



## Meeting of the Board of Trustees

June 27, 2016

### **CALL TO ORDER: 5:00 P.M.**

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

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

**Teleconferencing Location:** Pursuant to Government Code Section 54953(b) This meeting will also be conducted by teleconference at the following location: Rampart Lodge, Temporary Living Facility (TLF), Pine Valley, United States Air Force Academy (USAFA), Colorado, 80840-4980.

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

### **1.0 PROCEDURAL MATTERS**

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

#### **1.2 Public Comments**

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

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

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(3 matters)
  - B. Public Employee Employment (Government Code Section 54957(b).)(1 matter)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Police Officers Association (POA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)  
(2 matters)
  - A. Lease of Property by District: Portion of Saddleback College site: Fowler Property Acquisitions, LLC (formerly MG Promenade Apartments LLC), 28032 Marguerite Parkway, Mission Viejo; regarding price and terms of payment. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
  - B. Exchange of Property by District: Portion of Advanced Technology Education Park: County of Orange, 15445 Lansdowne Road, Tustin Agency Designated Negotiator: Debra Fitzsimons, Ph.D. regarding exchange of land.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
  - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1)  
(3 potential cases)

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

**2.2 Invocation**

Led by Trustee Terri Whitt

**2.3 Pledge of Allegiance**

Led by Trustee James Wright

**2.4 Public Comments**

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

**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 **SOCCCD: HR / Financial Software System (Workday) Project Update**  
Status of the HR/Financial Software System project as of June 2016.
- 4.2 **SOCCCD: Saddleback College Athletics Stadium Project Update**  
Status of the Saddleback College Athletics Stadium project as of June 2016.
- 4.3 **SOCCCD: Basic Aid Allocation Recommendation for FY 2016-2017 Partial List of Projects for Tentative Budget**  
For discussion and information prior to approving the basic aid recommendations as part of the FY 2016-2017 Tentative Budget.

#### **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 Special Meeting held on May 16, 2016 and Regular Meeting held on May 16, 2016. Approve notes of a Special Meeting held on May 21, 2016.
- 5.2 **Saddleback College: Curriculum New/Revised for the 2016-17 Academic Year**  
Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.
- 5.3 **SOCCCD: Saddleback College, Award of Janitorial Supplies and Equipment, Bid No. 337D**  
Award Bid No. 337D for Janitorial Supplies and Equipment for the term of July 1, 2016 to June 30, 2017 for a total amount of \$94,107.02, to the vendors listed on EXHIBIT A, with an option for a two-year renewal period.
- 5.4 **SOCCCD: Saddleback College, Boat Surplus**  
Approve disposal of the 15' Boston Whaler.
- 5.5 **SOCCCD: Saddleback College, Construction Superintendent Services, Award of Bid 2051, MEW Consulting**  
Award Bid No. 2051, Saddleback College Construction Superintendent Services and approve a one year agreement with two one-year options to renew with MEW Consulting of West Covina, CA, in the amount of \$202,200.
- 5.6 **SOCCCD: Saddleback College, Radio Station Design, Engineering, and Installation Services Project, Architectural Service, Amendment No. 1,**

**Dougherty + Dougherty Architecture**

Approve Amendment No. 1 with Dougherty + Dougherty Architecture in the amount of \$67,450 with a reimbursable allowance of \$6,500 for the Saddleback College Radio Station Design, Engineering and Installation Services project, for a total contract value of \$165,250.

- 5.7 **Saddleback College: Grant Acceptance, CA Apprenticeship Initiative, Pre-Apprenticeship Grant: Manufacturing Pre-Apprenticeship Program (M-PAC)**  
Accept this award of \$495,534 from the CA Community Colleges Chancellor's Office for the CA Apprenticeship Initiative Pre-Apprenticeship Program Grant: Manufacturing Pre-Apprenticeship Consortium for the term of March 22, 2016 through February 28, 2018.
- 5.8 **Saddleback College: Grant Acceptance, Teacher Preparation Pipeline / STEM / CTE (TPP)**  
Accept this award of \$220,000 from the CA Community College Chancellor's Office for Teacher Preparation Pipeline STEM/CTE grant for the grant term of January 1, 2016 to December 31, 2018.
- 5.9 **SOCCCD: Saddleback College, Marquees and Landscape Project, HPI Architecture**  
Approve the architectural/ engineering agreement with HPI Architecture for the Saddleback College, Marquees and Landscape project in the amount of \$125,320.
- 5.10 **SOCCCD: Saddleback College, Irvine Valley College and Advanced Technology and Education Park, Extension of Charter Busing Services Agreement, Amendment No. 2, Pacific Coachways Charter Services, Inc.**  
Approve Amendment No. 2 for charter busing services at Saddleback College, Irvine Valley College and Advanced Technology and Education Park with Pacific Coachways Charter Services, Inc., for the second of two one-year extensions, beginning July 1, 2016 and ending June 30, 2017 for an estimated cost of \$118,000.
- 5.11 **Saddleback College and Irvine Valley College: Community Education Fall 2016**  
Approve Fall 2016 Community Education courses, presenters, and compensation.
- 5.12 **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.
- 5.13 **Irvine Valley College: Grant Acceptance from the National Science Foundation**  
Approve the National Science Foundation award for \$69,425 for the term of

July 1, 2016 through June 30, 2017.

- 5.14 **Irvine Valley College: Grant Acceptance, Deputy Sector Navigator Energy Efficiency & Utilities**  
Accept this renewal award of \$200,000 from the CCCCCO for the Deputy Sector Navigator Energy Efficiency and Utilities grant, RFA No. 16-160-004 from July 1, 2016 through June 30, 2017.
- 5.15 **SOCCCD: Irvine Valley College, Food Services, Food Vending and Coffee Cart Services, Amendment No. 1, S & B Foods**  
Approve Amendment No. 1 to the Irvine Valley College Food Services, Food Vending and Coffee Cart Services agreement with S & B Foods for the first one-year extension for FY 2016-2017.
- 5.16 **SOCCCD: 2017-2018 Academic Calendar**  
Accept for review and study the proposed Academic Calendar for 2017-2018.
- 5.17 **SOCCCD: Amendment to Agreement for Special Services: Liebert Cassidy Whitmore**  
Amend agreement for special services to reflect new hourly rates effective July 1, 2016.
- 5.18 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve trustees' requests for attending conference(s).
- 5.19 **SOCCCD: Budget Amendment: Adopt Resolution No. 16-17 to Amend FY 2015-2016 Adopted Budget**  
Adopt Resolution No. 16-17 to amend the FY 2015-2016 Adopted Budget.
- 5.20 **SOCCCD: Contract for Business Analysis and Project Management Services, I3 Solutions**  
Approve the agreement with I3 Solutions for an amount not to exceed \$135,000 for the term of July 1, 2016 through June 30, 2017.
- 5.21 **SOCCCD: Contract for Information Technology Services, JB Technology Consulting, LLC**  
Approve the agreement with JB Technology Consulting, LLC, for an amount not to exceed \$171,360, for July 1, 2016 through June 30, 2017.
- 5.22 **SOCCCD: Contracts with Blackboard and the Foundation for California Community Colleges**  
Approve the agreements with Blackboard and with the Foundation for California Community Colleges, for a total amount not to exceed \$400,000 for July 1, 2016 through June 30, 2017.
- 5.23 **SOCCCD: Contract for Information Technology Consultancy Services, Gartner, Inc.**  
Approve the three year contract renewal with Gartner, Inc., for information

technology consultancy services for a total agreement amount of \$156,567 for July 1, 2016 through June 30, 2017.

- 5.24 **SOCCCD: Award of Bid No. 330D for District-Wide Bottled Water Services, DS Services of America, Inc.**  
Approve the award of Bid No. 330D, for District-Wide Bottled Water Services for Saddleback College, Irvine Valley College and ATEP campuses for FY 2016-2017 through FY 2018-2019 to DS Services of America, Inc. for a not to exceed value of \$40,000 per year, for a contract total of \$120,000.
- 5.25 **SOCCCD: Approval of Real Estate Brokerage Services, ATEP Site Development**  
Approve the form of the Brokerage Services Agreement (EXHIBIT A) and to authorize the vice chancellor of business services to finalize the contract and execute it.
- 5.26 **SOCCCD: Gifts to the District and Foundations**  
Accept the donations as listed.
- 5.27 **SOCCCD: Transfer of Budget Appropriations**  
Ratify the transfer of budget appropriations for the current reporting period ending May 31, 2016.
- 5.28 **SOCCCD: May 2016 Change Orders / Amendments**  
Ratify the change orders and amendments as listed.
- 5.29 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.30 **SOCCCD: May 2016 Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: FY 2016-2017 Tentative Budget**  
Approve the FY 2016-2017 Tentative Budget as presented.
- 6.2 **Irvine Valley College and Saddleback College: Student Government Tentative Budgets FY 2016-2017**  
Approve the student government tentative budgets for FY 2016-2017.
- 6.3 **SOCCCD: OCSBA Maureen DiMarco Award Nomination**  
Determine if the board wishes to make a nomination for the Maureen DiMarco Award.
- 6.4 **SOCCCD: Saddleback College TAS Swing Space Project, Notice of Completion, Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc.**

Authorize filing the Notice of Completion for the TAS Swing Space project at Saddleback College to Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc., for a final contract total of \$7,435,151.

- 6.5 **Saddleback College: Grant Acceptance, Community Colleges Basic Skills and Student Outcomes Transformation Program: Level Up**  
Accept this award of \$1,500,000 from the CA Community Colleges Chancellor's Office for the CA Community *Colleges Basic Skills and Student Outcomes* Transformation Program grant: Level Up for the period July 1, 2016 through June 30, 2019.
- 6.6 **Irvine Valley College: Grant Award, Basic Skills and Student Outcomes Transformation Grant**  
Approve this award from the CCCCO for \$1,447,720, RFA No. 15-068-014 for July 1, 2016 to June 30, 2019.
- 6.7 **Irvine Valley College: Memorandum of Understanding, Capistrano Unified School District**  
Accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and Capistrano Unified School District.
- 6.8 **Irvine Valley College: Memorandum of Understanding, Irvine Unified School District**  
Accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and the Irvine Unified School District.
- 6.9 **Irvine Valley College: Memorandum of Understanding, Tustin Unified School District**  
Accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and the Tustin Unified School District.
- 6.10 **SOCCCD: Board Policy Revision: BP-5300 Grade Changes**  
Accept for review and study.
- 6.11 **SOCCCD: Board Policy Revision: BP-5301 Course Repetition**  
Accept for discussion and approval.
- 6.12 **SOCCCD: District Server and Storage Replacement, Nutanix Brand, from Meridian IT, Inc. CMAS Contract**  
Approves contracting with Meridian IT, Inc. for the purchase of Nutanix virtualized datacenters pursuant to the CMAS Contract No. 3-14-70-3035A. Annual expenditures for the term under this agreement will not exceed \$1,000,000.
- 6.13 **SOCCCD: Contract for Software Development, Neudesic LLC**  
Approve the work order with Neudesic LLC, for an amount not to exceed \$700,000 for the term of July 1, 2016 through June 30, 2017.

- 6.14 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Extension of Administrative Temporary Assignment, Reorganization, Temporary Reassignment of Full-time Faculty, Resignation/Retirement/Conclusion of Employment.
- 6.15 **SOCCCD: Classified Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce Classified Position, Reorganization, Reclassification, Authorization to Increase Hours and/or Months Per Year on a Classified Position, Temporary Increase in Hours, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.16 **SOCCCD: 2016-2017 Full-Time Faculty Hiring Amendments - Irvine Valley College and Saddleback College**  
Approve addition of full-time faculty positions to the 2016-2017 full-time faculty hiring lists for IVC and SC.
- 6.17 **SOCCCD: Adopt Resolution No. 16-18 Classified Employee/Position Layoff**  
Adopt a resolution to approve the reduction/discontinuance of classified service positions.

## **7.0 REPORTS**

- 7.1 **SOCCCD: List of Board Requested Reports**  
Status of board requested reports from the South Orange County Community College District Board of Trustees.
- 7.2 **Saddleback College and Irvine Valley College: Annual Accreditation Reports**  
Annual accreditation reports for the Accrediting Commission for Community and Junior Colleges.
- 7.3 **Saddleback College and Irvine Valley College: Speakers**  
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.4 **SOCCCD: Basic Aid Report**  
Report on projected receipts and approved projects.
- 7.5 **SOCCCD: Monthly Financial Status Report**  
The reports display the adopted budget, revised budget and transactions through May 31, 2016.
- 7.6 **SOCCCD: OPEB Trust Report**



Report for periods ending April 30, 2016, and May 31, 2016.

7.7 **SOCCCD: Facilities Plan Status Report**  
Status of current construction projects.

8.0 **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

9.0 **ADDITIONAL ITEMS**

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

**TO:** Board of Trustees

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

**RE:** SOCCCD: HR/Financial Software System (Workday) Project Update

**ACTION:** Information

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## **BACKGROUND**

Enterprise Resource Planning (ERP) software allows organizations to define, organize, standardize and automate business processes in areas such as Human Resources and Finance. The District's previous software in these areas, CHRMS for Human Resources and ESCAPE for finance, were aging and out of audit compliance. In addition, the District was still using hundreds of paper forms for many business processes and these manual processes were onerous and time-consuming. Therefore, in 2010 a district-wide decision was made to transition to a new ERP system.

To improve business processes you must first understand them. In 2011 through 2013, business process analysis (BPA) sessions, ranging in size from 40 to 80 participants per session, were conducted so current business processes could be analyzed, obstacles and potential opportunities could be identified, and new processes could be designed that would enhance customer service, reduce steps, and take advantage of advances in technology. These BPA sessions assisted the district in developing the requirements for the request for proposal (RFP) and related respondent vendor demonstrations and continue to serve as a guide for implementation and evaluation of the new system.

EXHIBIT A has information on the BPA sessions, previous board items related to the BPAs, and the BPA reports themselves. To ensure that all the steps involved in the current and desired processes were captured, the BPA effort included everyone involved in the particular processes being reviewed. Sessions were conducted to identify current and desired processes for hiring process, onboarding, payroll, time keeping, purchasing, student payments and accounts receivable, budget, travel and accounts payable, grants, contracts, financial aid, and many more.

Hundreds of SOCCCD employees participated in this open process. Everyone who touched the process being analyzed was invited to be involved. These included college classified staff, senior administrative assistants, managers, deans, vice presidents, and district services office staff.

The RFP was advertised October 2012, and numerous firms were notified. In December 2012, seven proposals were received and evaluated by the steering committee. Three vendors were selected for weeklong presentations in which every aspect of the functional areas were evaluated by the people who participated in the

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BPA's as well as anyone else who might be interested. Again, hundreds of employees participated in the weeklong open sessions for each vendor.

Three finalists were chosen: Oracle PeopleSoft, Workday, and Ellucian Banner. As part of the RFP process, each vendor was asked to ensure they included an implementation partner vendor and solutions for budget development software that would integrate with their ERP.

Evaluations occurred at the end of each hour-long session and at the end of each day and week during the on-site vendor demonstrations. Question and answer sessions were integrated into each session and at an open session which included all three vendors.

Reference checks were done with current college users of the three potential software vendors. This was widely considered to be the most rigorous, well-thought-out and inclusive RFP process that the District has ever held. People commended District Services on the process and the widespread participation.

Following this rigorous and competitive 18-month process for procurement and evaluation, which involved hundreds of employees from both colleges and District Services, Workday was selected as the primary choice for SOCCCD Enterprise Resource Planning system and evaluated overwhelmingly highest of the respondents based on both functional and technical merit. A recommendation was made to the board of trustees for the Workday, Tidemark, and SciQuest software systems with Cedar Crestone as the Workday implementation partner and Strata Information Group (SIG) to assist the project with project management and training. Various software and professional services agreements were reviewed by the project steering committee, college and district staff including district IT and purchasing, legal counsel, and two consulting groups, Gartner Group and SIG.

On January 28, 2014, the board of trustees approved the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. for \$3,227,361 and implementation partner CedarCrestone, (Sierra Cedar) for \$3,189,501. Pricing for the project was reviewed using a 5-year model. EXHIBIT B provides previous board approved agenda items and exhibits, outlining the process in fuller detail along with the considerations behind the recommendation, project timelines, and the goals of the project.

The project has now gone through various stages of design, planning, and implementation, with some remaining components of the project still in design and implementation phases, such as the benefits and payroll features, employee recruitment component, and contracts management. The district-wide financial and human resource records are in Workday and are fully functioning. The budget management software system, Tidemark, which was board approved on January 26, 2015 (EXHIBIT B) has now been launched, adding additional planned integration features to the Enterprise Resources Planning system. The tentative budget was developed this year with the new Tidemark system and the budget will be folded into

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Workday for the adopted budget. Before, during, and after the “go-live” dates for HCM and Finance, massive training and communications took place for various levels of employee participation based on their job roles and responsibilities. This training and communication process continues, with many presentations, hands-on training, and job aids developed to assist employees with learning the new system.

## **STATUS**

The goal of this written report and oral presentation is to provide an overview of the progress made in regards to the project, as well as provide a current status of the Workday project and related software projects, including historical communications provided to the board, administration, faculty, and staff along with current and anticipated system capabilities, change management issues, training and communication plans, current challenges and issues, employee concerns and plans to address them, and future plans for the project and its integration with additional software systems. As the ERP system continues to develop and be fully rolled out, the plan is to provide a strong, integrated system using well researched technology tools to provide pathways for the business processes identified in our past and on-going business process sessions and to enable more effective, robust and transparent business processes for the district and colleges. See EXHIBIT C for a current status report as well as other previous reports with details of the project.

The District currently has its financial and human resources records actively working in Workday, along with the abilities to pay people, hire people, assign people to out of class assignments, transfer people from one position to another, order things (do purchase requisitions), go on travel and receive travel reimbursements for employees, conduct the month-end closing process, process journal entries, and do budget amendments. For such a complex project with a large set of data and information that needed to be correct and functionally operating properly at the “go live” stage, this is a major accomplishment.

The financial system is functioning well and the employee records are in excellent shape.

### **Human Resources System (HCM)**

The human resources system, known as Human Capital Management or HCM, began production in February 2015 and continues to add additional elements and process improvements. HCM includes absence management, benefits, compensation, staffing life cycle management, and talent and performance management. These areas are tightly integrated and ensure that accurate and timely compensation information flows to the external County of Orange payroll system.

For the first time, all 4000+ SOCCCD employees now have the ability to maintain their own personal information through Employee Self Service. In addition, by making the reporting structures integral to all organizations, administrators and managers have

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greater visibility into and can better manage their respective organizations. Legal compliance and adherence to board policies and bargaining unit agreements are now maintained and enforced through the various automated business processes used throughout the District.

Additional capabilities for the HCM system are planned in the future, such as:

- Additional document security
- Part-time faculty job profiles
- Automate step increases
- Academic unit configuration
- Committees configuration
- Implement employee/candidate recruiting software
- Electronic time entry to replace manual timecards
- Former worker and previous system history

### Financial System

The financial system portion of the project, Workday Financials, went “live” on July 1, 2015. Even though the team was working in a compressed timeframe, which ran from fall 2014 to June 2015, the implementation of all the modules was successful. The financial records, accounting functions, expense reports and travel, purchasing, accounts payable, accounts receivable, capital projects, grants, fixed assets and endowments were implemented. Over fifty financial reports were created for users and back-office staff.

