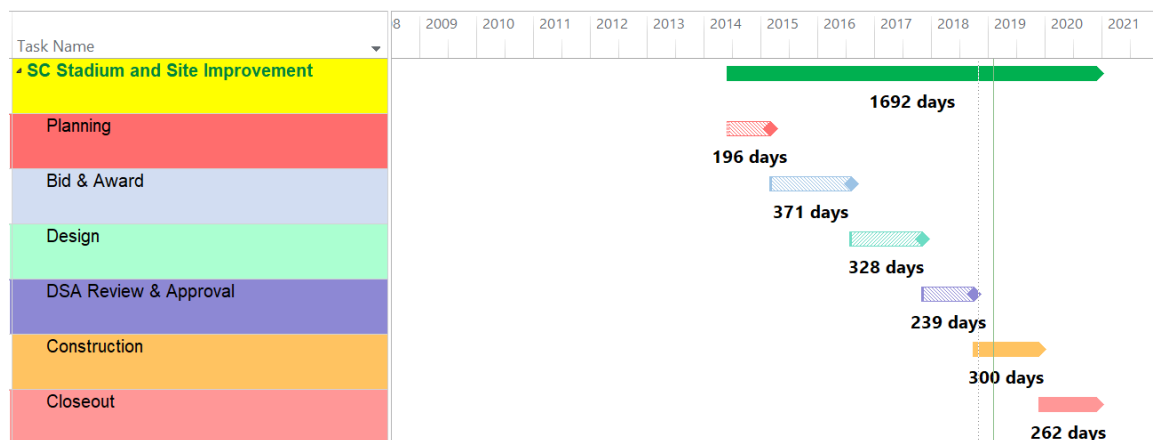
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: http://www.socccd.edu/about/about_planning.html. The next EFMP process is scheduled for FY 2018-2019. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower’s park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Nov 2019*
Complete Working Drawings	Nov 2017	Advertise for FF&E	Pending
DSA Final Approval	Nov 2018	DSA Close Out	Pending



* Per contractor’s schedule; however, District believes this will not be met.

Budget Narrative: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Construction Phase: Stadium utilities and building foundations. Revised substantial completion date set for the end of October 2019 to target homecoming game. *Rain has slowed construction progress.*

In Progress: Site utilities installation and building footings excavation continues, *installation of light poles, re-work at base of retaining wall due to rain damage, off-site elevator and stadium bleachers fabrication.*

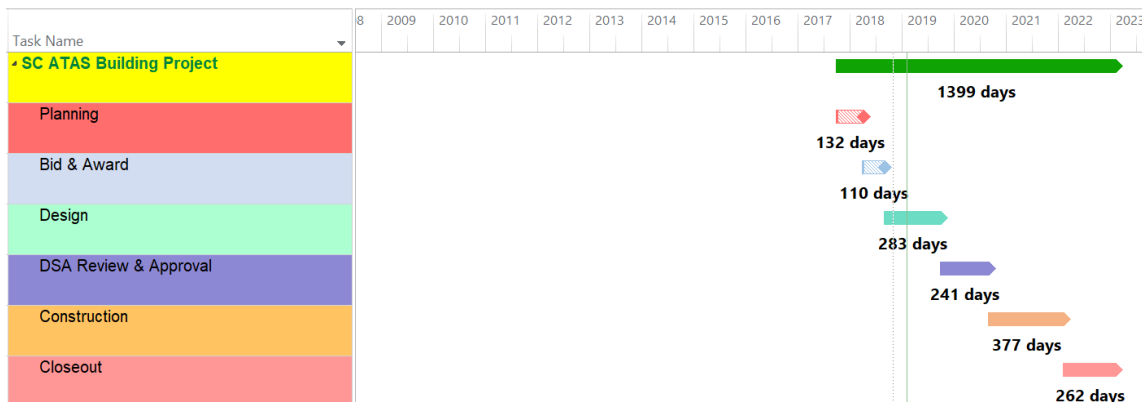
Recently Completed: *Light pole bases and site sewer piping are complete.*

Focus: Complete Design-build Entity remaining sub-trades buyout. Monitor steel tariffs impact. Resolve storm drain design with County of Orange. Finalize change order for college requests and for unknown site conditions encountered.

2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped from this project. See SC TAS Building Assessment in this report.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



Budget Narrative: In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board agenda action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

Status: 100% Design Development for the ATAS Building & the Tennis Courts Center.

In Progress: Building material & finishes presentation for Saddleback College, ATAS & Athletics user groups design review meetings, and weekly design coordination meetings with Design-build Entity.

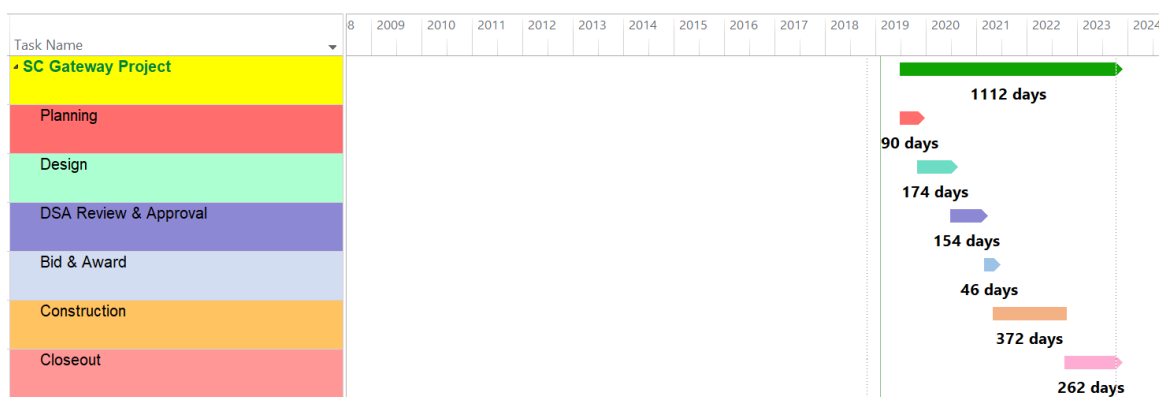
Recently Completed: ATAS Building & Tennis Courts Center sign off for 50% design development by the Division, Facilities Maintenance & Operations (FMO), College IT, Campus Police and Saddleback College Executive Cabinet. Staff procured commissioning services consultant.

Focus Issue: Continue design for the new Tennis Courts Center and the new ATAS Building. Schedule design review meetings and obtain stakeholders' sign-off. Submit soils reports to California Geological Survey for review and approval.

3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003 with basic aid match of \$6,599,180 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase state funding competitiveness.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$ 9,471,000	\$52,338,000
District Funding Commitment:	\$12,814,000	\$13,444,000	\$26,258,000
Anticipated State Match:	\$30,053,000	\$(3,973,000)	\$26,080,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$ 6,599,180

Status: Pursuing state funding match. The Saddleback College Gateway project is included in the Governor's January 10, 2019 budget.

In Progress: State budget hearings are underway.

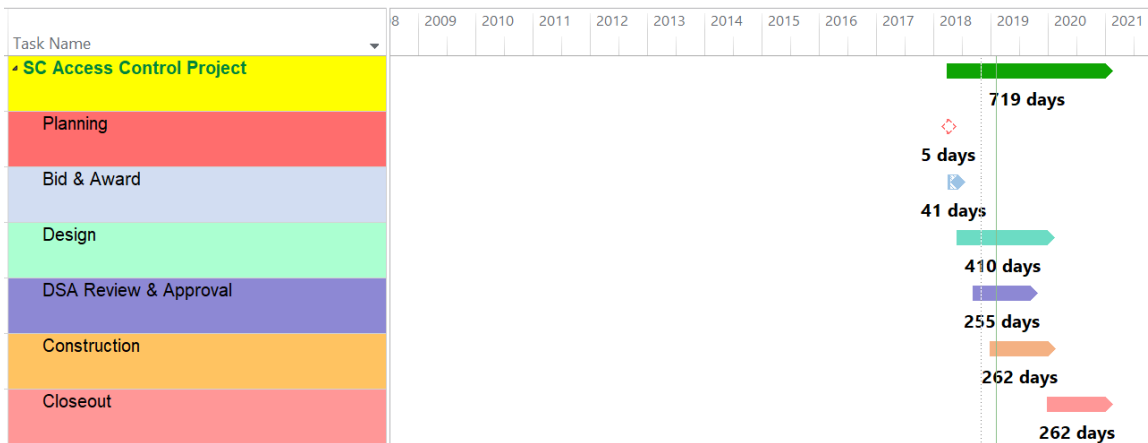
Recently Completed: The State Chancellor’s office developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor’s office is requesting funding for both the preliminary plans and the working drawings for this project. The District has provided the State Chancellor’s office with the requested seismic evaluation for the three buildings housing curriculum that will transfer to the Gateway Building. *The Department of Finance included the Gateway Building in the Capital Outlay recommendation.*

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the *budget hearings and state budget development*. *Staff has submitted correspondence to the state legislature representatives regarding the importance of funding capital improvement projects.*

4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Mar 2019	FF&E	N/A
DSA Final Approval	May 2019	DSA Closeout	Pending



Budget Narrative: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: *DSA approved Increment 1 (Campus Police, Central Plant, and Technology Services) and the Notice to Proceed for construction issued, DSA electronic back check submission for Increment 2 (BGS and SSC).*

In Progress: *Subcontractor bidding is underway for Increment 1. Develop DSA submittal for Increment 3. Survey Camera locations for Increment 4.*

Recently Completed: *Analysis and repair of existing software faults. Increment 4 room numbering review. Camera location survey Increments 2 & 3. Camera numbering system developed to identify camera locations.*

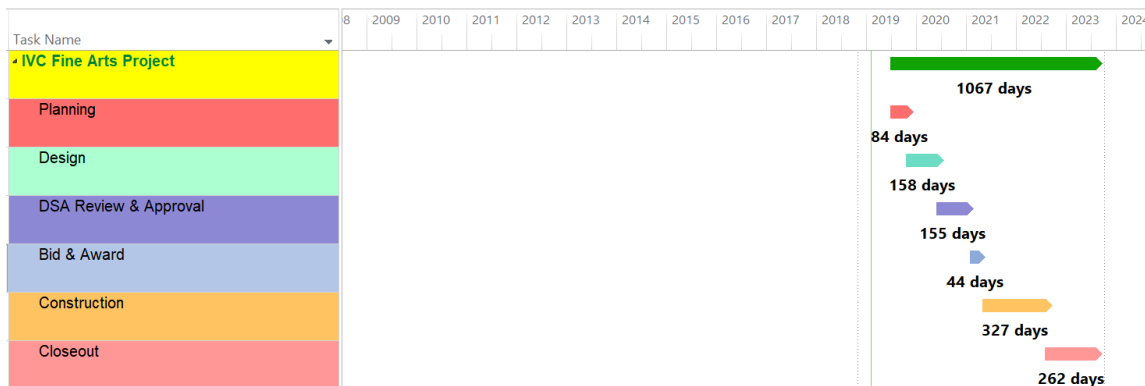
Focus: *Continue survey and document development for future increments. Complete installation mock up and develop checklist and procedures for door commissioning.*

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

Project Description: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$7,172,680 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor’s office and is identified below. The District revised the funding commitment from 30 to 50 percent of State supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$10,059,000	\$45,762,000
District Funding Commitment:	\$10,562,000	\$11,998,000	\$22,560,000
Anticipated State Match:	\$25,141,000	\$(1,939,000)	\$23,202,000
Basic Aid Allocation:	\$ 795,000	\$14,592,320	\$15,387,320
Unallocated District Contribution:			\$ 7,172,680

Status: Pursuing state funding match. *The Irvine Valley Fine Arts project is not included in the Governor’s January 10, 2019 budget.*

In Progress: *State budget hearings are underway.*

Recently Completed: State Chancellor’s office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor’s Office is requesting funding for both the preliminary plans and the working drawings for this project. The District has provided the State Chancellor’s office with the requested seismic evaluation for the buildings housing curriculum that will transfer to the Fine Arts Building. *The Department of Finance did not include the Fine Arts Building in the Capital Outlay recommendation.*

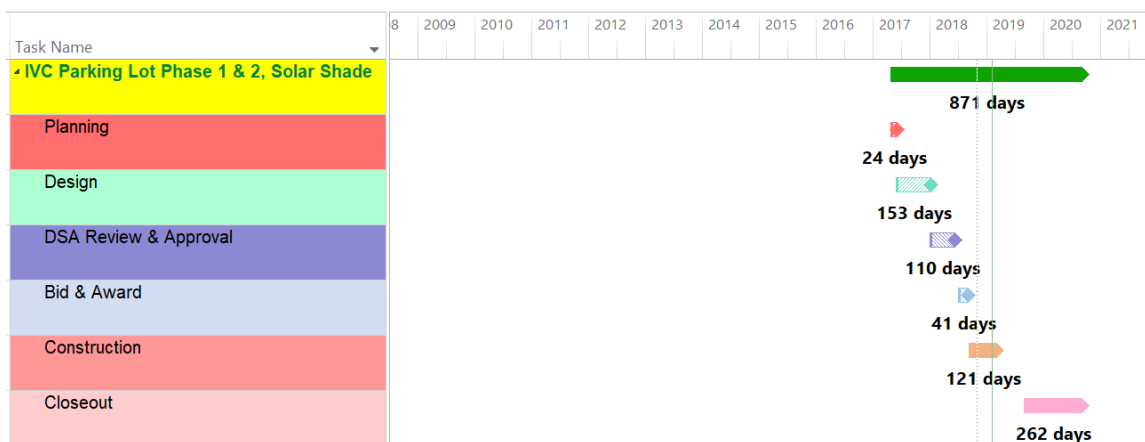
Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the *budget hearings and state budget development. Staff will develop correspondence to state legislature regarding the importance of funding all capital*

improvement projects from the State Chancellor's office recommendation including the Fine Arts project.

4. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Sep 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Dec 2017	Complete Construction	Apr 2019
Complete Working Drawings	Mar 2018	Advertise for FF&E	Oct 2018
DSA Final Approval	Jun 2018	DSA Close Out	May 2019



Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the phase II parking scope.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: Construction Phase for Parking Lot project. *Schedule delay due to rain and wet soil conditions.* Construction phase for consolidated electrical infrastructure.

In Progress: Parking lot site lighting electrical connection, irrigation and landscaping, infrastructure for consolidated electrical.

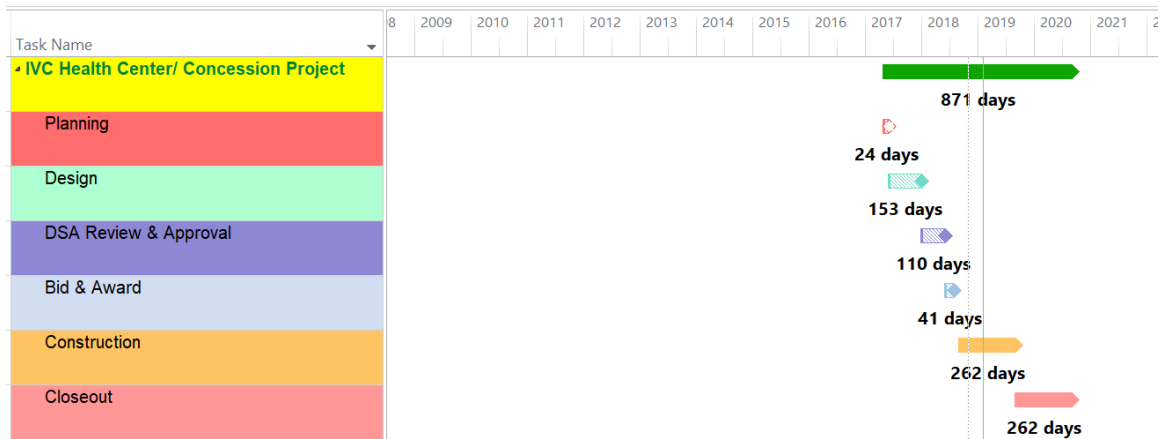
Recently Completed: DSA Approval of Battery Energy storage design.

Focus: Parking lot finish grade, base and asphalt. Completion of electrical consolidation.

5. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building with an estimated 2,214 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Sep 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Feb 2019
DSA Final Approval	Jun 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase.

In Progress: Building framing and rough in of Mechanical Electrical Plumbing (MEP).

Recently Completed: Interior wall, concrete curbs and site utilities to points of connection. Baseball field netting.