Managers can now approve their processes electronically, with the added capacity to approve remotely via Workday’s mobile application. Another feature of the mobile app is the ability to create expense reports by taking a pictures of receipts and submit the expense report using a smartphone or other mobile device.

Budget development is occurring in a companion software, Tidemark, and then loaded into Workday following board approval. Budget transactions throughout the year are managed within Workday.

Some of the challenges for many employees faced during the implementation and after go-live include the transition to the “worktag” framework for accounting instead of the legacy account string framework, new terminology for functions (e.g. spend authorizations in place of requisitions), and general navigation of the system. The biggest challenge for finance super users has been the lack of reports and therefore the need to develop custom reports. Many reports have been developed and provided to end-users. Because the reporting tool is new and requires significant training and experience to be proficient, the District contracted with its implementation partners as well as Workday to provide report writers to assist with this issue.

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### Health Check Evaluation Process:

In the on-going efforts for improvement, the District engaged a vendor, OneSource Virtual, to perform a health check of the Workday implementation. This involved reviewing the system configuration and business process design in comparison to current Workday functionality, conducting a gap analysis, and recommending solutions and best practices to optimize the District use of the system. A report is being developed that will be delivered to the District.

### Training

Employees have been and are currently provided with a variety of training options to assist them with learning the new software environment and processes for HCM and Financials. Training options include in person training per module by employee role type, videos, lists of Frequently-Asked Questions (FAQs), training manuals, frequent training and communications via email and internally through the Workday interface, in person meetings both one-on-one and in groups, and departmental subject-specific assistance. Training sessions have been held continuously from the time the District signed the contract until the present.

During the presentation for the board this evening, Katlin Barnhill, project trainer, will go over various training sessions and the Training and Communication web site that SOCCCD developed for our employees. She will share the various strategies used to ensure employees have the latest information regarding their day to day work as well as upcoming new features and functions being developed.

Numerous training sessions for employees have been conducted and will continue. Training is provided as appropriate to the user needs, either one-on-one time with our trainers and subject matter experts, the Workday help desk hot line during initial implementation, individualized training sessions with administrative assistants, and scheduling one-on-one appointments with Katlin. Alternately, training is offered in live group/college settings such as professional development week presentations, brown bag lunch sessions, open houses, open lab hours for employees to come with their work, Irvine Valley College and Saddleback College Instructional Councils and other college meetings. Lastly, on-line training aids are frequently updated to the Workday Training web site, including FAQs (Frequently-Asked Questions), Tips and Tricks communications, slide presentations, training manuals for each functional area, videos, and job aid sheets with quick information.

The training schedule was and continues to be packed with training sessions for a variety of end-users. See EXHIBIT D for an overview of the training program materials and samples of these training and communication items.

### Other Colleges and Universities Who Use Workday

The new ERP system was recommended via an inclusive district-wide procurement process. The recommendation was made knowing that Workday was fairly new in the

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higher education market. Workday currently has 72 higher education customers with over 70% subscribing to both Human Capital Management, and Financials. Workday higher education customers (EXHIBIT E) include such universities as USC, Claremont University Consortium, University of Texas, Carnegie Mellon, Washington State, Penn State, Brown, Georgetown University, University of Rochester, BYU Hawaii, BYU Idaho, Iowa State, Ohio State University, Bucknell University, Duke, LA Tech, Vassar, Wellesley, Yale, and others. Community colleges who are Workday customers include Grossmont-Cuyamaca CCD, Broward College, Tallahassee Community College, Indian River State College, Santa Rosa Junior College, and others. Also included is the entire Nevada System of Higher Education which totals nine (9) colleges and universities, including five (5) community colleges.

#### ERP Implementations-Best Practices and Our Expectations:

SOCCCD has implemented a variety of phases for this project including: 1) kickoff meetings and presentations, 2) an overall charter, project plan, communication plan, 3) weekly and monthly status reports, 4) initial design and discussions, 5) risk logs, 6) master Workday calendar and schedule, 7) issue log, action item lists that were updated daily, 8) test scenarios, including further design and testing, 9) P1, P2, and P3 data loads, 10) training throughout for implementation teams and departments, as well as end-users. The final stages for each implementation module included end user testing and adjustments, and “go live.” During and after implementation, numerous communications and trainings took place and we continue to have a full training schedule. All phases included college and district staff, as well as consultants, to ensure that a broad perspective of input and recommendations would be considered.

SOCCCD is continuously working on adjustments, and improvements, including Workday Updates which occur twice a year and include many new features and improvements. The District had many new financial and human resources reports developed that can be used by central office staff as well as end-users to do their jobs. Recommendations for new ideas / solutions have been submitted to the project managers with Workday for needed functions and reports, and Workday staff have been responsive to our suggestions, incorporating changes to their product.

This effort is a huge, complex endeavor. Not only is the District moving to a new software solution, replacing hundreds of forms for processes previously done manually on paper, but also making significant improvements to our workflows and processes. Throughout this entire complex process of change, college and district services staff were engaged and provided input, recommendations, and feedback.

#### Next Steps

Workday system processes and workload issues have been discussed at the Trustee Listening Sessions with employees communicating some concerns. Some employees communicated significant changes to their work process and/or that their workload has increased; others indicated they were still learning the system but were feeling

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*  
*Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*  
*David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

insecure with new work processes. Other employees wanted to know how to get questions answered or assistance when needed and still others experienced frustration with understanding or learning the system.

We want to reassure SOCCCD employees that we are listening to them and understand their concerns. Implementation of a complex ERP system involves massive change for employees at all levels, but primarily for initiators of processes. SOCCCD wants to make sure the front line employees, those who initiate many of the processes in Workday, feel fully supported. There has been a lot of change for all involved through the process, which is typical of large scale and complex ERP implementations such as this Workday project and change adjustment issues are expected. A two-year stabilization period is anticipated which means the change may be challenging for employees. While this change may be challenging to some employees, we are committed to ensuring that we listen to and address concerns.

The District will continue to do the training and communications necessary for successful implementation and post implementation. All users are required to get refresher training, both for central departments such as purchasing or accounting, as well as all users in Workday. Friday Workday Sessions have been added at each college, instead of the Brown Bag Lunches, at the recommendation of the Workday Training and Communications Group.

In addition, efforts to reach out to the end-users are being doubled, particularly the senior administrative assistant / administrative assistant employee group. The Workday Training and Communication Workgroup has reconvened and includes representatives from the District and colleges including some senior administrative assistants to ensure there is an active communication loop providing valuable user feedback.

Of primary importance is our commitment to ensure our employees know where to get information from the web site, and for manager support for their employees' attendance at training events and functions. We will also work with specific groups such as senior administrative assistants / administrative assistants who will continue to express their concerns and act as a communication channel back to their representative college employees. Previous meetings with the senior administrative assistants at both colleges have been highly productive and on-going dialogue is welcomed and necessary to obtain end-user perspective and feedback.

As we all settle into Workday, we have been working with and will continue to work with SOCCCD employees to listen to their ideas for resources, requests for assistance, and celebration of successes when solutions are found. There will be a review of workload issues for certain employee types to determine if additional workload has been added due to the changes and make adjustments as necessary to business processes.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services  
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services  
David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*



The One Source Health Check was conducted to identify gaps in our implementation of Workday and to identify issues. A report is forthcoming. Items identified in the report will have recommendations included, and will be reviewed and discussed by the Workday Steering Committee and others.

The implementation of the payroll and benefits portion of Workday was slowed down and it will be phased in for those areas in the future, as we do initial design and a pilot group.

Most importantly, we are committed to continue to listen to our SOCCD employees. Processes will be refined, as needed, to ensure they are as user-friendly and meet the ideal business process. We will ensure regular status reports are provided to the board on the progress made, accomplishments achieved, and issues yet to be resolved. SOCCCD is committed to ensure the Workday project success as we move through implementation of the next phases and employees become more comfortable with the system and workflow changes.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*  
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*David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM: 4.2**  
**DATE: 1/27/14**

**TO:** Board of Trustees

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

**RE:** SOCCCD: Business Process Analysis (BPA) for the HR/Financial Software System Procurement and Implementation Project

**ACTION:** Discussion

---

## **BACKGROUND**

Since May 2012 South Orange County Community College District has been conducting numerous Business Process Analysis (BPA) sessions involving college departments, district services staff, faculty, and other parties focusing on key areas within human resources, finance, and business services that have district-wide impact. The district has engaged the services of Strata Information Group (SIG) to assist the Vice Chancellors of Business Services and Human Resources, at the BPA sessions to accomplish two purposes: 1) to understand current business process and concerns regarding inefficiencies, and; 2) to provide data to be used for the Request For Proposal (RFP), scope definition, and selection criteria for a new Human Resources (HR)/Financial Software System for the district.

The BPA sessions were the first step in this process for a new HR/Financial Software System. The purpose of conducting these sessions prior to going out for an RFP for a new software system was instrumental in having accurate information available regarding current business processes and practices to determine system requirements and priorities.

The district reviewed business processes for the following areas: hiring, budget development, travel, payroll, accounts receivable and invoicing, new employee orientation/onboarding, purchasing/warehousing/receiving, curriculum development, financial aid, capital project planning, board agenda submittal, benefits administration, and contract submittal and approval. Conducting the BPA sessions before the procurement of a new system provides the opportunity to utilize the results of the analysis to support the selection of new technologies, and assures the ideal business practices, criteria, and scope for the new technology can be met with the new selected system. During each session, the current steps within existing processes were discussed, outlined, and documented as well as proposed steps in the ideal business process, with the goal of clarification and simplification of each participant's roles and responsibilities.

The ideal business processes together with the new technology will enable the procedures to be automated, simpler, more user-friendly, efficient, less labor-intensive, more productive, and transparent. The overall goal would be for improved customer service to the colleges and better use of district and college financial and human resources.

Exhibit A summarizes how the BPA information informed the RFP process, while Exhibit B summarizes the findings from the Business Process Analysis sessions. The reports from each session will be available for public and board member review at the board meeting and upon request.

## **STATUS**

Additional business process analysis sessions will be conducted, with the remaining sessions being slated for financial aid payments, grants (pre-award through closeout), and facilities and capital planning follow up. After all of the initial BPA sessions are completed, the more important next step of implementing what was learned from those sessions is to integrate the findings into the Implementation Phase of the HR/Financial Software System Project. This will entail re-forming the groups with the college and district services representatives to work together on utilization of the findings along with the implementation of the new software system.

The BPA sessions have been instrumental in helping the district ensure a successful and adhesive best practice business model. A presentation will be conducted this evening to provide information regarding the business process analysis sessions; process for evaluation, procurement, and recommendations for a new HR/Financial Software System; system components; benefits of the new system; project implementation process; and projected project implementation schedule. Goals for a successful system project implementation will also be discussed.

## HOW THE BPA INFORMATION INFORMED THE RFP PROCESS

Using the detailed findings and reports from the various business process analysis sessions, common themes emerged. Those findings and common themes assisted the district and college staff in determining basic requirements for the new Human Resources/Financial System Software:

- The District desires to strive for best business practices when evaluating new technologies for Human Resources and Business/Finance.
- The new system needs to be a comprehensive and integrated HR/Financial Software System.
- The technology used to support best business practices should be state of the art, cutting edge, intuitive, flexible, user-friendly technology, with real-time access to information and robust reporting capabilities that will meet various user needs.
- The technology needs to have good internal controls and security of data.
- The technology needs to have electronic approval, workflow, and notifications.
- The technology needs to address the functions that are in the current HR and financial systems, as well as functions conducted manually.
- The technology should have self-service and be web based.
- The technology should provide for transparency across the district as well as to be used as a tool for planning.
- The technology needs to have the capacity to interface with existing systems such as SIS, SharePoint, PeopleAdmin, etc.
- The district is large in complexity in a variety of ways, such as number and types of employees, payroll periods, financial accounting requirements, state and federal regulatory requirements, etc. The technology must be able to handle the specific needs of a large community college district in the state of California.

Based on the requirements identified through the Business Process Analysis sessions, the scope of work and criteria for the RFP was developed with the HR/Financial System Software Steering Committee. This process assured that the respondents had a clear understanding of what the district was looking for in new software solutions.

## SUMMARY OF FINDINGS FROM THE BUSINESS PROCESS ANALYSIS SESSIONS

The following issues were identified in the current human resources and financial systems and business processes:

- Lots of systems and not integrated with each other, don't talk with each other
- Old technology (16-25 years old)
- Not all processes on system, lots of things still paper
- Can't access system in real time
- Not transparent
- Inefficiencies
- Not utilizing best business practices and processes
- Disconnect between processes and systems
- Shadow Systems
- Manual approval process
- Entering data in multiple areas
- Priorities are unclear
- Access to information needed to perform duties
- Paper driven forms
- Using workarounds
- No real time data
- Labor intensive
- Lots of handoffs between different areas
- Manual process leaves room for error
- Relational data base, which is not efficient especially for reporting
- Expensive to maintain in house
- Not in the cloud
- Very bureaucratic, lots of forms and signature and complexities, many unnecessary
- Boggled down processes developed over many years
- Unclear processes, complicated and hard to figure out, difficult to understand
- No link between HR, payroll, benefits, financial data
- Very labor intensive, inefficient use of our employees' times and resources
- Inflexible
- Confusing
- Not user-friendly or intuitive
- Checking and re-checking
- Duplicate and triplicate and quadruplicate data entry
- Audits are manual and paper driven
- Need to do lots of manual calculations and own math, which system can't always do for us
- Work flow is confusing
- Have to make duplicate files and spreadsheet to manage various portions of work and because not enough trust in the current processes and systems
- Lots of choke points, places where the process breaks down
- Get rid of shadow systems, no longer need to keep separate logs and tracking and excel spreadsheets
- Lots of opportunity for manual errors, places for things to go wrong due to manual nature of processes
- People not staying in their "own lane", sometimes doing other people's jobs
- Because of bureaucracy, people do end runs because processes are overly complicated, not clear, not known, or just plain lengthy
- Hard to search for data or information
- Not sure where to find data
- Hard to develop reports

- Hard to query and do real time robust reporting, information
- No links to other web pages, etc. to pull info needed to do purchase orders, other tasks, etc.
- Not always readily available 24/7
- Non-value added reconciliation steps
- Lots of signatures, people sometimes don't even know what and why they are approving a form
- Hard for new employees to learn
- Not seamless
- Doesn't serve other funds well, such as construction projects/capital planning, grants, associated student government, and foundations.
- Employee timesheets and payroll is manual, paper time cards, manual adding the hours up, checking, double checking, very time consuming
- Cannot use system on iPhone, iPad, or other modern devices
- Running on past practices
- Multiple layers of approvals
- Lots of inconsistencies in providing information and forms to departments
- Lots of reliance on memory or post it's to remind people to do things
- Not operating as one district/system
- High risk, systems not connected, lacking in solid internal controls in some areas, liability issues, and safeguards hard to ensure
- Paper reports, hard to make changes
- Divisions tracking absences differently
- Confidential information not always is confidential due to manual nature of processes
- No current link between contracts, purchasing, invoicing, and accounts payable, all manual, lots of places for miscommunication and errors, and a very time consuming current process
- Reimbursement process is currently lengthy and time-consuming and paper intensive
- Lots of handwritten and filling out of forms, cards, and information more than once
- Have to try to track things down
- Lots of re-entering of data at beginning of each fiscal year, semester, etc.
- Lots of printing and sending copies to people
- Procedures not followed
- Unclearly marked mail
- Sending of paper checks, cash
- Many methods for handling cash, etc.
- Lack of training, understanding
- Manually cutting and pasting to put in account numbers etc. in Escape
- No single or electronic process to bill agencies or invoicing, no automatic numbering system
- Not efficient to audit, how to generate materials
- Different processes at IVC and SC
- Risk to PR, risk to credibility
- Asking people to work outside areas of expertise
- Credit card numbers being taken over the phone
- Not making deposits daily
- Manual compliance reports
- Manual homemade invoicing happening
- Using excel to manage events
- Hard to track fundraising costs, overhead in current systems
- Frustrating
- Lots of handoffs between different areas, not smooth
- Adjunct faculty process is hard and complicated
- Lots of replication
- Delays

- Gaps
- Lots of loop backs to answer questions and fix things
- Silos
- Need for lots of files and filing cabinets
- Sink or swim, figure it out
- No standard instruction on how to do things
- Lots of work a rounds
- Sometimes incomplete forms
- Budget tracked manually against forms
- Ability to put in wrong or inaccurate object codes, account numbers
- Clunky technology
- Some transactions-must open, save, close, re-open, and save again to complete it
- Processes start electronically, printed to paper, then re-entered electronically to a different system
- Missed deadlines and/or incomplete submissions
- Severe choke points throughout the process where workflow stops if a person is out of the office
- Asking for same data more than once at various points in process
- Irritations with MIS reporting
- System could not keep up with college and district growth over time
- Lost documents
- Escape is out of date for up to a month, adjustments are manual
- No true student A/R module in SIS, therefore, enter and track scholarships manually
- Problem with interfaces between Student financial portion of SIS and Escape
- Tons of churn!
- Paper forms get stuck on desk
- Tracking information between multiple spreadsheets with financial aid offices and accounting
- Walk paper checks across campus-liability and safety issue
- Sometimes don't get checks
- Scholarship/Award ceremony for students is manual process
- Not strategic
- Can't link strategic plan to financial within the financial or budget system
- Onerous processes
- Lack of respect or awareness for deadlines
- Lack of checkpoints in some processes which others have too many
- Orientation too late for benefits selection
- Bifurcation between departments can be confusing
- Ineffective work arounds
- Chase down chancellor's authorization form
- No master list for life insurance
- When something goes wrong hard to figure out the cause
- Must update addresses in many places
- Too granular
- Data in one module will differ from other modules, because of different periods in time, different people touching the systems, results are huge manual monthly reconciliations
- Manually calculating percentages
- Various departments not notified of changes
- Difficult to track employee time especially across two colleges
- Uneven application of guidelines
- Requires wet signatures

**The ideal business processes to be incorporated into new HR/Financial Software System will enable the following:**

- One integrated comprehensive human resources and business/finance system; single authoritative source of data
- Based on tried and true best practices
- Fast, real time transactions and processes
- Control access for security
- District wide procedures
- Allow mass update of groups of records
- Provide online communication and targeting messaging
- Integrate with MySite, SIS, SharePoint, OCDE, etc.
- Electronic/ online approvals/signatures, routing to approvers via email for easy approval process, including online notifications to originator and approver
- Clearly define roles and responsibilities
- Auto-notify reminders
- Reduce steps, streamlined
- Decrease cycle times
- Data entered once into the system and extracted for easy reporting
- Eliminate redundancies
- No paper, eliminate forms!!!!
- Transparency
- Target Reports that can be drilled down
- Target controls and audits
- Online forms
- Eliminate re-work
- Want system to be robust, flexible, intuitive
- Will make roles and responsibilities easy to understand, clear
- Pay electronically for reoccurring payments
- Would like new system to handle grants process
- Shift from Batch thinking to Real Time Thinking
- Can do transactions on iPhone, iPad, modern devices even when traveling
- Electronic time reporting
- Link contracts with invoices and accounts payable
- New processes and system will reduce liabilities, improve internal controls, lessen risks
- All employees, including faculty will have access to the system and will be able to submit for payments and track where things stand in real time
- Would love to make payments to vendors and reimbursements electronically into bank accounts instead of manual paper checks sent in mail, etc.
- Be able to make better board reports or even special reports when needed without requiring lots of programming
- Tie personnel planning to overall strategic plan
- Position control and budget control capability
- Pull down menus and pre-populate fields for authenticated users with information to make easier for end users
- Many functions can be done in parallel rather than one after another
- Flexibility to deal with evolving budget
- Assess approval layers
- Auto reminders
- Web features, hover, help on specific fields
- System does math/calculates fields for you
- System not allow person to move onto next step until they complete/correct errors, better process
- Online orientation for some topics
- Searchable library for information
- Auto ping capability for managers, etc. for important information and approvals
- Simplified and best practices/processes
- Eliminate packets, folders, paper, and walking information between offices