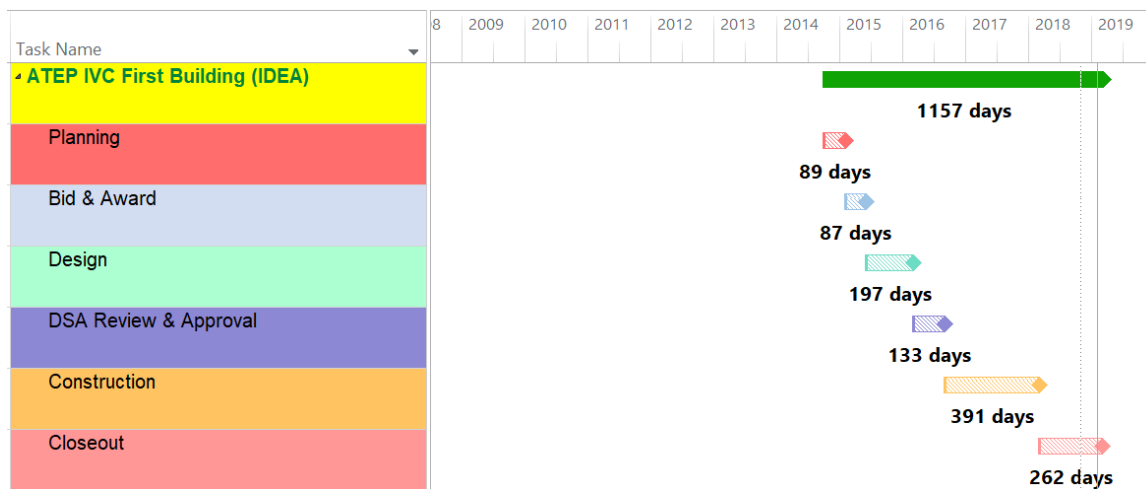
Focus: Continue building framing. FF&E procurement.

ATEP

1. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kV of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018



Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000,

originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

Status: Project Closeout.

In Progress: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). *Coordinate warranty related items with contractor.*

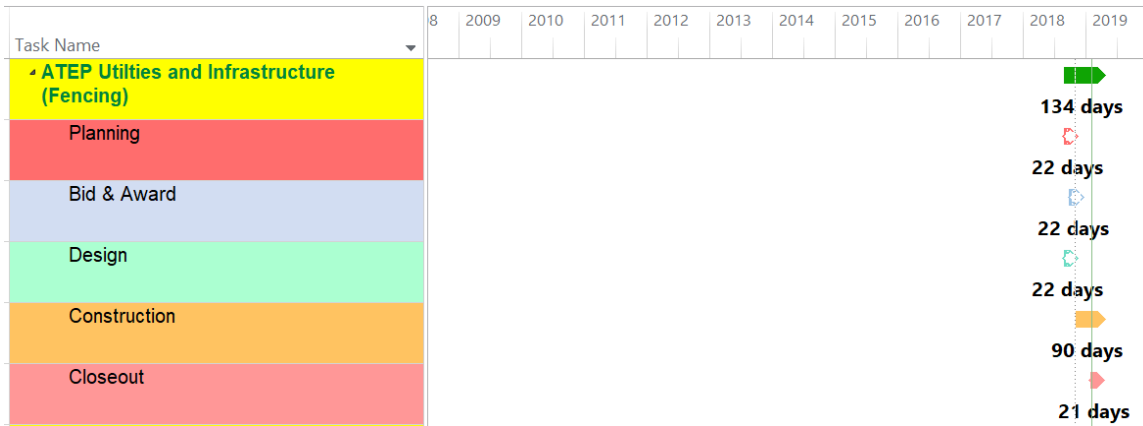
Recently Completed: Installed battery storage system. Obtained battery storage interconnect agreement with utility agency and activated system.

Focus: Obtain photovoltaic interconnect agreement with utility agency allowing system to “go live”. *Identify first year discovery items with end users. Working on getting battery storage system connected to the photovoltaic system.*

2. ATEP – UTILITIES AND INFRASTRUCTURE (Fencing)

Project Description: The fencing project is an extension to the Utilities and Infrastructure project, which supports the ATEP IVC First Building and future development. The fencing will enclose the undeveloped portions of the ATEP site increasing security and improving site monitoring. Project includes minor landscape/signage improvement.

Start Preliminary Plans	Sep 2018	Award Construction Contract	Nov 2018
Start Working Drawings	Sep 2018	Complete Construction	Apr 2019
Complete Working Drawings	Sep 2018	Advertise for FF&E	N/A
DSA Final Approval	N/A	DSA Close Out	N/A



Budget Narrative: Budget reflects Board action on 6/22/2015 and 8/22/2016. On June 22, 2015, the Board approved \$7,000,000. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Construction Phase.

In Progress: Finalize work to connect photocell to bollard lighting. Fencing installation west of the IDEA building.

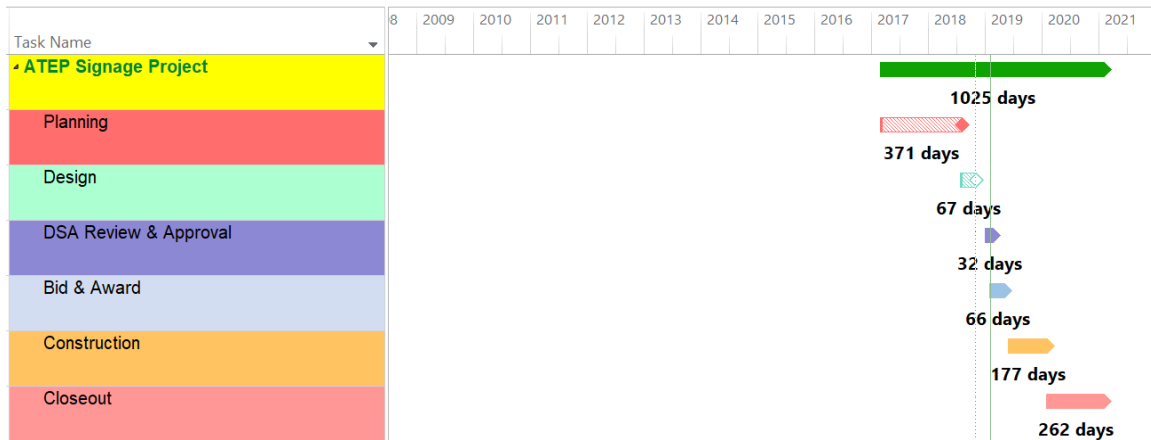
Recently Completed: Landscape installation complete.

Focus: Phased fence and gate installation. Installation of traffic signage.

3. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Aug 2019
Start Working Drawings	Aug 2018	Complete Construction	Feb 2020
Complete Working Drawings	Feb 2019	Advertise for FF&E	N/A
DSA Final Approval	May 2019	DSA Close Out	Apr 2020



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$ 0	\$0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: Design Phase.

In Progress: Review of design submittal *with District comments and corrections.*

Recently Completed: District reviewed design documents and required revisions.

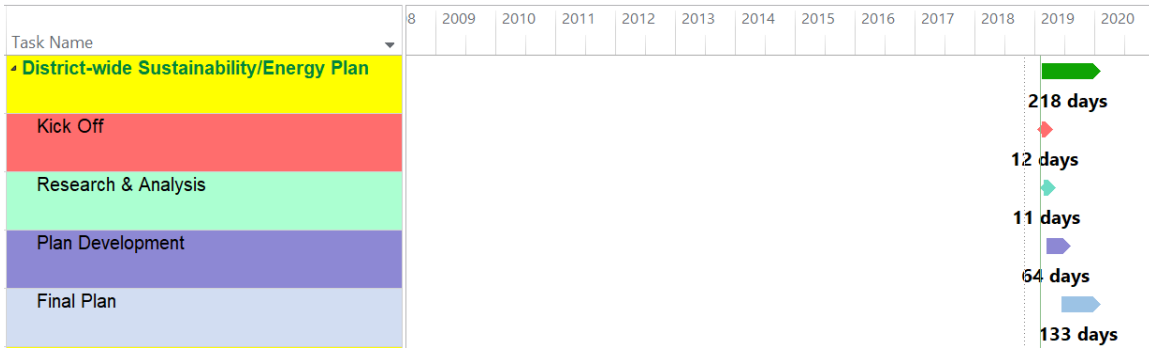
Focus: Submit plans to DSA by *February* 2019 and concurrently obtain approval from the City of Tustin/*Navy.*

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges’ plans for future sustainability/energy projects, will provide best practices, will aid with energy savings programs, and recommends various sustainability projects. The project has two phases, the first developed building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process.