- Free people up for personal connections rather than burden down with paperwork
- Provide on line chat and assistance, context specific help, videos, chat, etc., use voice recognition
- Need good search capability
- Use check boxes
- Utilize single source of data
- Budget requests enter electronically
- Iterative budget development process
- Allow notes and markup online
- Allow for different views into the data
- Some items display only while others can be revised
- Auto notification process when deadlines are approaching
- Flexible chart of accounts, provide for flexibility in sub accounts, restricted and unrestricted, campaigns, funds, events, etc.
- Ability to encumber payroll
- Ensure field lengths are long enough
- Allow users to view budgets
- Single reporting source
- Include historical data in reporting and real time query to answer ad hoc questions
- Allow users to drill down to obtain detailed information, example from summary budget, to department, to accounting, to object, to items, to transactions
- Extract board report ----don't retype or have to proof information manually
- Align planning with budget
- Take advantage of vendor discounts
- Appropriate checks and balances in place
- Clear simple instructions
- Require electronic submission of travel request before trip and expense report after trip
- Replace wet signatures with electronic authentication
- Use imaging systems rather than paper copies for items that need to be uploaded, etc. like contracts, employee hiring documentation, etc.
- Provide for proxy roles when someone is out of office
- If budget approved, don't need to reapprove in future steps
- Put foundation on same system
- Distinguish between notification and approval
- Get better travel deals
- Do things right once
- Enter sick leave, vacation, other absences and approvals on line, even from home
- Employee to be able to see up to date leave balances, earnings history, etc. on line at any time
- Be able to handle all types of payments to employees, regular pay, stipends, part time, etc.
- All info in system tied to employee number
- Handle non-traditional work schedules, OSH, and irregular teaching periods
- Web self-service, web time entry
- Update and notify when employee's schedules change
- Handle banking and comp time
- Automatically adjust OSH when class cancelled
- Easy open enrollment for benefits
- Easy reporting for IRS and other agencies
- Eliminate need to re-enter manually all employees every year
- Handle account number changes or multiple accounts when paying vendor or employee payroll
- Web time entry for recording time
- Pay overtime in same month earned
- Track rate changes and shift differential changes
- System prevents data entry errors
- Automatically calculates step and column increases, calculate retro pay, integrate easily with county, daily update with county system
- Payroll shifts from a data entry role to an auditing and customer service role
- Track various types of faculty assignments
- Robust reporting tool, MIS, IPEDS reporting
- Consistent terminology

- Clear sets of cash handling guidelines and electronic receipts with separation of duties
  - Image checks for deposit
  - Fewer handoffs or no handoffs
  - Single deposit to be able to be credited to various accounts
  - Post faster; handle exception
  - Use EFT
  - Use single merchant id
  - Automatic journal entries from SIS to Finance system then review and validate
  - Automated receipts and third party billing
  - Generate all invoices from central source, auto invoicing capabilities for grants
  - Send invoices electronically
  - On line time and effort reporting
- Integrated document library
  - Payroll calculation tool
  - Image checks and other info and attach to records
  - Improve accuracy
  - Online facilities use rental reservations
  - View total receivables from a single source
  - Implement online gift giving
  - Issue standard receipts for all gifts
  - Donors to see giving history online
  - Designate cash control locations, authorized areas allowed to receive cash
  - Utilize credit card readers at events
  - Imbed help capabilities within the technology

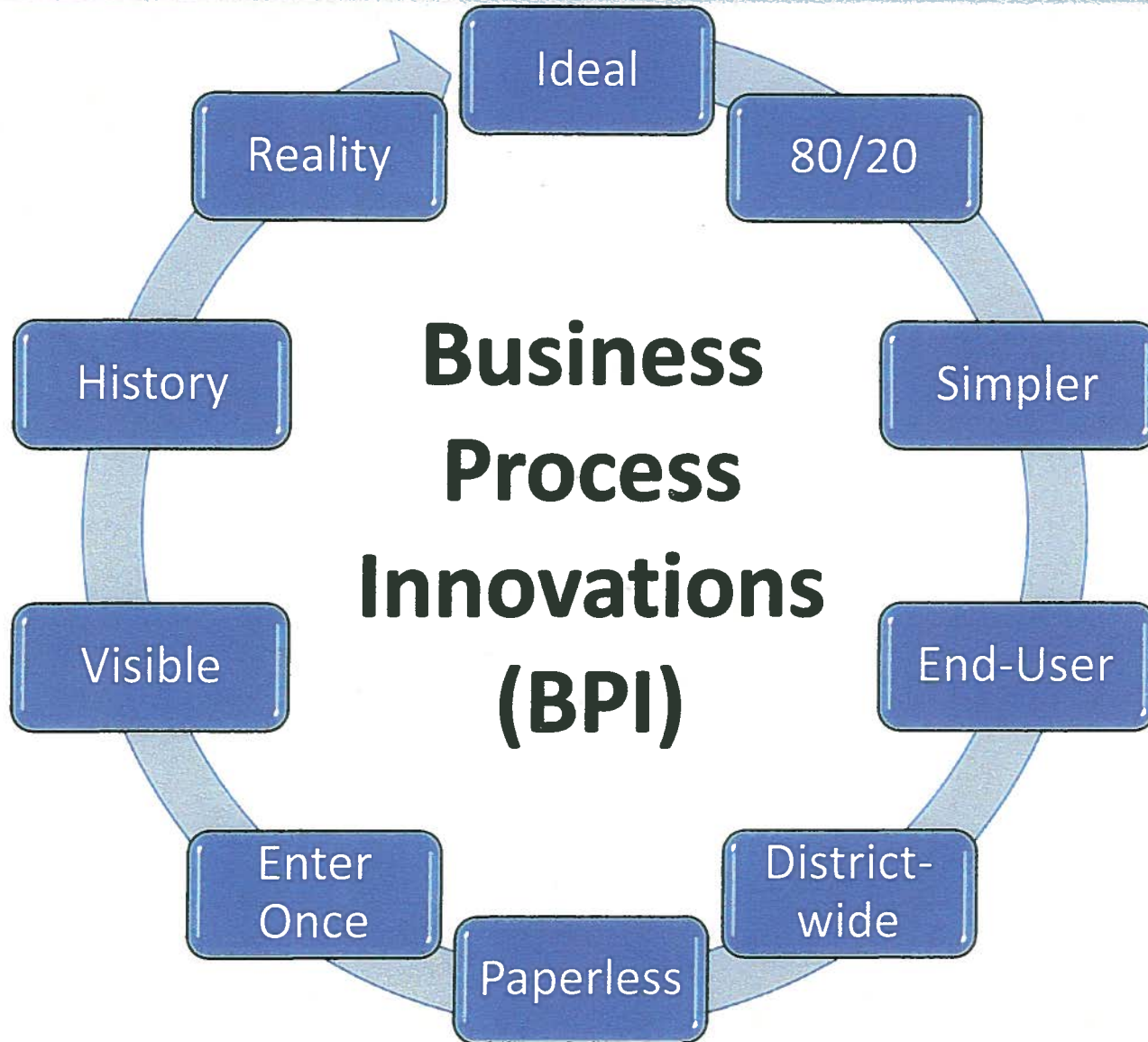
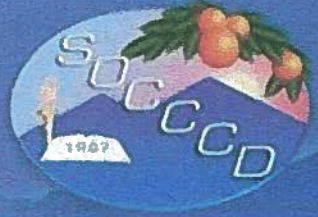
## Business Process Innovation (BPI) Checklist

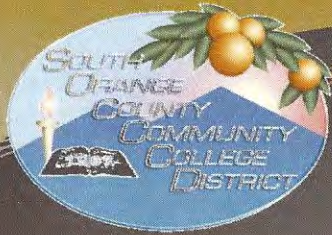
- Are we setting the trajectory toward the *ideal* process?
- Does the new process focus on the end-user (“consumer”)?
- Is the process simpler?
  - Reduced steps and approval layers?
  - Shorter time from start to finish?
  - Clear and easy to follow?
  - Are we using consistent, clear terminology?
- Have we used the 80/20 rule?
- Are we entering data only once? (no shadow systems)
- Is all needed information visible and accessible in Workday?
- Have we eliminated “wet” signatures, printing, paper, forms, and folders?
- Can anyone track status of an item at any point in time and is there a clear audit trail?
- Is the process designed to work District- and College-wide?
- Does the system reflect reality? (no awkward work-arounds)

## Additional Guidelines

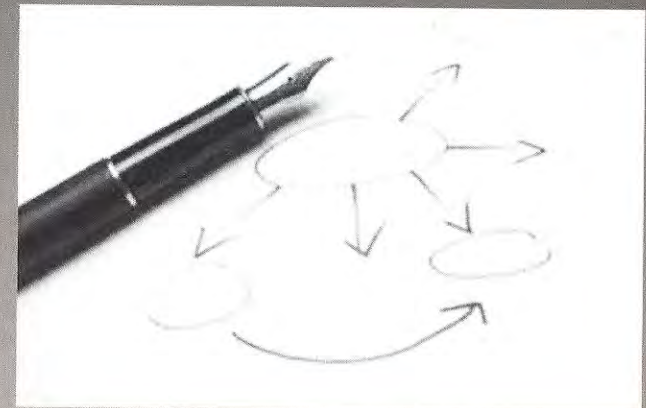
- Did we challenge old assumptions?
- Have we achieved a high level of quality by doing a task right once?
- Are we using best business practices?
- Is appropriate access being provided to those who need it?
- Does everyone know what they have to do and when?
- Are roles and responsibilities of each individual in the new business process clearly defined?
- Have we avoided chokepoints and silos with this new business process?
- Is the system doing the math for us?
- Will the data be available in “real time”?
- Are we ensuring that many business functions can be done simultaneously, rather than one after another, as appropriate?
- Is the business process intuitive, user friendly?
- Is there one integrated document library?
- Are help technologies and clear directions imbedded into the technology or readily available to occasional users?

- Are we ensuring that multiple business functions can be done simultaneously, rather than one after another?
- Is a change needed to an Administrative Regulation or Board Policy?
- Are we doing work where it makes most sense?





# Business Process Analysis Update



Debra L. Fitzsimons and David Bugay  
Irvine Valley College  
October 5, 2012



# What is Business Process Analysis?

- A discipline of identifying business needs and determining solutions to business problems
- Solutions often include a systems/technology component
- May also result in process improvement, organizational change, or strategic planning and policy development

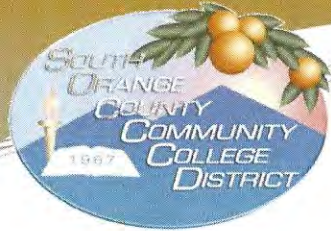






## Why are we doing it?

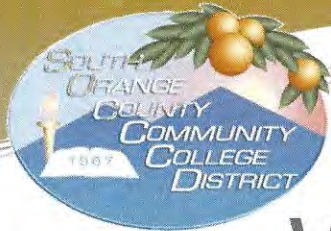
- We had a need to review our business practices for many reasons:
  - Make them more efficient and effective
  - Make them more user-friendly
  - Eliminate unnecessary steps to a process
  - Eliminate duplication of effort and shadow systems
  - Move to electronic processing (from manual processing)
  - Use our staff resources better and smarter



## Why are we doing it?

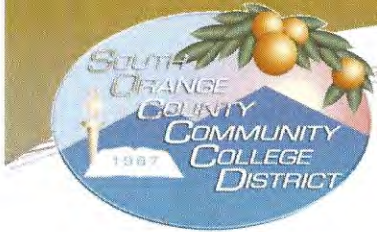
- We had a need to review our business practices for many reasons (continued):
  - We want to model best practices
  - Improve services to the colleges and to faculty, staff, and students
  - Create solutions for issues that we currently know are happening
  - Hopefully reduce operations costs
  - Perform at a higher level





## Why are we doing this now?

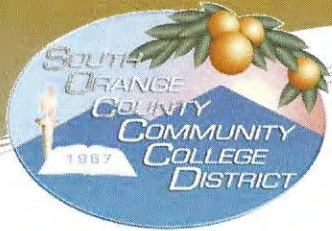
- The ideal time for us to do business process analysis is prior to identifying and procuring a new HR/Financial Software System
- It's important to identify as part of the process:
  - What we currently are doing-need to understand every activity within a process (process mapping)
  - What our ideal practices would be (future state mapping)
  - This helps us determine priorities for a new system (and implement appropriate changes)



# BPA is the first step to procuring a new system

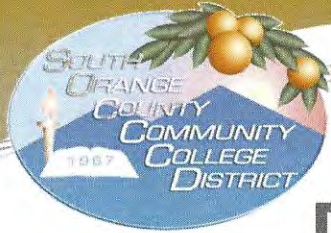
- We want to review our current practices and determine our needs for a new system
- We want to avoid the COSTCO effect
- We want to avoid disappointment in selecting a system then realizing our system selection alone does not fix everything





“If we automate a mess, we have an automated mess.” anonymous





# BPA + technology=results

- If we do BPA before selection of software, and use the BPA to support the technology, we can have *amazing results!*





# BPA + technology=results

- What do we expect to see?

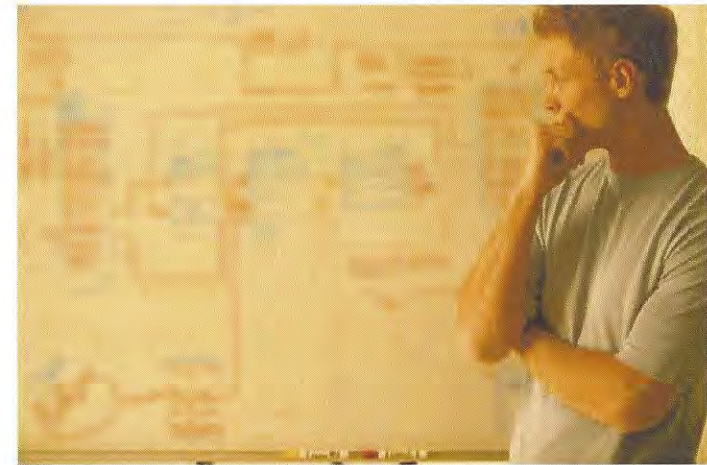
- Change that is of significant magnitude!
- No paper
- Simplify
- Form our processes around the rules not the exceptions
- Let system do our math for us
- Enter data once
- Work flow approvals and electronic signatures





# Things we expect to see:

- Eliminate choke points
- No more need for shadow systems
- Avoid duplication
- No more loop backs
- Lighten our processes
- Make it so folks don't need to do "end runs"
- No more manual errors
- People "staying in their own lane"
- Avoiding need for numerous checking, double checking, rechecking, and proofing







# BPA status

- Business Process Sessions have taken place from May through August
- Included as many people as we could from both colleges and district services
- Areas that we analyzed:
  - Budget Development
  - Travel
  - Hiring
  - Orientation and Onboarding
  - Payroll and Time Attendance
  - Accounts Receivable, Cash Handling, Grants, and Auxilliaries
  - Purchasing and Accounts Payable

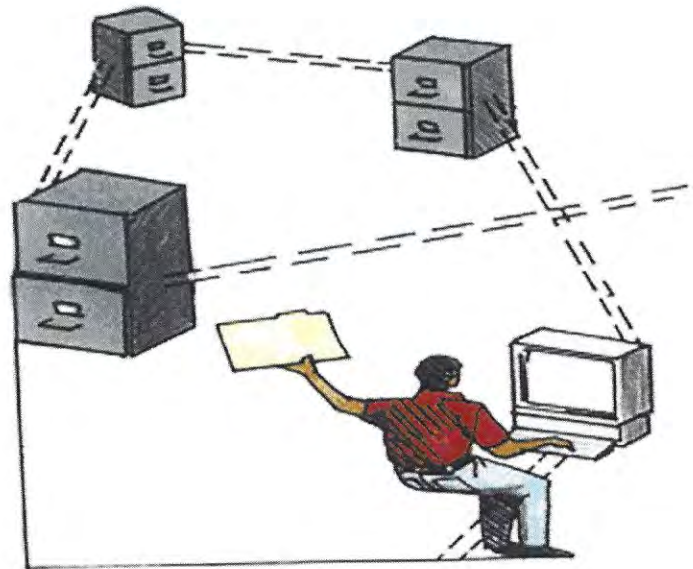




# BPA status

We want to add additional BPA sessions:

- Contracts processing
- Financial Aid Payment processing
- Maybe more?





# So what is next?

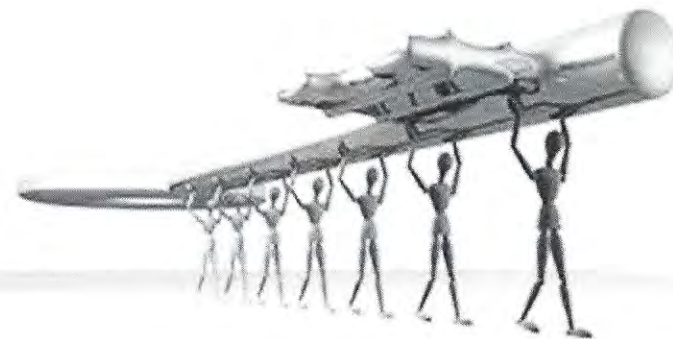
- BPA Report -Available here for you to review and comment
- HR/Financial System RFP Procurement Steering Committee
- HR/Financial System Functional Teams (handouts in back)
  - Team Leaders and Team Members
  - Want LOTS of college participation
  - *If you are all involved in this project, it will be more successful!*

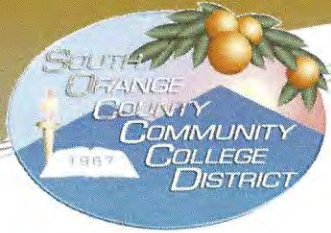




# So what is next?

- HR/Financial System Functional Teams (handouts in back)
  - Teams will work on Demo Scripts
  - Demo Scripts will be make this RFP process stronger-different from traditional RFP Process
  - Scripts are written based on the BPA, in which the vendors will be required to demo the system
  - Teams will participate in Vendor Demonstrations (vendors will show us what the system does)
  - Teams will provide feedback on the recommendation
  - Teams will assist with implementat
  - Teams will provide input to a train





# So what is next?

- Timeline being revised
- Expected to make recommendation for a new system next year; this does not mean we will have the entire new system in place then
- Implementation follows which includes what we learned from the Business Process Analysis
- This project is complex, time intensive, but could be a *Game Changer* as to how we do business at the district
- We want you involved! (sign up sheets)
- This will be your system!
- We want this to be successful for you!





# Questions?



**South Orange  
County  
Community  
College District**

May-August  
2012

**Business Process Analysis:**

*Setting the trajectory for success*

---

With Strata Information Group



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## Workshop Objectives

As part of the ERP procurement process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) requirements for the vendor demonstration scripts, and 2) ideal process maps to be used to set the trajectory for the implementation of the new ERP. The objectives are to develop better processes and to take full advantage of the new technology.