Kick Off, Phase II	Mar 2019	Start Plan Development	Jul 2019
Start Research/Analysis	Mar 2019	Complete Plan	Oct 2019
Complete Research/Analysis	Jul 2019	Final Plan, Phase II	Dec 2019



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: Bid/Award phase: Contract negotiation complete, awaiting Board approval.

In Progress: Preparing for kickoff meeting.

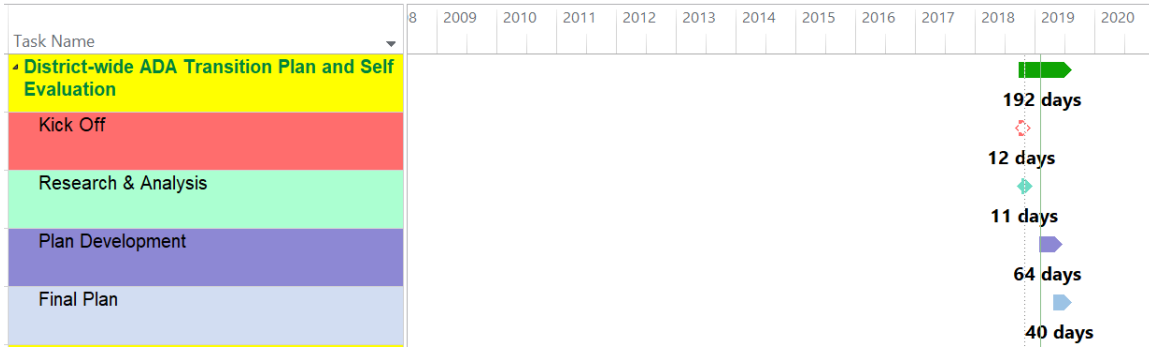
Recently Completed: Contract negotiations.

Focus: Reengage college committees.

2. ADA TRANSITION PLAN AND SELF EVALUATION

Project Description: The ADA Transition Plan project audited District-wide access compliance and prioritized, budgeted and scheduled the District’s Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Plan Development	Feb 2019
Start Research/Analysis	Nov 2018	Complete Plan	Apr 2019
Complete Research/Analysis	Jan 2019	Final Plan	May 2019



Budget Narrative: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase I work complete. *Phase II: Research and Analysis phase.*

In Progress: *Gathering information regarding district and colleges existing programs, processes and procedures.*

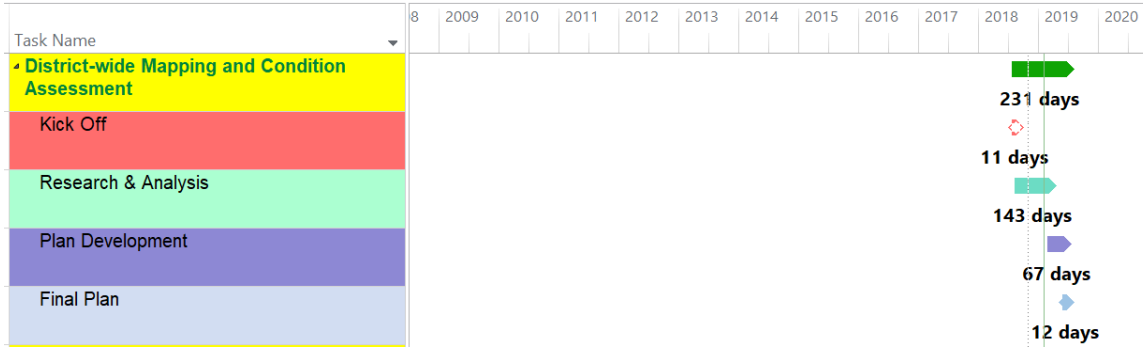
Recently Completed: *Interviews with college staff and students are complete. Questionnaires are distributed to faculty, department chairs and classified staff.*

Focus: *Gathering and analyzing information. Schedule public forums at colleges.*

3. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final Plan	Jun 2019



Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: Phase One (Underground Utility Systems Mapping) at Irvine Valley College. Phase Three & Four (Underground Utility Condition Assessment & report development) at Saddleback College.

In Progress: Continue locating and mapping underground utilities throughout IVC. Hold weekly coordination meetings with IVC’s FMO, Information Technology (IT) & Campus Police. Finalize data collection, surveying underground utility elevations, telecommunication system vaults investigation, condition assessment and capacity study at Saddleback College.

Recently Completed: Potholing at Saddleback College is complete. Staff conducted existing condition review meetings with IVC FMO staff.

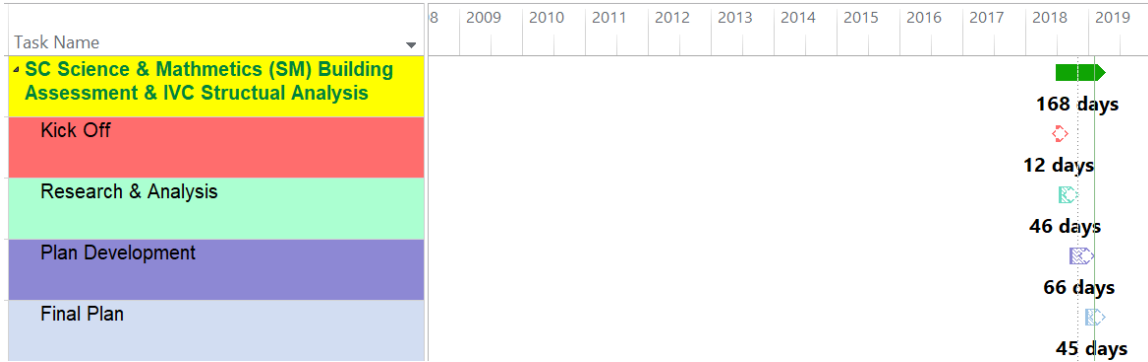
Focus: The mapping process continues at IVC using electromagnetic tools, ground penetrating radar (GPR), ram-rods, and robotic cameras. Performing video assessment for the Saddleback College sanitary sewer system.

4. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

Project Description: The Saddleback College Science & Mathematics (SM) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts

Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	Jul 2018	Start Plan Development	Sep 2018
Start Research/Analysis	Jul 2018	Draft Plan	Dec 2018
Complete Research/Analysis	Sep 2018	Final Plan	Jan 2019



Budget Narrative: Budget reflects Board action on 6/22/2015 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

	Original	Revision	Total
Project Budget:	\$750,000	\$200,000	\$950,000
District Funding Commitment:	\$750,000	\$200,000	\$950,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$200,000	\$950,000

Status: Deliverable Phase.

In Progress: Consultants are addressing *staff* review comments.

Recently Completed: Presented the SM Building report initial findings to Saddleback College Executive Cabinet.

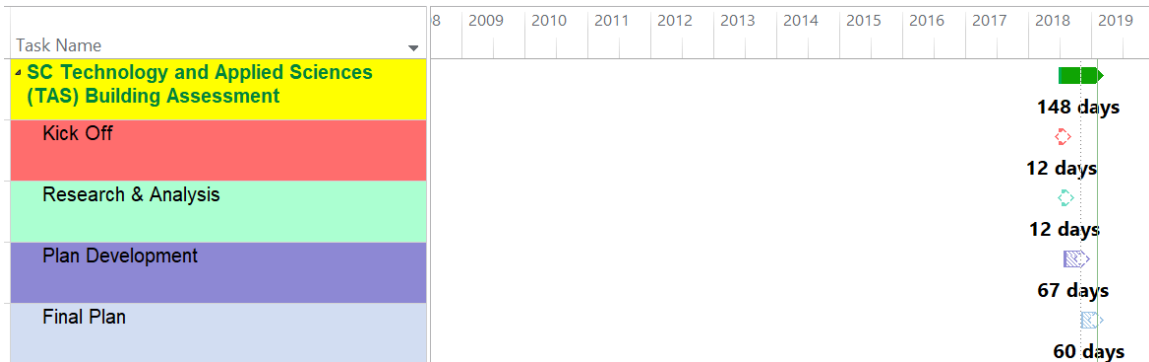
Focus: Coordinate stakeholder’s draft report review for Saddleback College SM Building & the IVC Buildings.

5. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code

requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

Kick Off	Jul 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Jul 2018	Draft Plan	Sep 2018
Complete Research/Analysis	Aug 2018	Final Plan	Mar 2019



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

	Original	Revision	Total
Project Budget:	\$175,000	\$0	\$175,000
District Funding Commitment:	\$175,000	\$0	\$175,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$175,000	\$0	\$175,000

Status: Deliverable Phase.

In Progress: Consultants are addressing review comments *issued by Saddleback College Executive Cabinet.*

Recently Completed: Page turner review meeting with Saddleback College Executive Cabinet, staff and consultants.

Focus: Issue the final report to Stakeholders *and closeout this portion of the condition assessment project*

GENERAL NOTES

- Project updates for active projects may be viewed at:

<http://www.socccd.edu/businessservices/ProjectUpdates.html>

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor’s Office database for Capital Outlay.)
 - The “Revisions” column for the State Match category includes changes due to escalation and changes that may have occurred to the state’s percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The “Revisions” column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: |SOCCCD: Monthly Financial Status Report |
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through January 31, 2019 (EXHIBIT A). A review of current revenues and expenditures for FY 2018-2019 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of January 31, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	4,609,086	964,381	20.92%
State Sources	8600-8699	70,069,588	70,568,796	42,275,326	59.91%
Local Sources	8800-8899	255,319,299	256,871,799	161,840,654	63.00%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	332,049,681	205,080,361	61.76%
FISCAL AGENT PASS THROUGH	8970-8979	4,528,571	4,528,571	2,647,056	58.45%
INCOMING TRANSFERS	8980-8989	6,446,040	6,526,040	3,188,884	48.86%
TOTAL SOURCES OF FUNDS		\$ 409,696,057	413,804,372	281,616,381	68.06%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	96,083,752	50,289,173	52.34%
Classified Salaries	2000-2999	59,257,036	60,311,615	26,619,027	44.14%
Employee Benefits	3000-3999	61,420,772	62,446,044	30,646,168	49.08%
Supplies & Materials	4000-4999	9,360,109	9,751,851	1,753,800	17.98%
Services & Other Operating	5000-5999	43,630,360	42,374,288	12,913,583	30.48%
Capital Outlay	6000-6999	15,603,835	16,901,099	2,930,777	17.34%
Payments to Students	7500-7699	3,467,749	4,351,447	2,759,835	63.42%
Total Expenditures		\$ 288,170,698	292,220,096	127,912,363	43.77%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,235,000	1,293,917	1,290,486	99.73%
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	5,394,000	7.22%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	2,163,617	47.78%
Total Other Uses		80,519,412	80,578,329	8,848,103	10.98%
TOTAL USES OF FUNDS		368,690,110	372,798,425	136,760,466	36.68%
ENDING FUND BALANCE		\$ 41,005,947	41,005,947	144,855,915	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 23,847,231	23,847,231		
Reserve for Economic Uncertainties		13,858,716	13,858,716		
College Reserves for Economic Uncertainties		3,300,000	3,300,000		
TOTAL RESERVES		\$ 41,005,947	41,005,947		

NOTE: As of January 31, 2018 actual revenues to date were **71.19%** and actual expenditures to date were **40.85%** of the revised budget to date.

SADDLEBACK COLLEGE
General Fund Income and Expenditure Summary
As of January 31, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	64,607,070	63.77%
Restricted Budget Allocation		45,338,840	47,843,127	30,607,562	63.97%
Total Revenue		146,646,222	149,150,509	95,214,632	63.84%
INCOMING TRANSFERS 8980-8989		3,796,040	3,796,040	936,769	24.68%
TOTAL SOURCES OF FUNDS		\$ 167,327,864	169,832,151	113,037,003	66.56%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 58,033,926	57,741,304	30,135,738	52.19%
Classified Salaries 2000-2999		30,774,599	31,322,131	13,309,642	42.49%
Employee Benefits 3000-3999		33,816,018	34,339,464	17,310,693	50.41%
Supplies & Materials 4000-4999		7,377,701	7,608,200	1,065,060	14.00%
Services & Other Operating 5000-5999		21,729,991	22,274,041	5,974,431	26.82%
Capital Outlay 6000-6999		9,822,234	10,915,310	2,146,575	19.67%
Payments to Students 7500-7699		2,588,395	2,387,784	1,285,690	53.84%
Total Expenditures		\$ 164,142,864	166,588,234	71,227,829	42.76%
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		\$ 885,000	943,917	940,486	99.64%
Other Transfers 7400-7499		-	-	-	
Total Other Uses		885,000	943,917	940,486	99.64%
TOTAL USES OF FUNDS		165,027,864	167,532,151	72,168,315	43.08%
LOCATION OPERATING BALANCE		\$ 2,300,000	2,300,000	40,868,688	
RESERVES					
Reserve for Economic Uncertainties		\$ 2,300,000	2,300,000		

NOTE: As of January 31, 2018 actual revenues to date were **68.66%** and actual expenditures to date were **43.79%** of the revised budget to date.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of January 31, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	43,801,501	66.54%
Restricted Budget Allocation		21,595,323	23,119,351	12,306,564	53.23%
Total Revenue		87,423,839	88,947,867	56,108,065	63.08%
INCOMING TRANSFERS 8980-8989		2,100,000	2,100,000	417,398	19.88%
TOTAL SOURCES OF FUNDS		\$ 94,781,189	96,305,217	61,782,813	64.15%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 33,258,855	34,189,932	18,624,256	54.47%
Classified Salaries 2000-2999		18,807,573	19,190,814	8,575,964	44.69%
Employee Benefits 3000-3999		21,234,208	21,678,054	10,973,152	50.62%
Supplies & Materials 4000-4999		1,875,908	2,033,451	650,388	31.98%
Services & Other Operating 5000-5999		12,055,190	10,380,014	2,977,895	28.69%
Capital Outlay 6000-6999		5,670,101	5,869,289	732,515	12.48%
Payments to Students 7500-7699		879,354	1,963,663	1,474,145	75.07%
Total Expenditures		\$ 93,781,189	95,305,217	44,008,315	46.18%
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		\$ -	-	-	
Other Transfers 7400-7499		-	-	-	
Total Other Uses		-	-	-	
TOTAL USES OF FUNDS		93,781,189	95,305,217	44,008,315	46.18%
LOCATION OPERATING BALANCE		\$ 1,000,000	1,000,000	17,774,498	
RESERVES					
Reserve for Economic Uncertainties		\$ 1,000,000	1,000,000		

NOTE: As of January 31, 2018 actual revenues to date were **66.48%** and actual expenditures to date were **49.82%** of the revised budget to date.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: [SOCCCD: Quarterly Investment Report]
ACTION: 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, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on December 31, 2018, our cash balances were \$366,368,070.04 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 1.96% compared to prior quarter of 1.74%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,915,960.25, and the LAIF investment pool is yielding an average of 2.40% compared to prior quarter of 2.16%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending December 31, 2018 (EXHIBIT A).

For December, the portfolio was composed of 46.4% common stocks (domestic and international) and 53.6% fixed funds (bonds). The portfolio's performance decreased 3.39%, ending with a fair market value of \$110,932,006 and an annualized return of 4.88% since inception.