To meet the objectives, a series of Business Process Analysis (BPA) workshops were conducted to examine the various processes related to human resources, payroll, and finance at SOCCCD. The objectives of the workshops included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing processes
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of technology
- Develop requirements for the vendor demonstrations
- Set the trajectory toward the “ideal” process

Participants represented a multitude of faculty, staff, and administrators from Saddleback College, Irvine Valley College, and the District. Kari Blinn, from SIG, facilitated the workshops. Participants were engaged and thoughtful. They articulated the issues with the current processes – and generated many opportunities for improvement. This document contains the contents and outcomes of the groups’ efforts.

## Successful Projects

At the end of each workshop, participants discussed their experiences with successful projects. Some of the keys to successful projects are:

- Executive support
- Clear project plan
  - Measurable deliverables
  - Realistic timeline
- Strong project management
  - Management of scope – focus, focus, focus
  - Adherence to timeline
- Clear business owner/change “champion”
- Alignment of information technology
- Resources – time, tools, and money
- Implementation team made up of representative stakeholders – people who have “skin in the game”
- Over-communication

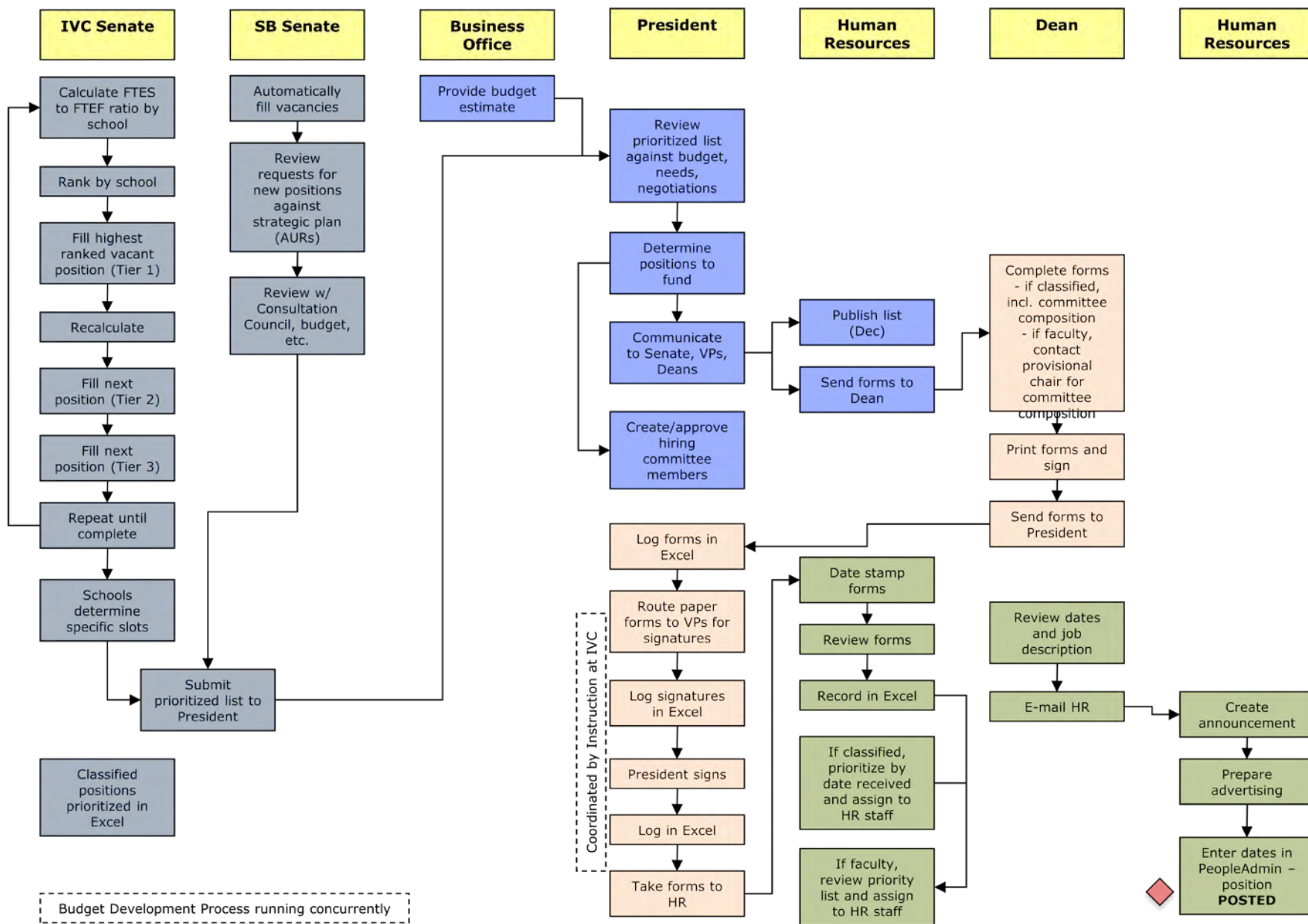
# Hiring Process

## Observations

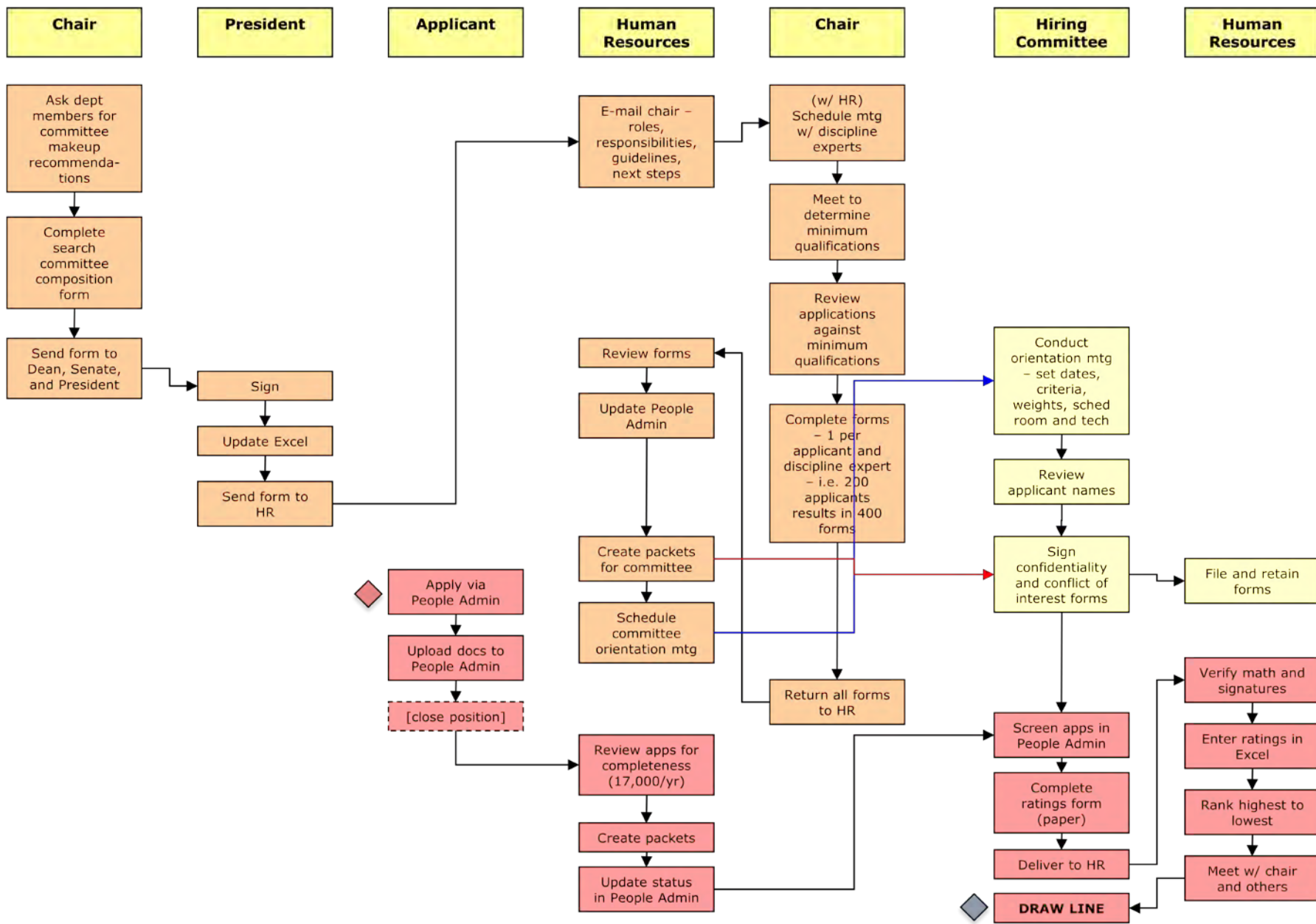
During the workshop, participants identified issues with the current hiring processes. Themes included the following:

- Process is long
  - Long time from recruitment to offer
  - Losing some candidates due to length of process
  - Layered new processes on top of old (paper) processes
- Process is unnecessarily complex
  - Too many steps
  - Too many people
  - Too many handoffs
  - Too many manual steps
  - Confusing
  - Using paper and shadow systems – e.g. Excel
- Hiring process not clearly connected to strategic plan
- Significant level of frustration from participants in the hiring process
  - Staff are bogged down
  - Committees are buried in manual, paper processes
- Not fully utilizing current systems – i.e. PeopleAdmin has features not being fully utilized

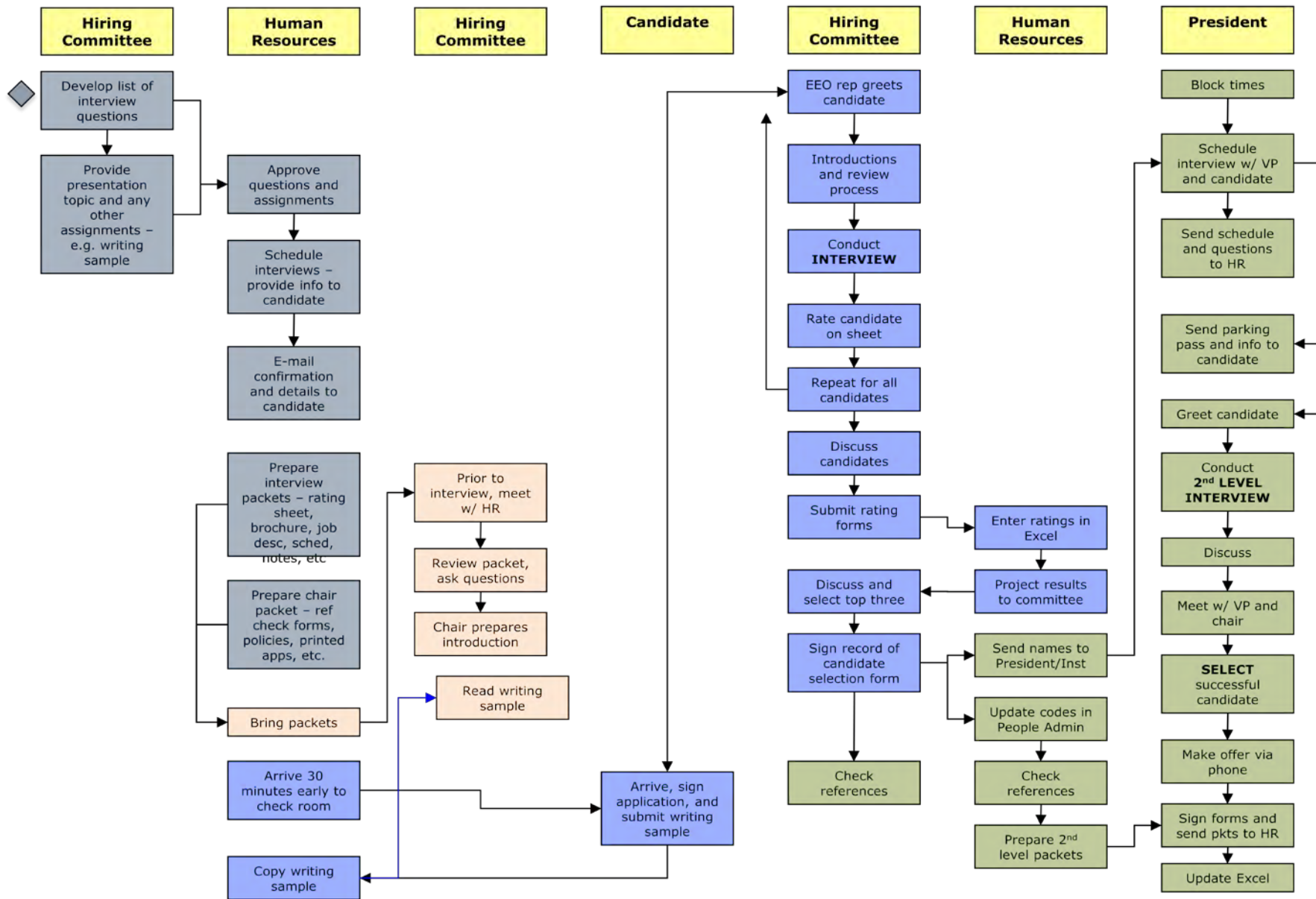
### Current Hiring Process (committee-based) – 1



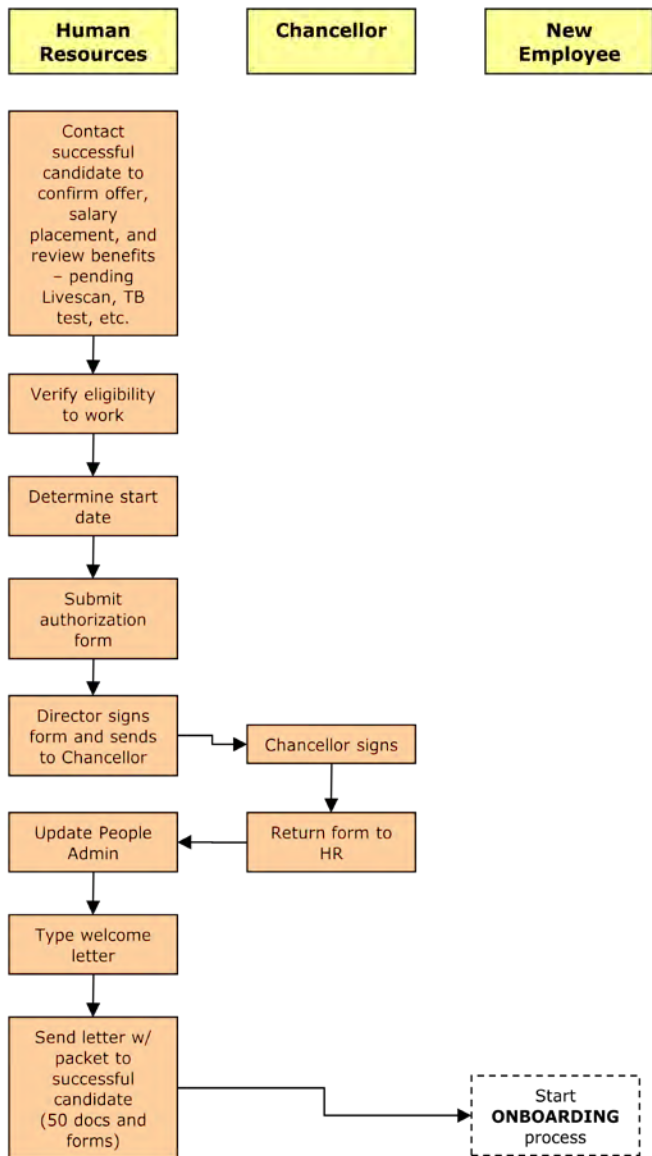
### Current Hiring Process (committee-based) - 2



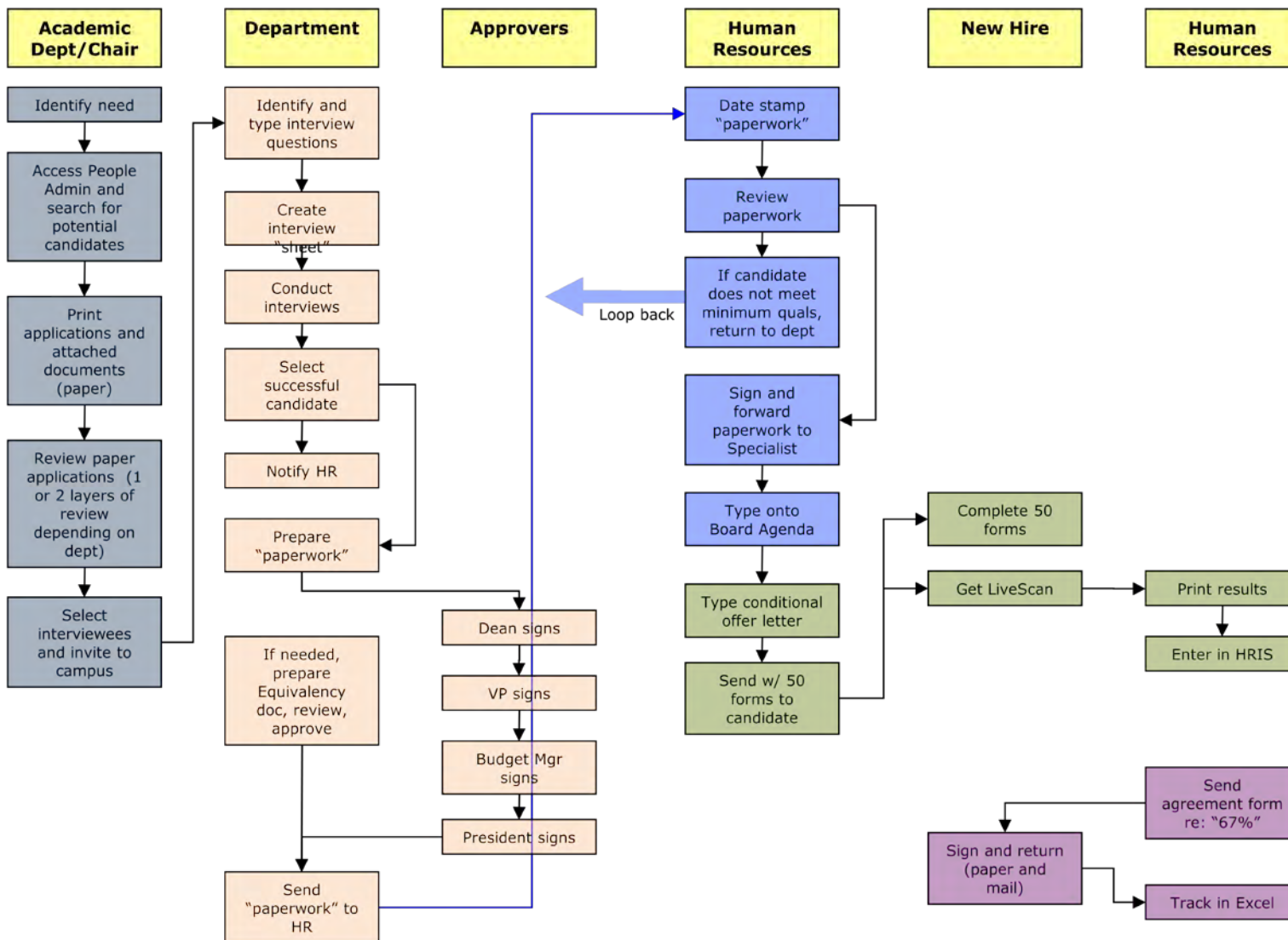
### Current Hiring Process (committee-based) – 3