January 11, 2019

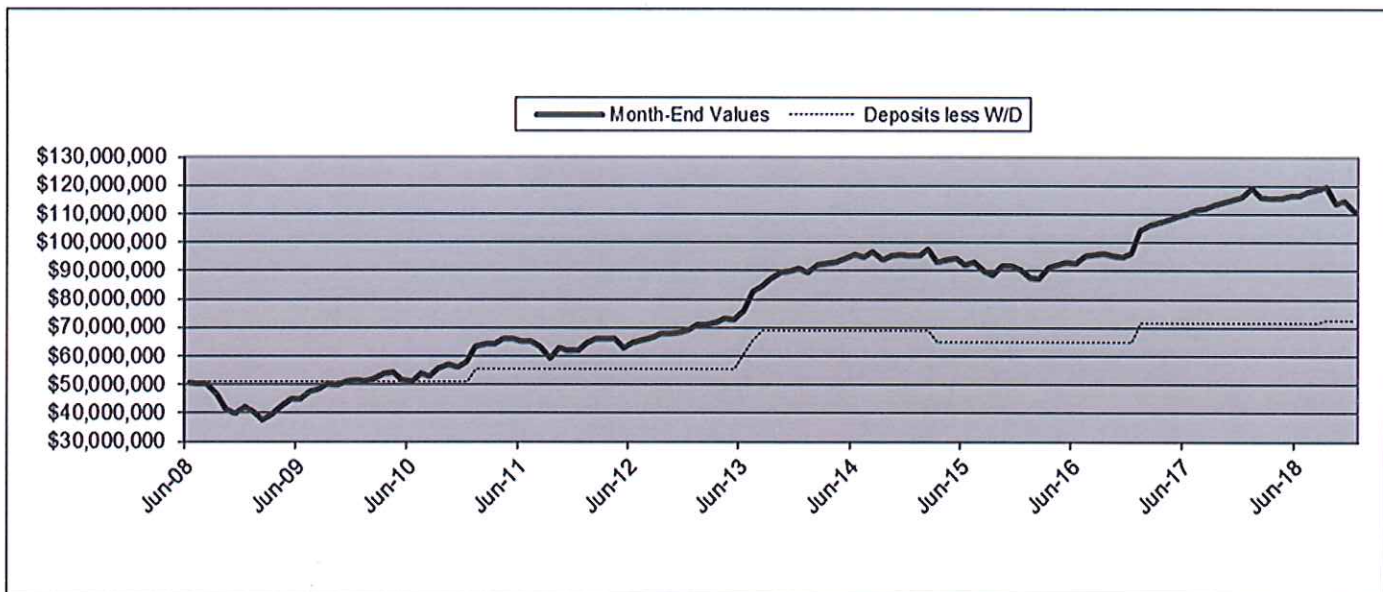
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

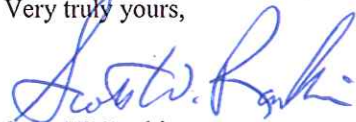
With a fair market value on December 31st of \$110,932,006.40 your portfolio's performance was down -3.39% for the month and up 4.88% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (46.4%) and fixed income funds (53.6%). It was designed to be invested over a long time frame. Total deposits in the amount of \$76,729,695.11 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.

<u>Performance</u>	<u>December 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-3.39%	-5.43%	4.88% annualized return
S&P 500	-9.03%	-4.38%	8.92% (Domestic Stocks)
MSCI EAFE	-4.85%	-13.79%	1.53% (International stocks)
Barclays Aggregate	1.84%	0.02%	3.71% (Domestic Bonds)
Barclays Global	2.02%	-1.22%	2.47% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
September-17	\$ -	\$ 71,676,602	\$ 113,277,751
October-17	\$ -	\$ 71,676,602	\$ 114,061,414
November-17	\$ -	\$ 71,676,602	\$ 115,163,531
December-17	\$ -	\$ 71,676,602	\$ 116,227,289
January-18	\$ -	\$ 71,676,602	\$ 119,034,135
February-18	\$ -	\$ 71,676,602	\$ 115,906,436
March-18	\$ -	\$ 71,676,602	\$ 115,625,568
April-18	\$ -	\$ 71,676,602	\$ 115,818,885
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
July-18	\$ -	\$ 71,676,602	\$ 117,809,747
August-18	\$ -	\$ 71,676,602	\$ 118,920,059
September-18	\$ 1,053,093	\$ 72,729,695	\$ 119,738,877
October-18	\$ -	\$ 72,729,695	\$ 113,870,918
November-18	\$ -	\$ 72,729,695	\$ 114,824,706
December-18	\$ -	\$ 72,729,695	\$ 110,932,006
	\$ 72,729,695		

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March 2016, the SOCCCD Board of Trustees authorized the District to join the California Public Entity Pension Stabilization 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 December 31, 2018 (EXHIBIT A). The portfolio is composed of 14.1% equity funds and 85.9% fixed income mutual funds. The portfolio's performance for the quarter decreased 1.99%, ending with a fair market value of \$33,205,615. The annualized return since inception is 1.15%. In this quarter, \$1,205,047 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

January 11, 2019

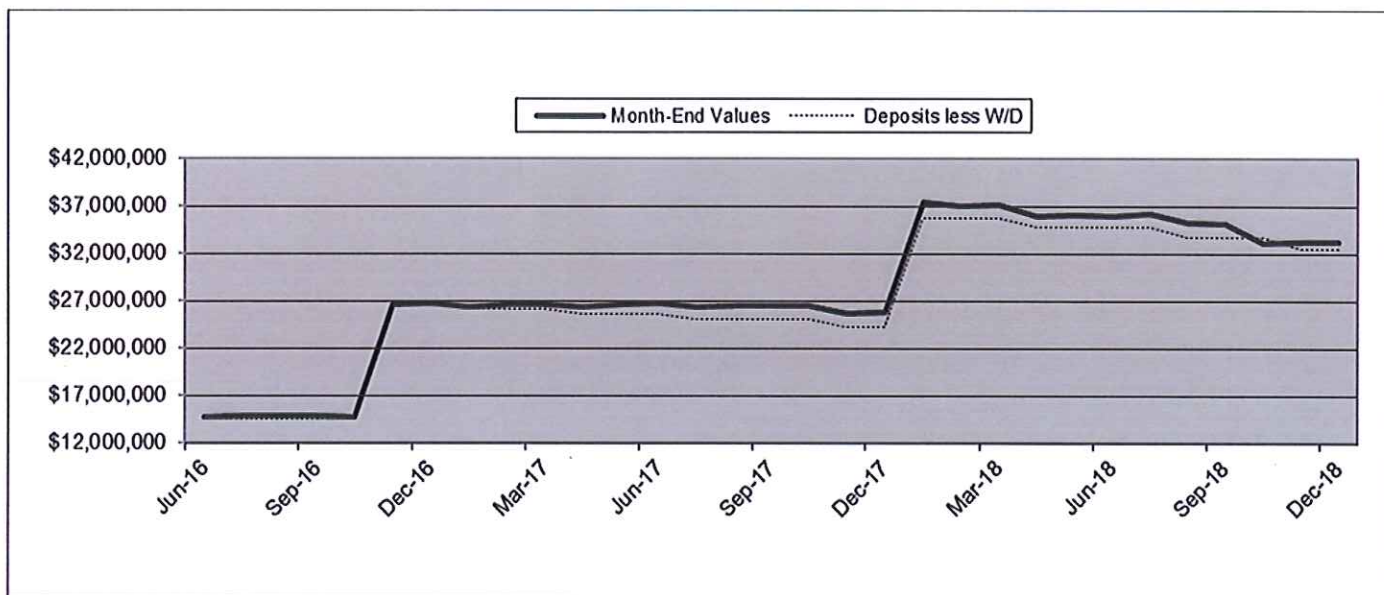
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

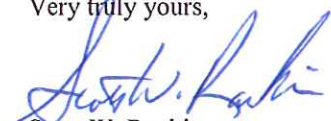
With a fair market value on December 31st of \$33,205,614.82 your portfolio's performance was down -1.99% for the quarter and up 1.15% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (14.1%) and fixed income funds (85.9%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$7,241,843 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>4th Quarter 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	-1.99%	-2.43%	1.15% annualized return
S&P 500	-13.52%	-4.38%	9.54% (Domestic Stocks)
MSCI EAFE	-12.54%	-13.79%	5.34% (International stocks)
Barclays Aggregate	1.64%	0.02%	0.37% (Domestic Bonds)
Barclays Global	1.19%	-1.22%	-0.24% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Reports from Administration and Governance Groups
ACTION: None

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

Chancellor and College Presidents written reports are included for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association



DATE: February 25, 2019
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen F. Burke, Ed.D.
SUBJECT: District Services Report for February 25, Board of Trustees Meeting

Community College League of California Conference



I attended the 2019 Annual CCLC (The League) Legislative Conference with Trustee Jemal, Trustee Milchiker, President Elliot Stern and Letitia Clark on January 25-28. The first two days of the conference were dedicated to the effective trusteeship and board chair workshops, which provided comprehensive information on the knowledge and skills necessary to be an effective trustee. The latter part of the conference provided an opportunity to discuss legislative priorities, learn about strategies to address issues, and how to successfully advocate for our community colleges. The conference culminated with several visits to our legislators in the Capitol, including Senators Pat Bates and John Moorlach, Assembly Members Cottie Petrie-Norris and Steven Choi, and the staff of Assembly Member William Brough. We discussed with them, both capital outlay projects on Saddleback's and IVC's campuses. We advocated for the Saddleback Gateway Project to remain in the Governor's Budget and for the IVC Fine Arts Project to be included in the budget through the May Revise. We also advocated in support of AB 30 – Holden, which would repeal the sunset date to authorize districts to operate dual enrollment programs with our K-12 education partners. Finally, we conveyed concerns about the clinical placement issue impacting Saddleback's Nursing Program to our local legislative delegation.

Drug and Alcohol Policy Annual Update

On February 5, Vice Chancellor of Human Resources, Dr. Cindy Vyskocil, distributed the annual [Drug-free Environment and Drug Prevention Program Board Policy 4016](#) to employees district-wide. As we begin the new spring semester with intentions and goals of doing our best to contribute toward student success, it is vital that we reaffirm our commitment to maintaining an environment free of the abuse of alcohol and other drugs. We request that every employee take the the time to review the currently policy. The policy sets standards for dealing with the reality of alcohol and drug abuse. In order to help employees and their families who may be suffering with this problem, the District's medical plans provide coverage for treatment of drug and alcohol addictions. The District also offers an Employee Assistance Program (EAP). This help is confidential and available 24 hours through the helpline—1-855-775-4357.

Building Diversity Summit

On February 8-9, Dr. Cindy Vyskocil and I attended the 2019 Building Diversity Summit in Los Angeles, CA. This two-day conference focused on the advancement of equitable and inclusive hiring practices across California's community colleges. Chancellor Oakley shared that a diverse faculty and staff improves student access, persistence, and success—all goals within the *Vision for Success*. It was great to see the collaboration between the Chancellor's Office, the CCLC, the Academic Senate for California Community Colleges, and the Statewide EEO Advisory Committee.



Bureau of Nursing Regional Hearing

After much feedback from the Saddleback College Nursing Program about the issue of clinical placements in local hospitals, faculty and staff attended the regional Bureau of Registered Nursing meeting in Redondo Beach on February 14. The meeting allowed an opportunity to provide public comments about the reduction in clinical placements for community college students in pursuit of ADNs. The meeting also provided an opportunity to speak about growing enrollment concerns with for-profit nursing programs. I will continue to provide information as our work to address this issue progresses.

Orange County Legislative Task Force

On February 14, I attended the Orange County Legislative Task Force (OCLTF) meeting with Trustee Milchiker and Government Relations Director, Letitia Clark. During the meeting, we shared recaps of the CCLC Legislative Conferences in Sacramento, CA. We also finalized legislative priorities with an emphasis on the clinical placement issue for nursing students and talked about collaborative projects such as diversity hiring.

Go Red for Women Day

The American Heart Association's signature women's initiative, *Go Red for Women*, is a comprehensive platform designed to increase women's heart health awareness and serve as a catalyst for change to improve the lives of women globally. Making a commitment to your health isn't something we have to do alone. That's why joining together contributes to our commitment to exhibit healthy behavior. On February 20, I invited all staff in District Services to Go Red by wearing red and to join in for a group photo in front of my office. We distributed materials about how to maintain a healthy heart and also distributed red apples. Both Saddleback College and Irvine Valley College incorporated Go Red for Women day into activities on campus.

RISE - District Services Employee Newsletter

The first publication of the RISE Newsletter was distributed this month to all employees. RISE will serve as a communication about District Services Employees—featuring staff recently hired and staff who have achieved significant milestones or accomplishments. Three to four features of each issue will include a photo and candid interview, along with helpful district updates or event reminders.

Crisis Communication Plan Update

SAE Communications interviews with key SOCCCD stakeholders are nearly complete. Once the data has been compiled of all of the interviews, SAE will draft a crisis communication plan for review. I'd like to thank everyone who has taken time to be a part of this process thus far. Your input, perspective, and expertise will contribute to a workable communications plan in the event of a crisis. More information to come as we move forward in the planning process.

City Council Visits – April is Community College Awareness Month

April is Community College Awareness Month and to spread awareness about the great aspects of our district, we will have an opportunity to address several city councils within our service area in conjunction with a proclamation presentation. We will attend council meeting in Mission Viejo, Irvine, Tustin, Aliso Viejo, Laguna Beach, Newport Beach, Rancho Santa Margarita and the Orange County Board of Supervisors throughout the month of April. Please feel free to let me know if you will be able to attend one or more of the presentations in recognition of all that Saddleback College, Irvine Valley College, ATEP and the South Orange County Community College District provide to our local community.



Business Services Update

Bid Implementation

On November 19, 2018, the Board approved the adoption of California Uniform Public Construction Cost Accounting Act (CUPCCAA), which allows the District to utilize higher bidding thresholds as an alternative bidding method. As of January 2019, the Procurement Department has fully integrated CUPCCAA as a two-part implementation:

- Staff at the District, FMO and Technology Departments at both colleges have been trained and will execute public works and maintenance project contracts utilizing the new CUPCCAA bidding procedures.
- As a parallel initiative, the District's Procurement department has integrated CUPCCAA into the online bidding platform, PlanetBids. The e-bidding platform was chosen through a shared consultative process, which included assessment of other comparable platforms such as JAGGAER, BidSync, and FedBids. PlanetBids is fully implemented and integrated and is live for district and college use.

The integration of CUPCCAA into the implementation of PlanetBids will significantly improve and streamline the bidding and RFP process, while dramatically increasing the District's outreach to contractors. As of February 11, 2019, the District has already added 160 contractors to the CUPCCAA qualified bidders list and is actively engaging more contractors to become qualified through its various outreach efforts.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: President Elliot Stern, DO, JD

SUBJECT: Report for February 25, 2019 Board of Trustees Meeting

Saddleback Closes the Gap in Online Course Success and Retention Rates

Online education classes have become increasingly popular for students, and we're showing success in meeting the demand. Currently, Saddleback offers two fully online Associate of Arts Degrees for Transfer (History and Anthropology) and the online education team is actively working to move several more degrees fully online.

In 2017-2018, 28 percent of all FTES generated at the college was in online classes, a jump of nearly 10 percent since 2013-2014. We're also seeing greater student success in online courses over the past four years. Looking at the same time frame, retention rates and success rates in online courses exceeded that of face-to-face courses (1.5 percent higher and .4 percent higher, respectively).

These numbers show that we've closed the gap: In 2013-2014, the success rate in online courses was seven percent behind face-to-face courses, while retention rates were about two percent behind.

Excluding summers, Saddleback ranks first in the state in our online class offerings – meaning we have the most online section enrollments in the entire state, out of 114 colleges. If we include summer, we rank second, behind Foothill DeAnza College.

Saddleback Celebrates Second Class of High School Equivalency Graduates

The biannual High School Equivalency Ceremony was held on Saturday, January 26, and recognized the 35 students who earned their High School Equivalency Certificate. To achieve their certificate, the students passed all five exams during the fall semester. Many of these students will continue on to Saddleback and have already met with counselors to discuss their academic plans. Congratulations to our graduates!

Students Show Success in Zero Textbook Cost Classes

An analysis of Zero Textbook Cost sections from Spring 2017 to Fall 2018 by our Office of Planning, Research, and Accreditation, shows excellent results:

- Class cancellation rates were a third lower than non-ZTC sections (3.6 percent versus 5.4 percent)
- Student retention rates were three percent higher than in non-ZTC sections
- ZTC online class success rates were 6.8 percent higher than students in non-ZTC online sections
- Eighty-three percent of surveyed faculty agreed that ZTC materials were effective for their courses

Currently, six percent of our classes are ZTC (158 out of 2,395 total sections), yet with the positive response from faculty willing to adopt ZTC in the next three years (89 percent), and the incentives supported through the OER Work Group and College Promise Program, this number is expected to climb.

Thank you to the great work of Professors Jennifer Pakula and Nicole Major, and Dean Marina Aminy, who are leading the ZTC effort, and to Jared Lessard for his excellent research!

TEDx Features College Faculty and Administrators

The Phi Theta Kappa Honors Society hosted TEDx Saddleback College on Tuesday, with the theme of "Construct, Deconstruct, Rebuild." The featured speakers included many of our own faculty and administrators. Marina Aminy shared her family's story of fleeing Afghanistan for the United States in the 1980s during the Soviet invasion, and encouraged the audience to think about the refugee experience in our current political landscape. Todd DeVoe shared his extensive knowledge of emergency preparedness and management, and Lucas Ochoa presented a personal history of his family's journey to the United States from Mexico and the Latinx experience. Jennifer Hedgecock's presentation focused on deconstruction as a type of literary theory using the Toni Morrison novel *Sula*.