### Current Hiring Process (committee-based) – 4



### Current Part-Time Faculty Hiring Process

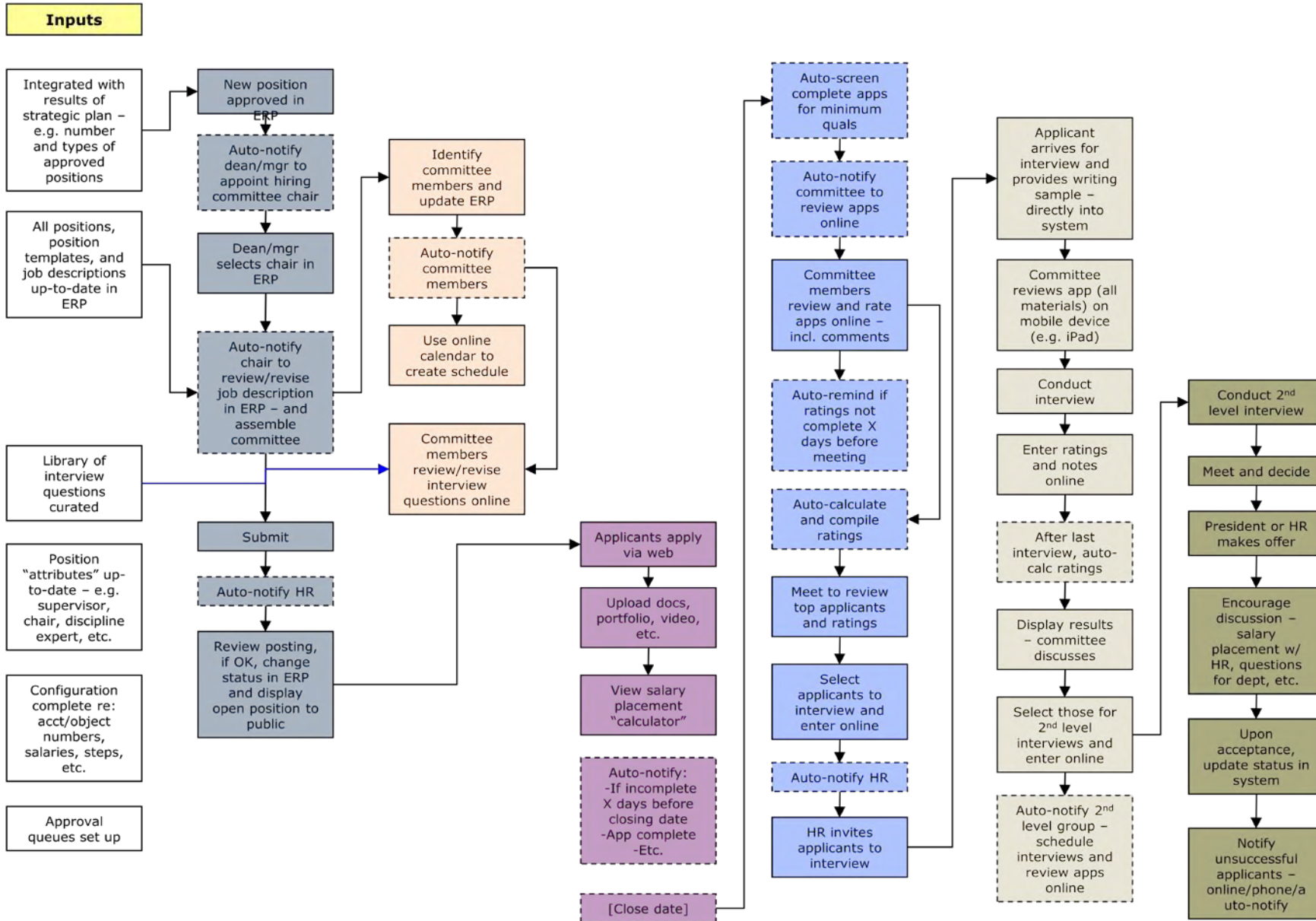




## Objectives for new process

- Attract, select, and retain the best candidates
- Use hiring process to support strategic objectives
- Make better use of everyone's time – faculty, staff, administrators, applicants, discipline experts, committee members, approvers, etc.
- Simplify process
  - Reduce steps
  - Shorten cycle times – e.g. from approval to posting, from close date to interview, from offer to accept
  - Reduce complexity – design around the rule and handle the exception
  - Reduce approval layers
  - Provide clarity and transparency from start to finish
- Improve quality of process
  - Eliminate checking and re-checking
  - “Do it right once”
  - Utilize exception reporting to identify outliers
  - Ensure data is current
- Fully utilize technology
  - Enter data once
  - Provide 24/7, real-time access to all stakeholders
  - Eliminate paper
  - Utilize imaging
  - Automate approval queues and notifications
  - Single sign-on
- Eliminate need for shadow systems
  - ERP to provide needed functionality
- Minimize legal risks
  - Strong, electronic audit trail

### Ideal Hiring Process (committee-based)



## Hiring Process

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Tie personnel planning to overall strategic plan
- Assess success comparing hiring to plan (AURs)
- Clearly note in the system new versus vacant positions
- Enter results of strategic plan – e.g. goal numbers – in the ERP
- Use online approval to replace signatures – meets the legal requirement
- Develop a transparent process – easy to find where something is in the process
- Capture the functionality in the shadow systems and incorporate into vendor demonstration scripts – ensure functionality is included in new ERP
- Rather than entering account and object codes, select from a pull-down menu
- Unify the various hiring processes – use attrition and staffing plan to the Colleges’ and District’s benefit
- Enter data once in ERP – then extract from ERP for reporting
- Eliminate the need for shadow systems
- Enter results of planning and prioritization in ERP
- Route requests electronically for approval online
- Sync output of budget process with prioritization of positions
- Start developing job description earlier in the hiring process – parallel rather than “in line”
- Enter and maintain all job descriptions in ERP – single source of data for job descriptions and all position information
- Develop clear guidelines and support for committee chairs
- Get everyone on the same calendar to make it easier to schedule meetings
- Start hiring process earlier
- Ensure strategic planning, budgeting, and hiring processes are all coordinated and connected with each other
- Ensure flexibility to deal with “evolving” budget
- Integrate positions, strategy, and funding
- Need solid position allocation for full-time faculty by December 1<sup>st</sup>
- Use a “smart” web form to initiate a recruitment
- Deploy online approvals and notifications – workflow
- Fewer approval layers
- When people and positions change, workflow routing changes – relate to position not person
- Take “time and place” out of process – i.e. execute tasks 24/7 from any location
- Ability to work on tasks simultaneously
- Senate, Board, and Chancellor work together to review/revise Board policies
- Enter all reporting relationships and attributes in ERP – e.g. supervisor, department chair, senate president, etc.
- Enter information as soon as it is known into ERP

- Put minimum qualifications in ERP – allow automatic review of objective elements – e.g. masters degree
- In workflow allow for “I’ve got it...need more time”
- Show positions “on hold” with reason in ERP
- Allow for reporting and drill-down on “how I heard” data
- See incomplete applications – change some items from required to recommended – and vice versa
- Consider discontinuing reference letters for some positions – or make them optional
- Communicate regularly with applicant – auto-reminders, “thank you for applying, “your application is complete,” etc.
- Don’t allow submission of application until it is complete
- Web feature – “hover” for help on specific fields
- Differentiate between required and recommended information
- Display “countdown” of characters – e.g. 1200 character answer
- Interview via Skype
- Allow for tests online
- Auto-check composition
- Require some fields
- Use the system to help with completeness of application
- Revisit current configuration of PeopleAdmin – opportunities for improvement
- Provide outline of application – section by section
- Auto-populate some fields based on information on uploaded resume
- View all supporting docs in the same order – e.g. cover letter, then resume, etc.
- Provide online orientation for some topics
- Committee members review names online – submit “no conflict” and confidentiality online
- Provide searchable library of interview questions
- Upgrade PeopleAdmin and take advantage of its features
- Use iPads for committee members – enter ratings online, eliminate paper
- Use workflow to auto-notify media services prior to interview – ensure technology working properly
- Chair arrives early
- Clear guidelines for committee re: interviews
- Consider training more EEO reps so HR doesn’t have to be at every meeting
- When scheduling first-level interviews, auto-ping President’s office to block out time for second-level interviews
- Clarify when department can contact successful candidate in order to provide more information
- Pre-populate fields from data in system
- Enter and maintain all job descriptions in PeopleAdmin
- Deploy job templates in PeopleAdmin rather than starting from scratch every time
- Simplify process in order to better utilize staff and hiring committees
- Provide clear instructions
- Make it easy to provide references – e.g. send link to referee to complete reference via web
- Some universities collect a portfolio for their faculty – utilize portfolio if available
- Utilize Linked-In for a more complete profile
- Eliminate “packets,” folders, paper – and “walking” information between offices

- On shared calendar, pre-fill faculty member's classes
- If position is vacant for X years, close it in ERP – provide cleaner counts for strategy and budget processes
- HR at the table during planning for staffing
- Develop plan for non-bargaining unit hiring
- Free people up for personal connections – rather than doing “paperwork”
- Determine salary placement earlier in the process
- Auto-calculate “likely” salary placement – or provide an easy-to-read matrix
- Free up process to provide more information at “offer” stage – provide training to hiring departments – e.g. no salary discussions
- Provide live chat during online application process
- If using already approved questions, eliminate the question review approval layer
- Allow video conferencing for some interviews – provide option to candidates earlier
- Route approvals electronically rather than via paper (could do this now with PeopleAdmin)
- Auto-notify people in pool after X years – “still interested?” – if not, inactivate
- Allow search by name
- Allow multiple statuses – e.g. “accept” for Dept A, “reject” for Dept B
- Start application process at posting – ensure applications tied to positions
- Provide broader access to PeopleAdmin for more departments
- Purge after X years – archive data
- Auto-notify user if password changes
- Use checkboxes for minimum quals – make it easier to screen applicants
- Auto-notify HR when routed to approvers
- Extract directly from PeopleAdmin or HRIS for Board report – rather than re-typing manually
- Consolidate contract with activity letter
- Put contract “signature” online – eliminate paper
- Notify applicants earlier that they're not being considered – auto-e-mail
- System looks for minimum quals via key words
- Allow PT applicants to update their application via PeopleAdmin
- Use technology and process improvement to shorten process, make information transparent, and make better use of everyone's time

## Hiring Process

### Obstacles

In the same manner, participants identified the following obstacles:

- Disconnect between workforce planning and hiring process
- Questions about various priorities – not clear
- Unclear when it's ok to contact candidates
- Long time between when candidate accepts offer and it becomes "official"
- Candidates pull out because of time lapse, salary issues, and renegotiation with current employer
- Sometimes lose the best candidates because process is long
- Sometimes delayed at Dean's Council (Tier 3 at IVC)
- New positions entered in HRIS system when there are still vacant positions – confusion about position count
- Paper forms throughout the process
- Questions about accuracy and currency of position data
- Shadow systems – e.g. Excel – tracking information outside of PeopleAdmin and HRIS
- Some don't have access to the information they need
- Lack of training in how to access information
- President's office hired person whose job it is to track HR forms – and the resulting phone calls – at least 20% FTE (just to track forms!)
- At least three signatures required on paper forms
- Account numbers aren't always correct
- Processes different at the Colleges for new classified employees
- Late submission of priorities delays hiring process
- Difficult to project budget – sometimes positions pulled back
- When late, process is then rushed
- At SC sometimes it's not clear who the chair is
- "List" is not in system
- No clear process or trigger to start recruitment process
- Lots of forms
- Paper-intensive process
- Unclear who fills out what form and when
- Challenge to coordinate with discipline experts
- Screen process for minimum quals can delay process
- Paper forms trigger the next steps – instead of system
- Not taking full advantage of functionality in PeopleAdmin – e.g. automatic routing for approvals, rating candidates, job descriptions, templates, etc.
- Long timelines for hiring process
- Unclear handoff between approval and start of recruitment
- Delays filling vacant positions – wrong or incomplete paperwork, positions on hold, etc.
- Incomplete applications
- Instructions on PeopleAdmin for applicants not great

- Duplicate information – double work – e.g. equivalency, resume and application questions
- Sometimes committee composition held up by Senate
- Can't save application if required field is blank – results in many incomplete apps
- Takes the applicant a long time to complete application in PeopleAdmin
- Paper = risk
- Retention policy is “forever” – do not need to retain records for so long
- Using shadow systems for interview questions
- Sometimes interview format is too rigid
- Lose candidates because process is so long
- Applicants confused by the process
- Need a plan to deal with successful candidates during the “I’m not sure/need more information” stage
- Supervisor may or may not have sway about whether or not the best person is hired
- Limited storage space – retaining everything
- Long decision making cycles
- No path to re-org within a department until someone leaves
- Pain to get a new position approved
- Non-faculty positions are a “one-off” every time – no clear process – not always tied to strategic plan
- Last minute requests
- Lots of people required to complete process
- Unclear hand-off between Presidents and HR during offer process
- Changes to salary and benefits when moving from PT to FT faculty
- Mixed messages about video conferencing – unclear about when to use it
- Applicants not always notified in a timely manner – can result in a bad impression
- PT faculty search yields too many results
- Shadow system to track “no thank yous” sent to PT applicants
- PT pool is too generic – for both colleges
- Pools are old
- Sometimes PT applicant attached to incorrect discipline
- Paper more likely to get lost
- If someone starts teaching before process is complete it is a potential liability
- E-mail activity letters
- “67% rule” difficult to track

# Budget Development Process

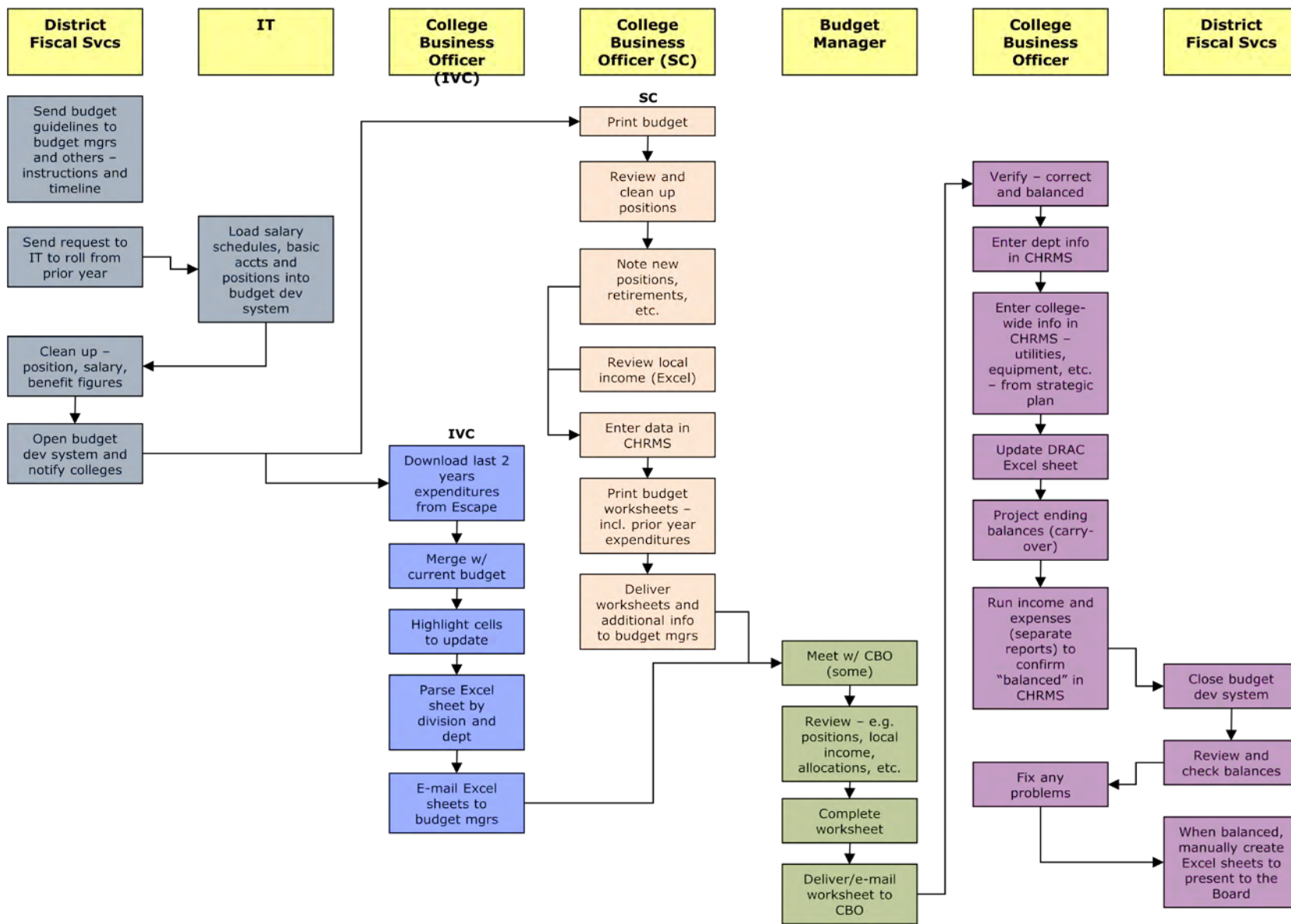


## Observations

During the workshop, participants identified issues with the current budget development process. Themes included the following:

- Process is long
  - Many layers
  - Paper-driven
  - Requires entering the same data multiple times in multiple systems
  - Cumbersome
- Many moving parts
  - Redundant data entry
  - Excel
  - Paper
  - Budget development system separate from strategic planning outputs and separate from purchasing system
- Not transparent – can't track where things are in the process
- No budget available for two months (June and July)