Promise Program Update

After an analysis of the progress of Saddleback's first Promise Program cohort, the data is quite promising. Of the 270 students in the cohort, 73 percent completed at least 12 units (compared to 38 percent for our overall first-time student population), the average GPA is 2.93 (compared to 2.60 for the overall first-time student population), 81 percent succeeded in a college-level course (compared to 68 percent overall), and 98% persisted from the fall semester to the spring semester (compared to 85 percent overall).

Cosmetology Program Ranks 14th in Nation

For the third consecutive year, the cosmetology program was named a top 50 beauty and cosmetology school by TheBestColleges.org. The year the program was ranked 14th in the nation and was one of three California colleges included in the rankings.

VETS Center Update

The Veterans Credit Articulation Track (V-CAT) Department of Finance Innovation Award has worked with instructional faculty and articulated 57 military courses and occupations into Saddleback College and transfer courses to date. This spring 2019, our faculty will assess over 40 more military courses or occupations for consideration for articulation.

The Department of Defense held its third convening of the Veterans Higher Education Collaborative (VHEC) at Florida State University. This group of 20 elite veteran serving universities and colleges include Columbia, Georgetown, Vassar, UCLA, and others with Saddleback College being the only California community college invited. VETS Program Coordinator Terence Nelson represented the institution and guided VHEC and the DoD on credit for military training, requested enhancements to the transition process, and other vital topics for exiting service members.

Kolin Williams participated in the CA Department of Veterans Affairs CalTAP program at Camp Pendleton MCB serving over 50 exiting veterans and guiding them in the process to seek education in our public IHL system.

According to the GI Bill Comparison Tool produced by the VA, our student veteran retention rate is at 91.7%, almost 15% higher than the national average for student veterans.

The VETS Team, Dean Georgina Guy, and President Elliot Stern hosted the OC Veterans Initiative members including local veteran serving non-profits and donors. The OCCF has granted Saddleback College \$55,000 to support student veterans in 2019.

Fine Arts and Media Technology Update

Saddleback College's Division of Fine Arts & Media Technology (FAMT) kicked off their Spring 2019 season in the McKinney Theatre with two audience favorites: the Saddleback Jazz Faculty in Concert; and Musical Mania, a rousing Broadway Sing-Along concert led by Vocal Studies students with director Scott Farthing.

The Spring 2019 FAMT season includes an array of jazz, choral, piano, and symphonic concerts, student showcases, two theatre productions, including Stephen Sondheim's "Into The Woods," visiting visual artists and performers, and special events in the McKinney, the Fine Arts Gallery, and on the Saddleback Quad. Up-to-the-minute information and tickets are always available at www.saddleback.edu/arts.

Transfer Center Update

Our counselors and staff have assisted over 300 Saddleback students who applied to a UC or CSU for Fall 2019 admission via appointments or through open lab throughout the month of January.

Our Honors counselors diligently provided appointments to assist students who've applied to UCI or UCLA. We've met with over 100 students who are finishing up the Honors program at Saddleback. Through an Honors partnership led by Dr. Alannah Rosenberg, students who confirmed that they will finish the Honors program at Saddleback can ensure priority consideration for admission to UCLA or UCI's honor programs.

At least 600 students have applied to a UC campus for Fall 2019 admission. The Transfer Center received a list of students who applied to a UC and now our counselor will take a close look at the applicants to ensure they are not missing any vital requirements such as meeting minimum of 60 transferable units, completed English compositions and critical thinking, and completing a UC-transferable math.

Respectfully Submitted,



Elliot Stern
President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GR*

DATE: February 14, 2019

SUBJECT: **President's Report for the February 25, 2019 Board of Trustees Meeting**

Shaping the Future of Irvine Valley College

On February 1, 2019, Irvine Valley College held a lunch and town hall meeting in the Performing Arts Center to begin initial steps in the college's Education Master and Strategic Plan (EMSP) process. Faculty, staff, administrators and students were all invited to share their opinions and perspectives during the discussions, which were facilitated by a consultant, MIG. Additional breakout sessions were held afterward.

Winner of Holiday Gift Basket Competition

The School of Business Sciences was awarded first place in the gift basket competition for the fourth year in a row at the Irvine Valley College Employee Holiday Celebration. The School's gift basket donation assisted in the event's overall effort of raising \$1,797 in student scholarship funds.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright
Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

32nd Annual Astounding Inventions Held at Irvine Valley College

On January 26, 2019, approximately 2,000 people came to IVC to participate in the 32nd Annual Astounding Inventions student invention competition, presented by Cox Communications, sponsored by Knobbe Martens, and coordinated by the IVC Foundation. Students from both the Irvine and Tustin unified school districts competed for prizes in this elaborate science, technology, engineering and math (STEM) competition that fosters student entrepreneurship and creative thinking. Students could either submit a traditional poster or create a video to describe their project. In addition to the invention competition, Edwards Lifesciences hosted the Innovation Village Center with hands-on science, technology, engineering, arts and math (STEAM) activities that were free and open to all. During Fall 2018, nearly 4,000 students representing 58 schools in the Irvine and Tustin districts submitted their inventions for judging at their schools. From these submissions, approximately 350 finalists were chosen to compete. At the event, students competed for \$10,000 in cash prizes, as well as certificates of achievement and ribbons. Over 50 judges representing the scientific, education, civic and business communities determined the winners. In addition, as part of its title sponsorship, Knobbe Martens will select two student inventions based on perceived patentability, and offer to conduct a pro bono prior art search and write a provisional patent application for the selected inventions. Students were recognized at an awards ceremony by Glenn Roquemore, president, IVC; T.J. Prendergast, president and board trustee, SOCCCD; Michael Drennen, director of sales, Cox Business; and Sean Kim, associate, Knobbe Martens and 1st vice president, IVC Foundation Board of Governors. Also in attendance for the ceremony were Lisa Greenberg, president, Cornerstone Specialty Insurance Services, Inc. and president, IVC Foundation Board of Governors; Lauren Brooks, president, Irvine Unified School District; and Ira Glasky, board member, Irvine Unified School District.



Alec Woods – 5th Grade, Guin Foss Elementary School

Orange County Community Foundation Funds Irvine Valley College Veterans Resource Center

The Orange County Community Foundation recently funded the Irvine Valley College Veterans Resource Center to provide a mental health provider on-site daily, tutoring and outreach services for veterans in the Orange County area and emergency funds. The main focus is to improve veteran's well-being while increasing their persistence, and completion rates so they may acclimate into civilian life, reaching their educational goals and becoming self-sustaining. Providers will teach health related workshops, women's health, disability certification, vocational rehabilitation and provide healthcare enrollment to veteran students. Tutors will be in the Veterans Resource Center working with veterans to enhance their completion and success rates in Math and English. The objective is to provide holistic prevention care for veterans which includes education on diet, exercise and wellness via workshops, outreach and case management of veteran issues monthly. The educational component includes outreach, accommodations for any disability and counseling which go hand in hand with the premise of holistic care of our veterans.

Irvine Valley College Students Honored with \$17,500 in Asian Pacific Islander American (APIA) Scholarship Awards

On January 29, 2019, five Irvine Valley College students were honored with 2018 APIA Scholars AANAPISI scholarship awards. APIA Scholars is the leading national organization chartered with raising funds to award scholarships to students of Asian Pacific Islander descent. Only students attending an institution recognized as an Asian American Native American Pacific Islander Serving Institution (AANAPISI) scholarship program partner are eligible to receive these scholarships. APIA Scholars has partnerships with just 32 colleges and universities nationwide (16 community colleges and 16 four-year institutions). In this year's cycle, there were over 900 completed applications nationwide and 160 total scholarships awarded. Five Irvine Valley College students received awards, with two being awarded the highest amount possible.

2018-19 Irvine Valley College APIA Scholars AANAPISI scholarship recipients:

Kayhlia Yang (19) - \$5,000 APIA Scholars/Wells Fargo AANAPISI Scholarship
Nu (Ellie) Bui (20) - \$5,000 APIA Scholars/Wells Fargo AANAPISI Scholarship
Katie Yoon (20) - \$2,500 APIA Scholars/Walmart Foundation AANAPISI Scholarship
Joshua Tran (18) - \$2,500 APIA Scholars/Walmart Foundation AANAPISI Scholarship
Evelyn Hoang (19) - \$2,500 Walt Disney/APIASF Scholarship



From Left to Right: Kayhlia Yang, Katie Yoon, Joshua Tran, Nu (Ellie) Bui, Evelyn Hoang