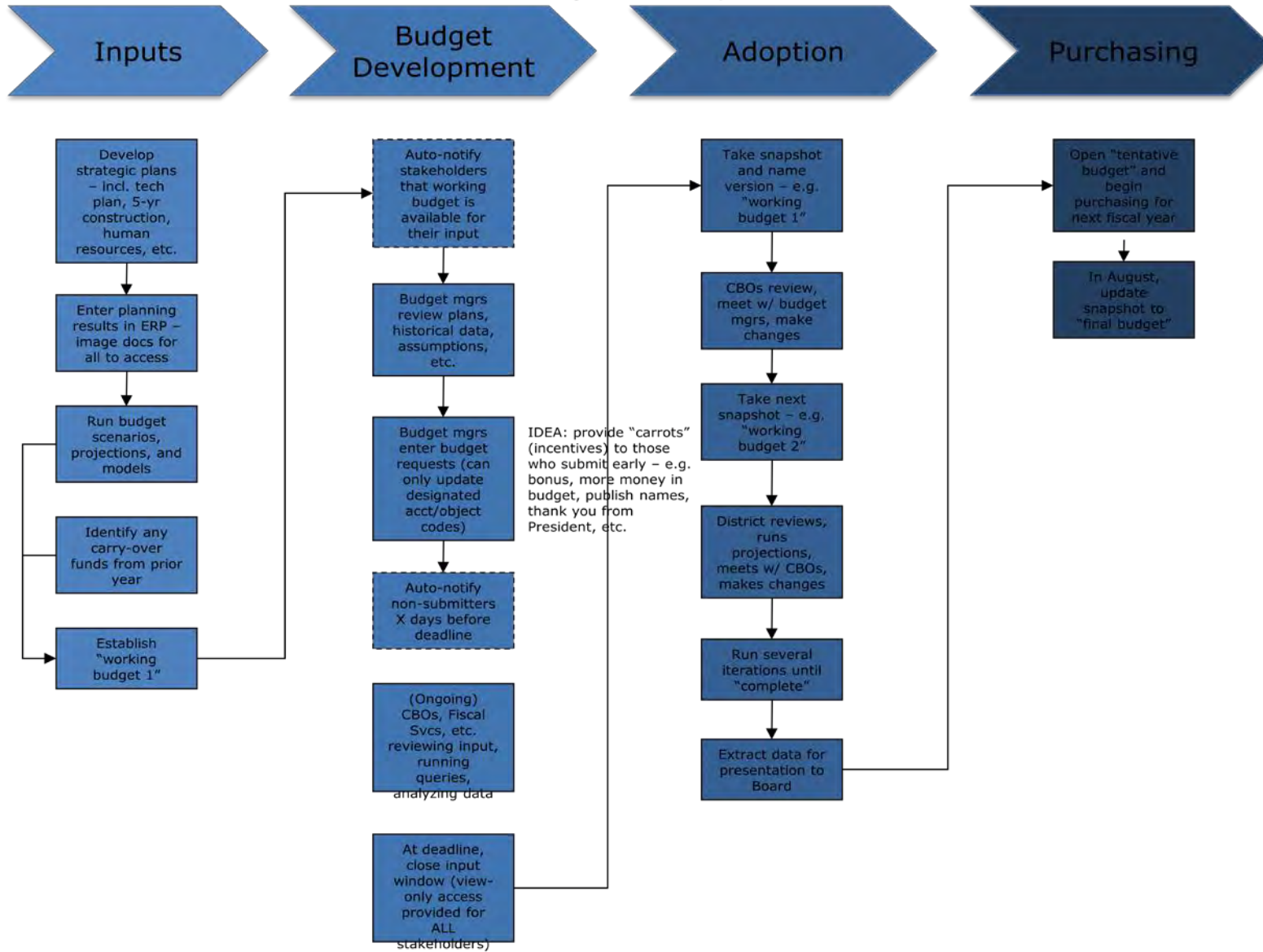
### Current Budget Development Process



### **Objectives for new process**

- Simplify the process
  - Fewer steps
  - Fewer approval layers
  - Design around the rule, then handle the exception
  - Decrease cycle times
  - Auto-route for review
- Single source of data for viewing, reporting, updating, approving
  - Enter data once
  - Eliminate paper
  - Eliminate need for shadow systems
- Utilize robust, flexible reporting tool
  - Allow for scenarios, projections, modeling
  - Ability to “slice and dice” data
  - Take snapshots of points in time – e.g. use for year-to-year comparison
  - Incorporate historical data
- Tightly integrate planning assumptions
- Provide for multiple versions of the budget – e.g. initial, working budget 1, working budget 2, tentative, final
- Flexible budget controls – e.g. auto-check budget availability at a higher level during purchasing process
- Clarify roles and responsibilities
- Make better use of everyone’s time
- Provide access from anywhere, any time

### Ideal Budget Development Process



## Budget Development Process Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Utilize a single source of data (ERP) – eliminate need for shadow systems and paper
- Apply for grants based on strategic plan – identify need then pursue support
- Provide incentives for long-term planning
- Include end dates on every position – close out every year (if not, budget numbers are way off)
- Enter budget at department level, then roll-up and route electronically for approval – no Excel, no paper
- Procure ERP that supports iterative budget development process – e.g. “working” copies, scenarios, etc.
- Eliminate paper and the need for shadow systems
- Auto-notify when “milestones” are hit – e.g. position open
- Allow notes and mark-up online
- Incorporate historical data into process – allow for different views into the data
- Auto-notify budget managers when it’s time to review
- Prevent some items (org codes) from being updated (display only) while allowing others to be revised
- Link budget development to planning documents/information
- Integrate imaging with ERP – view simultaneously, eliminate paper
- Improve communication – e.g. clear next steps “by date X, complete three [bullets]”
- Auto-notify when deadlines approaching – if that person has not completed tasks
- Use tentative budget after June Board meeting – all budgets in the same ERP as purchasing, positions, etc.
- Ensure ERP handles various code lengths – avoid awkward workarounds
- Simplify Chart of Accounts
- Use ERP to provide only correct codes for departments
- Intuitive to use ERP
- Robust, flexible reporting tool
- Ability to encumber payroll
- Show description rather than abbreviation or codes – ensure field lengths are long enough
- Budget managers enter budget requests in ERP
- Allow CBOs to adjust some salary and benefit lines (3000s)
- Put benefit dollars in one “bucket” then pay out of other lines
- Stop calculating benefit amount for each employee
- Allow users to view budget even after input window is closed
- Ensure a single reporting source (ERP)
- Include historical data in reporting
- ERP should have real-time query tool – answer ad hoc questions
- Include iterations of the budget – e.g. revised budget available real-time
- Allow users to drill-down to obtain more detailed information – e.g. from summary budget, to dept, to acct, to object, to items, to transactions
- Extract Board report from ERP – don’t retype

- Start planning process earlier
- Align planning with budget
- Have more college reps at negotiations – or include when developing negotiation parameters
- Set aside “lump sum” for summer projects
- Budget across divisions – e.g. IT and Instruction – budget jointly to include all affected budget “buckets”
- Involve all stakeholders when pursuing grant – e.g. HR, IT, etc.
- Develop electronic budget amendment process
- Send budget amendments to District Fiscal Services or route through CBOs
- Use same process for amendments as for initial budget requests
- Clarify roles and responsibilities – e.g. grant manager, CBO, Fiscal Services
- Eliminate redundancies – e.g. multiple reviews for the same thing
- Enter budget into system prior to Board review as “proposed”, then Board ratifies/approves

## Budget Development Process

### Obstacles

In the same manner, participants identified the following obstacles:

- Straddling multiple systems
- Using shadow systems – Excel
- Don't always have grant information at the right time
- Difficult to integrate “backwards”
- Don't have true position control in HR system
  - Difficult to identify “real” vacancies
  - Loop is not closed for un-filled positions
  - Requires a lot of clean-up in Fiscal Services (1 month)
- Disconnect between Fiscal Services and HR systems and processes
- Shotgun (untargeted communications)
- Many position numbers keep getting rolled over year-to-year – can't do historical tracking and reporting
- Not always notified when a position has been opened
- Budget figures on paper on desks, rather than in secure system
- Paper is easy to lose
- Sometimes directions are not clear about what budget managers are supposed to do with the information they receive
- Operating without a budget in the system for two months (July and August) – too difficult to load tentative budget
- Too much information to “digest”
- Giant e-mails
- Too many sets of dates
- Co-mingling processes – year end with budget development – dates all on same list
- Using workarounds to track TOPS codes – current system can't handle 6 digits
- Complicated rules and process for transfers
- Shadow systems used for – e.g. Perkins (committed but not requisitioned), budget (requisitions in “English”)
- Payroll not encumbered
- Budget and purchasing systems not connected
- Redundant steps – enter in system, then enter in Excel, then print multiple copies, then enter in system, then print, then enter in Excel
- Disconnect between negotiations and budget process
- During June/July, cannot purchase some items – no budget in place for two months
- Working around deadlines
- Summer is great to get projects done, but if can't purchase, can't do the work (e.g. computer labs)
- Lots of people in the process – hard to communicate and participate
- When grant money is awarded late – and with a “spend now” provision (especially if hiring) – it throws a wrench into the process

- Budget is not truly revised



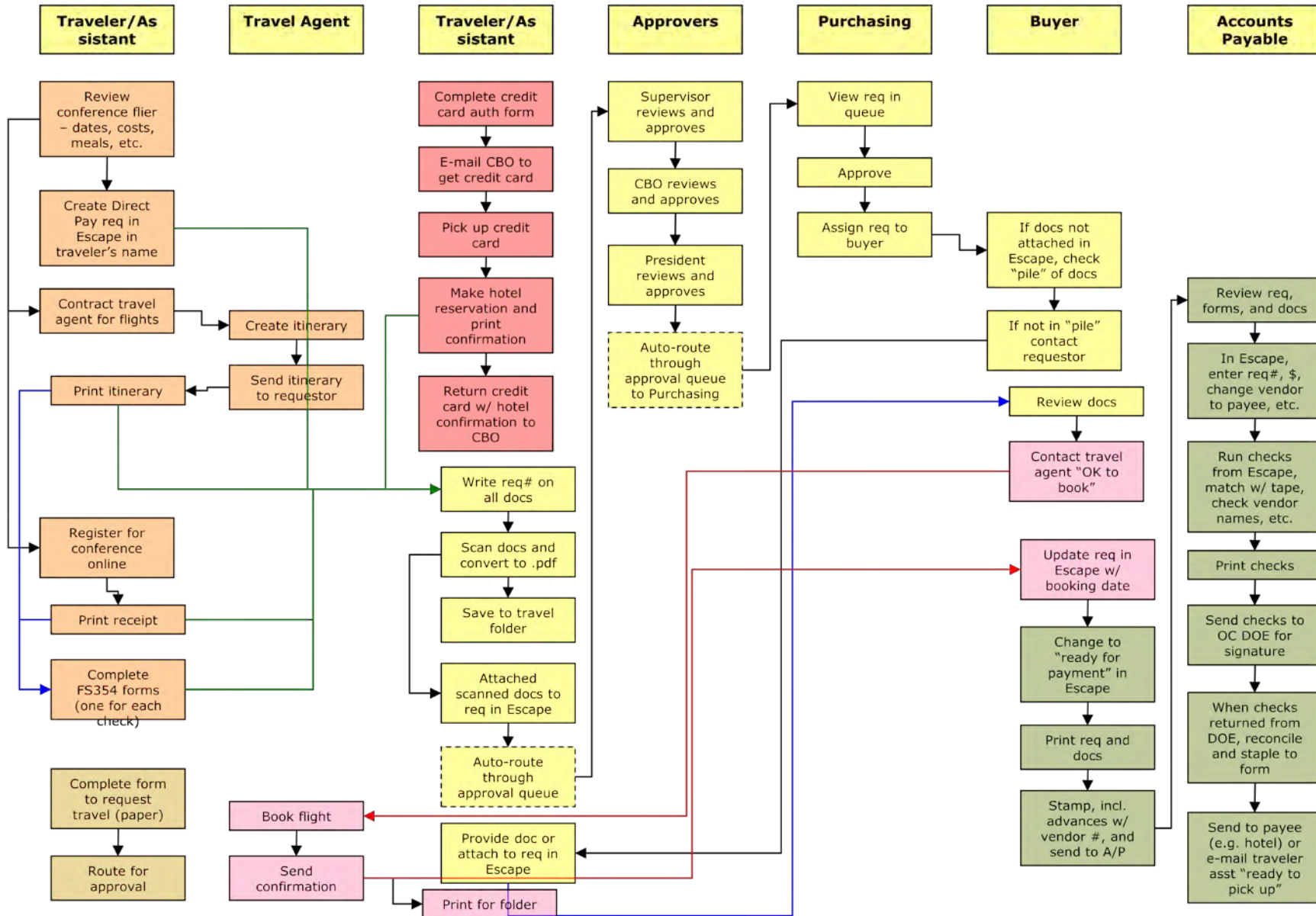
# Travel Process

## Observations

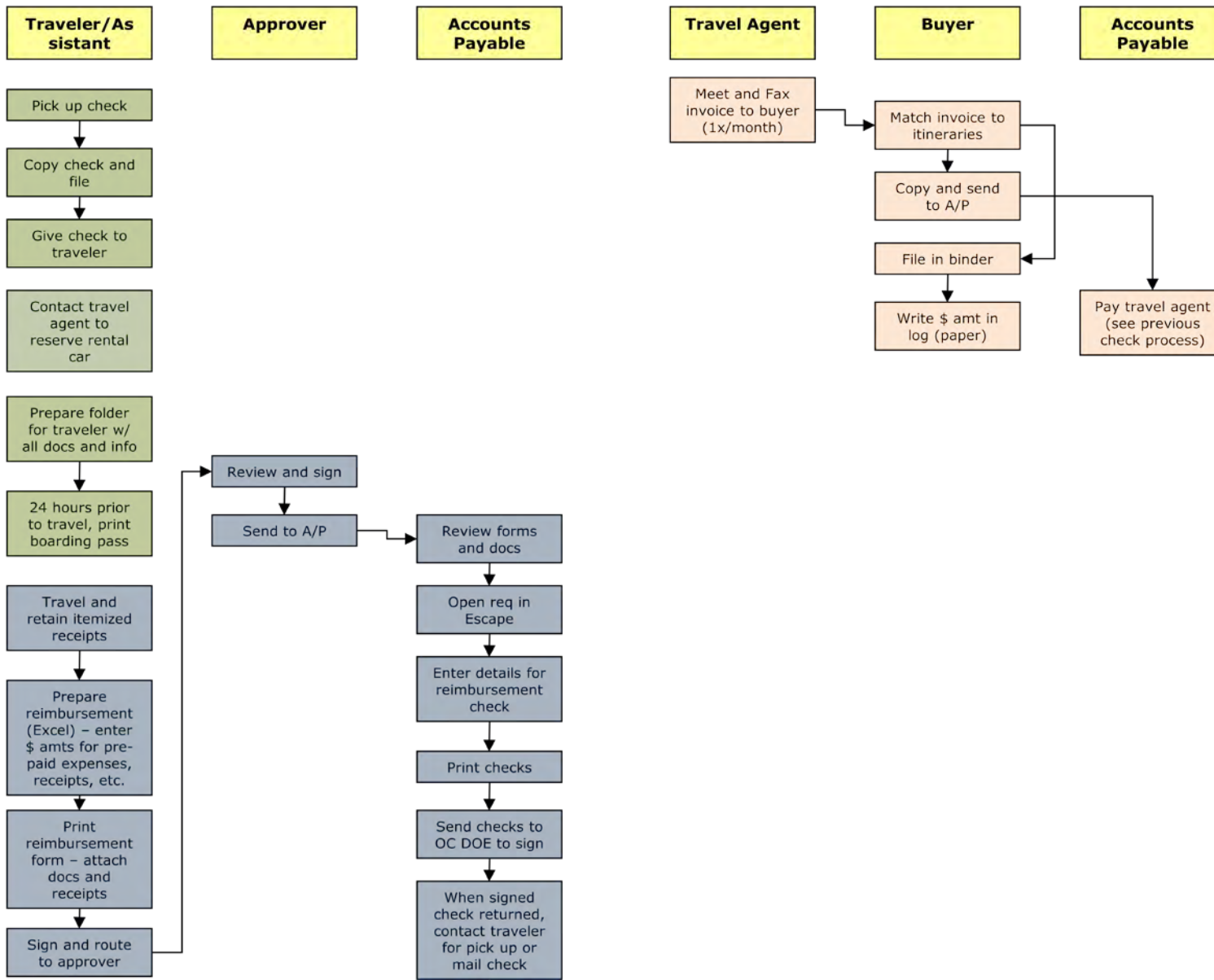
During the workshop, participants identified issues with the current budget development process. Themes included the following:

- Process is long
  - “70 steps too many”
  - Unnecessarily complicated – Rube Goldberg
  - Many approval layers
- Not making the best use of everyone’s time
  - Significant overhead costs
  - “Exhausting”
- Not utilizing technology
  - Travel agent not able to get best deals
  - Paper-driven

### Current Travel Process – 1



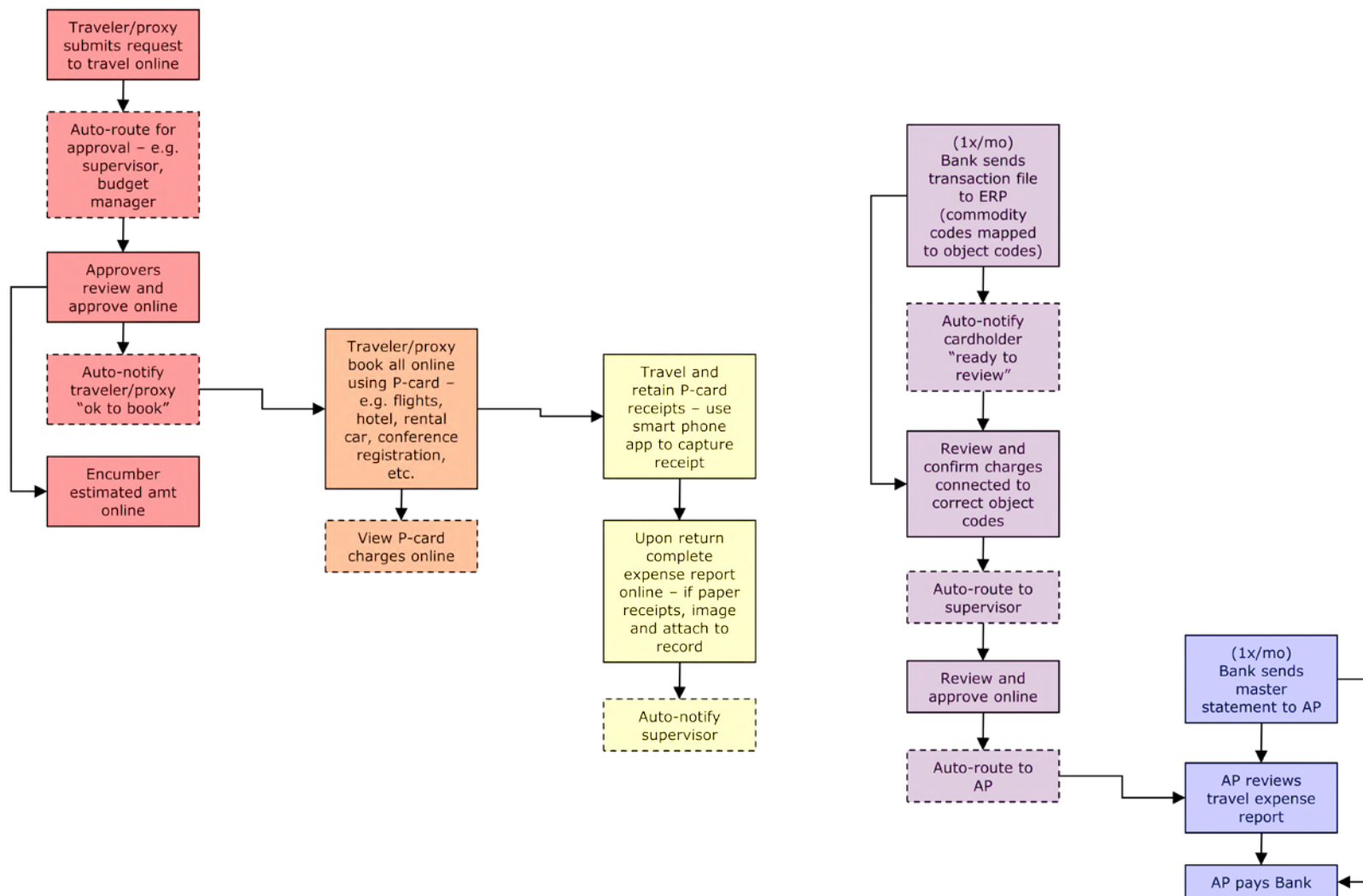
### Current Travel Process – 2



### **Objectives for new process**

- Make better use of everyone's time
  - Eliminate cutting checks – e.g. for hotels
  - Eliminate paper
- Simplify the process
  - Reduce steps
  - Reduce approval layers
- Utilize technology
  - Deploy Purchasing Cards
  - Book own travel via web
  - Enter travel approval and details online
  - File expense report online
  - Auto-notify reminders

### Ideal Travel Process (incl. P-Cards)



## **Travel Process**

### **Opportunities for Improvement**

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Eliminate paper and forms
- Transparency – see where requests and approvals are in the process
- Take advantage of discounts – e.g. CalCard
- Provide named purchasing cards to faculty, administrators, and staff
- Build in controls to purchasing cards – e.g. commodity codes (e.g. toner but not popcorn at Staples), limits, etc.
- Step-by-step roll out
- Rational reconciliation, appropriate checks in place
- System integration between card issuer and SOCCCD ERP
- Clear, simple instructions about the travel process
- Discontinue use of travel agency for routine travel
- Use travel agency when special travel needs – e.g. student group
- Move entire process online
- Pay all travel expenses with District/College purchasing card – much more secure, doesn't ask people to front their own money
- Require electronic submission of travel request prior to trip and expense report after the trip
- Revise procedures with auditors – e.g. replace “wet” signature with electronic authentication, use date in ERP and imaging system rather than paper copies
- Provide a meal allowance
- Travel books own travel – via web and phone – incentivized to save money
- Provide 75% travel advance (for those without purchasing cards)
- Make all reimbursements via direct deposit
- Replace the paper “travel folder” – itineraries, reservations, directions – with mobile phone app – e.g. Triplt
- Provide for proxy role – i.e. president's assistance can book in his/her name
- Reduce the number of approval layers – i.e. required signatures
- Move all approvals to online queue
- Eliminate redundant processes – e.g. paper process layered on top of electronic process
- If budget approved, don't need to reapprove for every travel request
- Encumber travel funds – e.g. for the year
- ERP allows for expenses coming from multiple funds/accounts/objects
- Provide an easier process for student travel
- Put Foundation on same ERP – clear distinction between funds
- If decide to retain travel agent, issue RFP

- Distinguish between notification and approval – e.g. send FYI to President but don't require President's approval
- Pre-approve travel
- Develop travel calendar as part of budget develop process – support strategic plan
- Approve at "request to travel"
- Utilize staff development funds
- Designate a travel "expert"
- Get better travel deals



## Travel Process

### Obstacles

In the same manner, participants identified the following obstacles:

- Unnamed credit cards represent a risk
- That risk has resulted in limited distribution and use
- Current cards are not used for travel
- Must use travel agent to book flights – may not get lowest rate – process very long
- In the three weeks between initial pricing and booking, price typically increases
- Lots of out-of pocket expenses
- Staff don't believe they can use the credit card – laborious to “check out” cards from CBOs
- Process is heavily layered – e.g. charge an expense, then enter a requisition, then log it
- Spend hours tracking travel for one trip
- Lots of back-and-forth in the process
- Using shadow systems to track – e.g. Excel
- Print FS354 forms – one per vendor – write vendor number on each one – paper
- Confusion about how to follow the process
- Process has lots of room for error
- Mailing checks to hotels is arcane, inefficient, and inaccurate – e.g. “28 cents off”
- Problems with some hotels because need a credit card at check in
- Traveler forgets to pay hotel with check and uses credit card – then difficult change and reconciliation process
- Some hotels do not take checks
- Scan credit cards
- Confusion about roles at District and Colleges
- Process not flexible enough to handle travel changes – must start a new requisition or “reopen” it – but most travelers call the airlines directly
- Wrong conference number makes it difficult to track
- Must “remember” to book flight after approvals given
- Buyers acting as “travel coordinators” – e.g. giving travel agent approval to book flights (buyers should be completely outside the process)
- Redundant processes – credits cards and paper and checks
- DOE takes 5 to 10 days to return reimbursement checks – not good service to traveler
- Details – e.g. when to take shuttle, rental car, own car
- Rebooking is difficult – end up losing money
- Changing flights and/or hotel in the middle of trip results in very difficult process afterward
- Late submission of receipts
- Paying from multiple accounts with a single abatement
- One credit card – must “check out” card – only person can use at a time
- Hit maximum on credit card



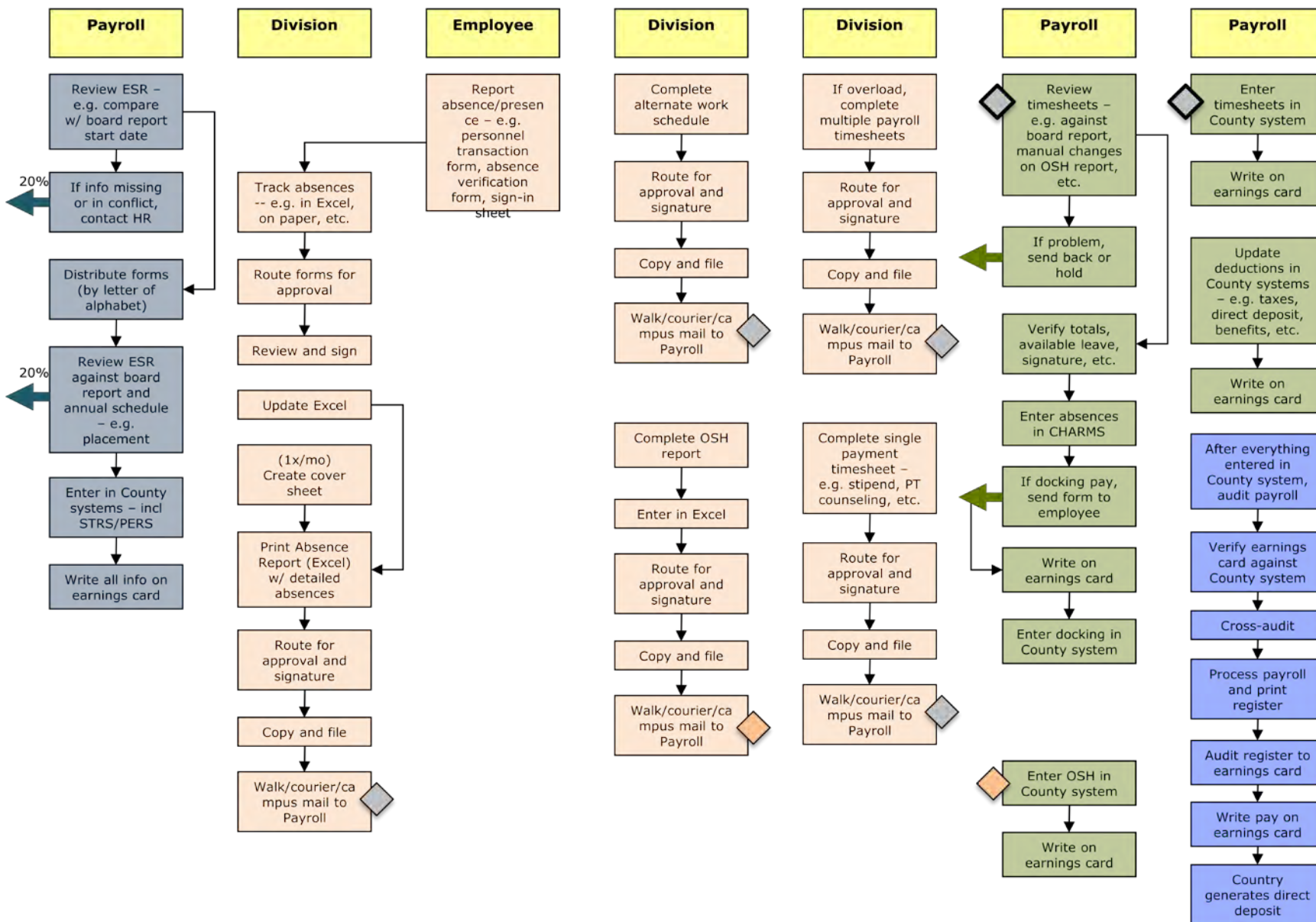
# Payroll Process

## Observations

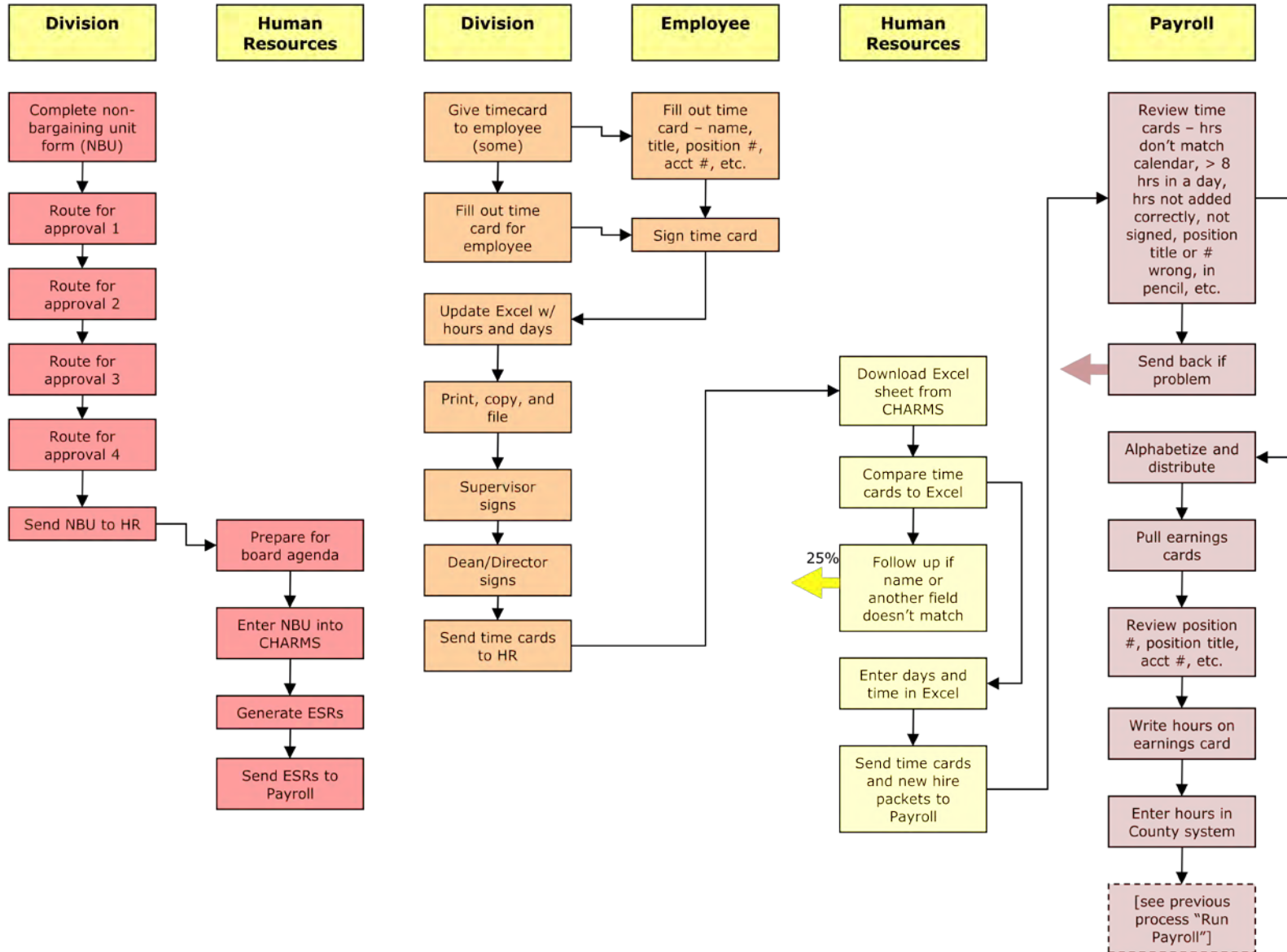
During the workshop, participants identified issues with the current payroll process. Themes included the following:

- Not integrated
- Many “moving parts”
- Lots of back-and-forth – returning to previous steps in the process, missing information, checking and re-checking
- Lots of duplication
- Inordinately time consuming
- Many hands touching paper – error-prone
- Paper is driving process, not system
- Cannot track the process – nothing is entered into a system
- No real-time information provided to employees “inside” or “outside” the process
- Cannot see employees working at multiple locations
- Copying, filing, reconciling – all non-value added steps
- Process does not have a natural flow
- Divisions are doing Payroll work, Payroll is doing HR work, and HR is doing Payroll work
- Layers of unnecessary approval

### Current Payroll Process – “Negative Reporting”



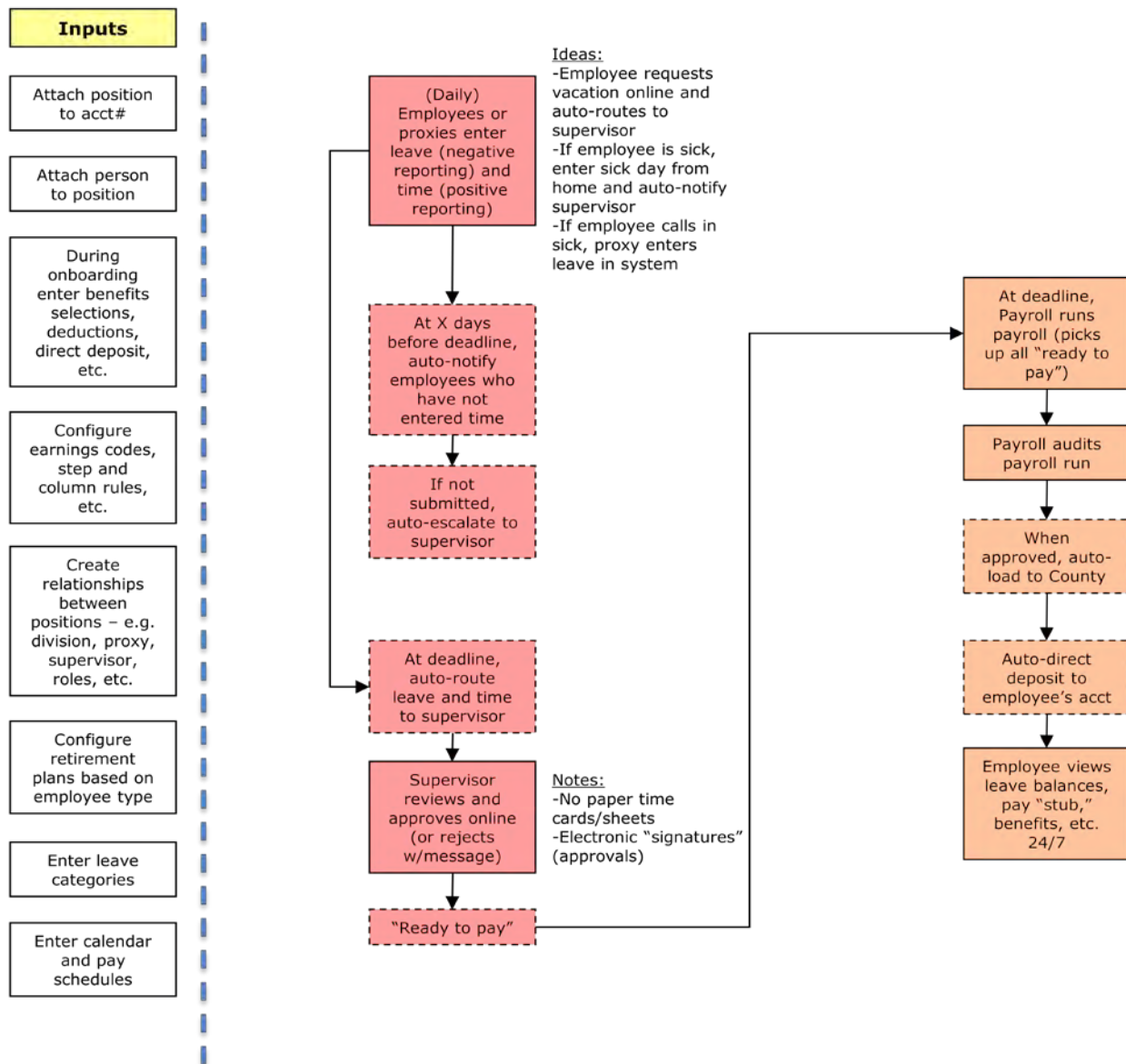
### Current Payroll Process – “Positive Reporting”



### **Objectives for new process**

- Process is visible and easy to understand
  - Available 24/7 – e.g. web-based time and leave entry
  - Flexible reporting tools
- Simplify the process
  - Reduce steps
  - Eliminate approval layers
  - Reduce errors – “do it right once”
  - Reduce loop-backs and rework
- Utilize a single source of data (ERP)
  - Establish one place to go where all information is tracked – real-time
  - Integrated
  - Enter data once – no redundant steps
  - Eliminate the need for shadow systems
- Utilize workflow and imaging to eliminate paper
- Make better use of everyone’s time
  - HR doing HR work, Divisions doing Division work, and Payroll doing Payroll work
  - Eliminate checking and re-checking
  - Target controls and audits

## Ideal Payroll Process





## Payroll Process Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Utilize imaging if documentation required – e.g. note from doctor
- Identify all data that can be tracked electronically
- Enter data once – eliminate need for spreadsheets, paper time sheets, earnings cards, etc.
- Identify clearer “triggers” at each step in the process – system-driven rather than paper-driven
- Enter all data at the beginning of the process – quality principle “do it right once”
- List everything Payroll needs to have in place prior to running payroll
- Extract earnings history easily from the ERP – including notes, workers comp info, etc.
- Revisit “advance” on the 25<sup>th</sup> for the entire month – confusing
- Enter “sick” information online (from home)
- Enter all absences and all approvals online
- Distinguish excused from unexcused absences
- Allow employee to see up-to-date leave balances, earnings history, etc. online
- Revisit 1990 memo
- Update procedures to reflect contract changes
- For full-time faculty, new ERP must handle some hours as “part-time”
- All information in ERP, tied to employee number
- No duplicate records for same employee
- Ensure ERP handles non-traditional work schedules – e.g. 9/80, 4/10, etc.
- Ensure ERP can handle OSH
- Use ERP as single, authoritative source of information – all in one place
- Enter in ERP as soon as Board approves
- Use ERP as the “driver” – i.e. enter data early – rather than the “receptacle” – i.e. enter data at the end
- Check stipends, etc. via web self-service – approved prior to availability for web time entry
- Update and notify when employee’s schedule changes – auto-notify using workflow
- Ensure ERP handles “banking” and comp time
- When a class is cancelled, automatically adjust pay/OSH
- Provide open enrollment online
- Work with providers to provide online access – eliminate paper forms
- Demonstrate multiple insurance options for employees – e.g. rate tables
- Report on leave balances (liabilities) – everything paid out
- Utilize workflow to alert automatically when a non-bargaining unit employee is approaching 195 days
- Roll non-bargaining unit employees every fiscal year – eliminate need to reenter manually every year
- Provide training
- Revisit requirement to indicate persons name when substituting
- Identify “substitute for” position in ERP – rather than name
- Handle account # changes and paying employees from more than one account
- Supervisor provides “authorization to pay” – rather than multiple approval layers

- Record time daily using web time entry
- Pay overtime in same month earned
- Track authorization of overtime and comp time
- Track rate changes and shift changes
- System prevents data entry errors – e.g. entering time on “February 30<sup>th</sup>”
- Put the right controls in the right places
- Automatically calculate step and column increases
- Calculate retroactive pay
- Integrate with County – e.g. after step increases run in ERP, then reflect in County system
- Consider daily update with County – e.g. name changes, address changes, pay changes, assignment changes, etc.
- Payroll shifts from a data entry roll to an auditing role
- Integrate with the class scheduling system (CSIS) in order to track faculty assignments
- Robust reporting tool – e.g. ad hoc queries, different time periods, by employee type, by categories, etc.
- Provide for MIS and IPEDS reporting
- Allow drill-down – e.g. start with salary object code then see individual payment detail
- System should be intuitive and easy-to-use
- Schedule “educational demos” with vendors – show what’s possible
- Consistent terminology
- Ability to change label names in ERP
- Fast, real-time transactions and processes
- Control access for security
- Allow mass update of groups of records
- Utilize imaging in order to eliminate paper
- Provide online communication – targeted messaging – e.g. deadline to enter time
- Provide responses to unemployment benefits requests
- After 5 consecutive semesters, part-time faculty are eligible for benefits – ability to configure ERP to identify these instructors
- Integrate with mySites, CSIS, SharePoint, etc.
- Use workflow to notify – e.g. FYI – rather than stop process for “approval”
- Pre-populate fields for authenticated users – e.g. web time entry
- Extract from ERP to create Board report rather than re-typing and proofing all the information
- Scenario for demo script: Less than 20 hour/week salaried employee (“banks” Fridays) – Monday holiday is prorated (4 hours), but employee was scheduled to work 5 hours – must take one hour from “bank”
- Pool of approved substitutes
- Tie substitute to absence and position
- Eliminate requirement to report excused absence
- Survey senior admins about employees entering data
- Clearly define roles and responsibilities

## Payroll Process

### Obstacles

In the same manner, participants identified the following obstacles:

- Difficult to understand overload rules
- Steps in the process that include “if I remember...”
- Missing ESRs
- Checking and re-checking
- Duplicate, triplicate, and quadruplicate data entry – e.g. Excel, HRIS, County – room for error
- Payroll staff doing HR activities
- Audits are manual and paper driven
- Paper earnings cards represent the authoritative source of payroll history for the District
- Every earnings card updated manually every pay period, every new agreement, every fiscal year
- Running on past practice
- “Sign in” in facilities is not absence tracking – it’s the opposite
- Multiple layers of approvals
- Divisions tracking absences differently
- SSNs are “out there” – e.g. old time cards
- Various methods to send information to Payroll – not consistent
- When absences affect OSH, must “remember it” in order to track
- “67%” not being tracked automatically – current paper system cannot recognize employees working at multiple locations
- Not operating as “one” District
- Every employee completes paper form of their annual schedule every year – even employees with “regular” schedules
- LHE tracking for non-instructional employees is “horrifying” – especially when someone is working at multiple sites and not in system until the end of the semester – could result in a grievance
- Divisions are doing Payroll activities
- Some employees work before position is approved – not oriented, no livescan, not covered by workers comp, etc.
- Instructors paid for a class the did not teach – load vs. overload complicates this
- Loads not set correctly
- Changes made after reports (paper) run – e.g. class cancelled
- District is vulnerable – lacking solid internal controls – systems not connected, paper does not provide visibility and connections
- Employee does not know about time cards
- HR is tracking 600 time cards – every pay period – in Excel – to ensure no one works more than 165 days
- Time cards are blank – must hand write employee ID and account number every pay period – error prone
- No way to track those with greater than 1000 hours and therefore PERS eligible
- Some employees not on campus when time card needs to be submitted – symptom of a paper-driven process

- One person (1 FTE) was hired to “find people”
- Inefficient process steps – e.g. “weekends ok” stamp
- Addressing symptoms but not roots – e.g. 5 signature lines on time card – not OK to leave any blank – but same person can sign 4 lines
- At the beginning of the fiscal year, reset dates, then must reenter all positive reporting employees – with dates and pay rate
- When many ESRs generated, HRIS can only print a sub-set at a time

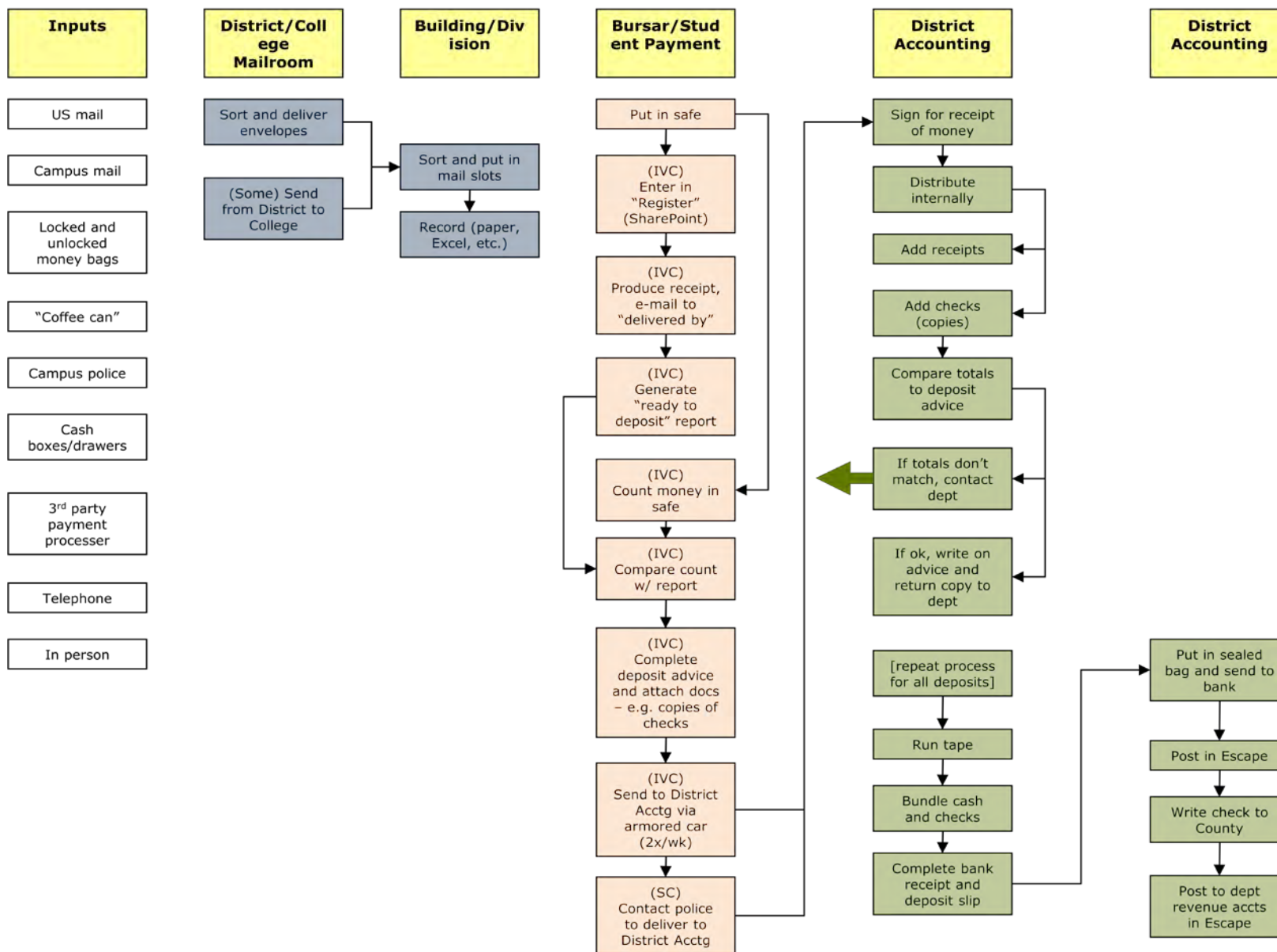
# **Accounts Receivable Processes**

## Observations

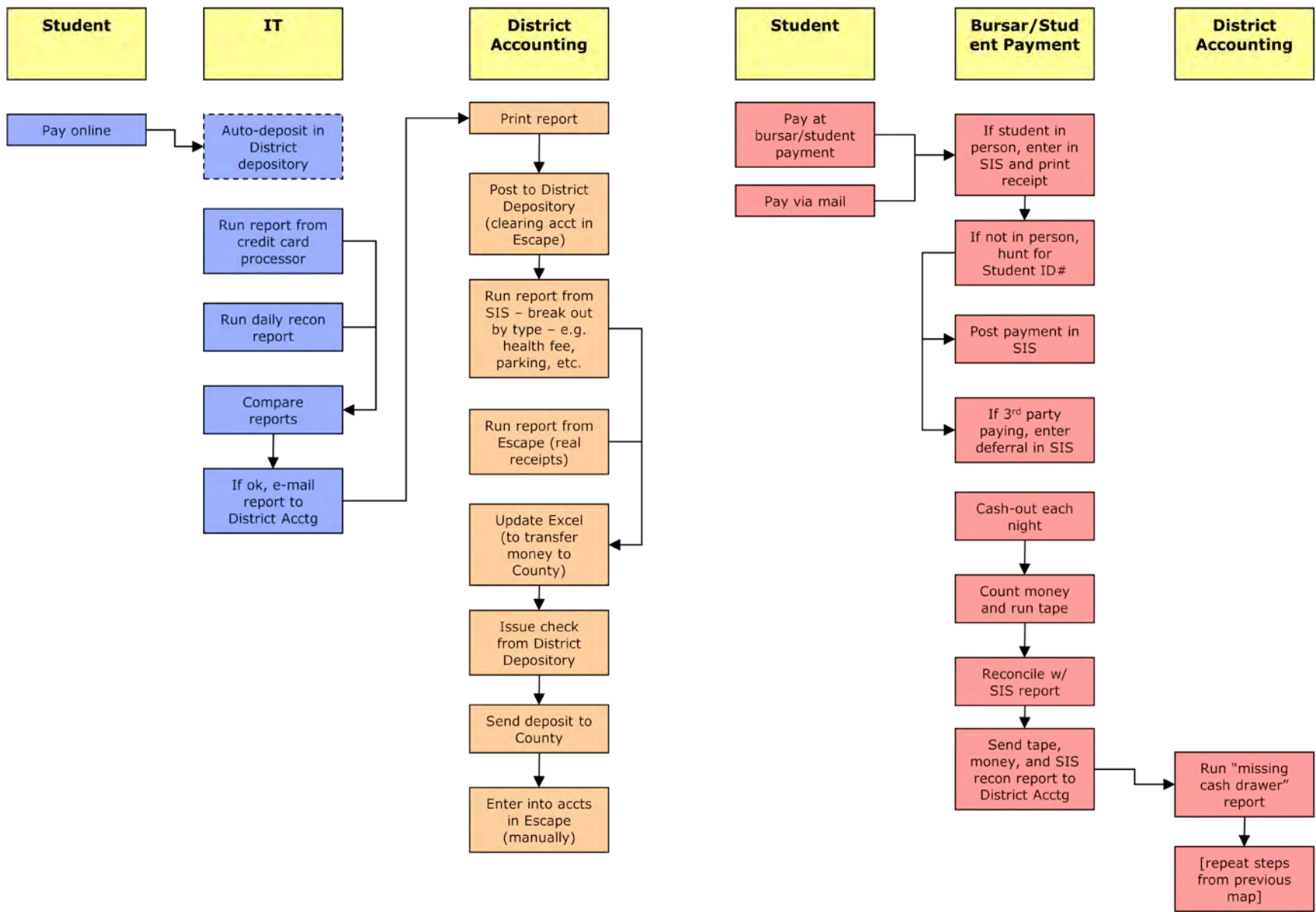
During the workshop, participants identified issues with the current accounts receivable processes. Themes included the following:

- Significant duplication of efforts
  - Potential for error
  - Shadow systems create non-value added reconciliation steps
  - Inefficient, labor-intensive, expensive
- Paper-driven – a lot of copying, routing, and filing
- Lack of clarity around process
  - Lots of hand-offs
  - Transaction takes place long after receipt – e.g. deposit in Escape as the last step of the process
  - Lots of variations
- Inadequate controls – potential for loss by
  - Accident
  - Fraud

### Current Cash Handling Process – Non-Student Accounts Receivable

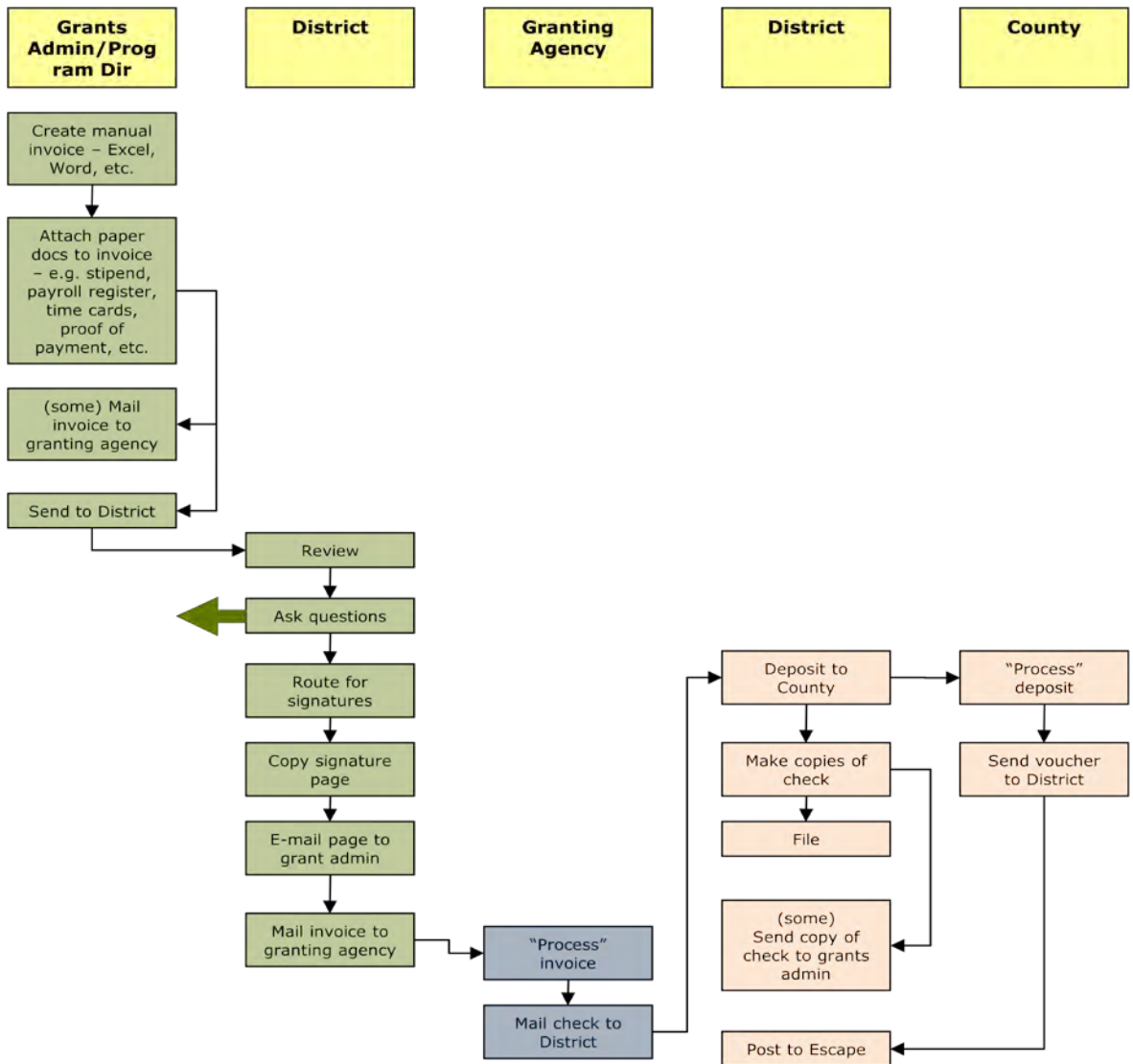


### Current Cash Handling Process – Student Accounts Receivable

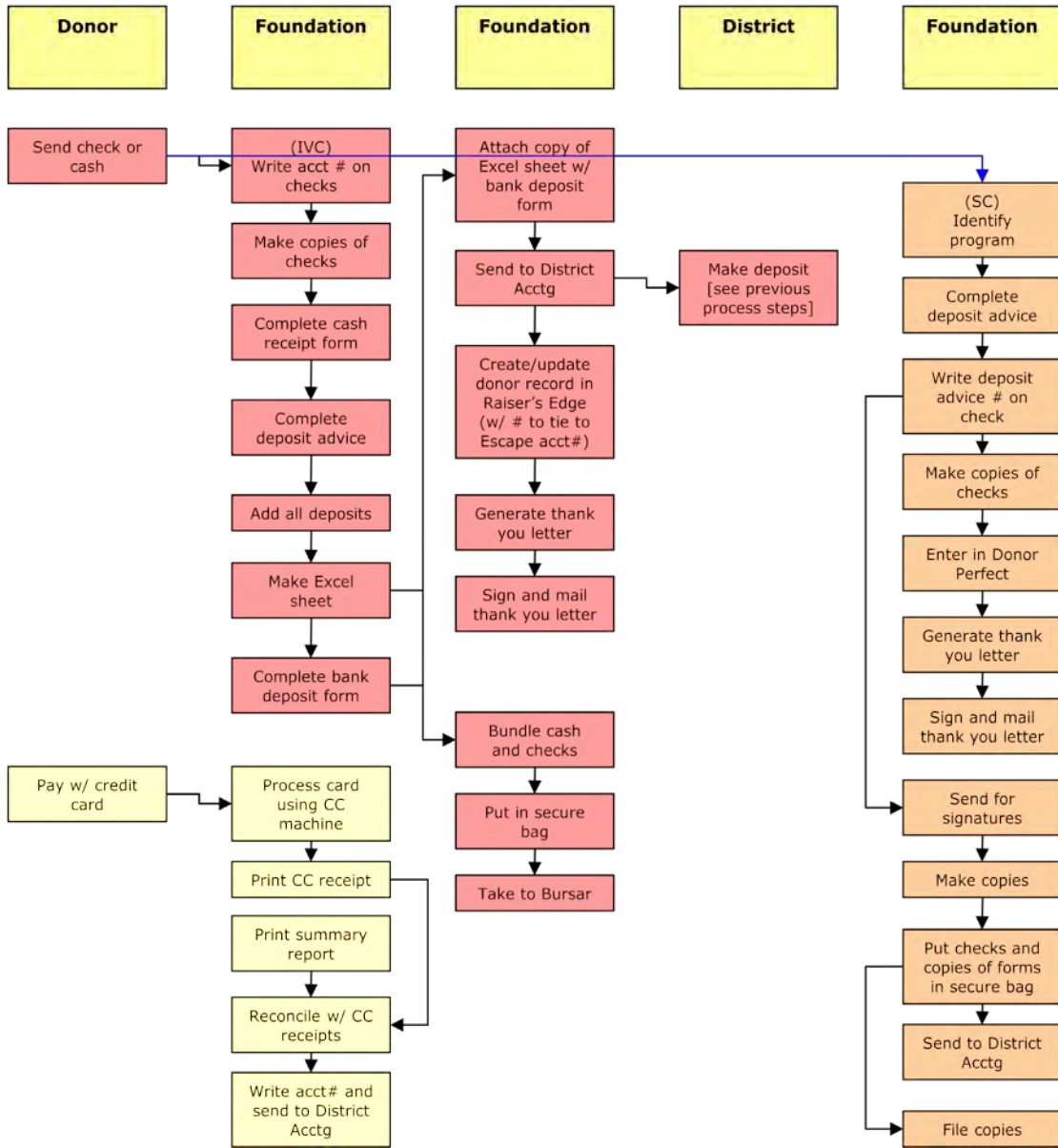




### Current Grants Billing Process



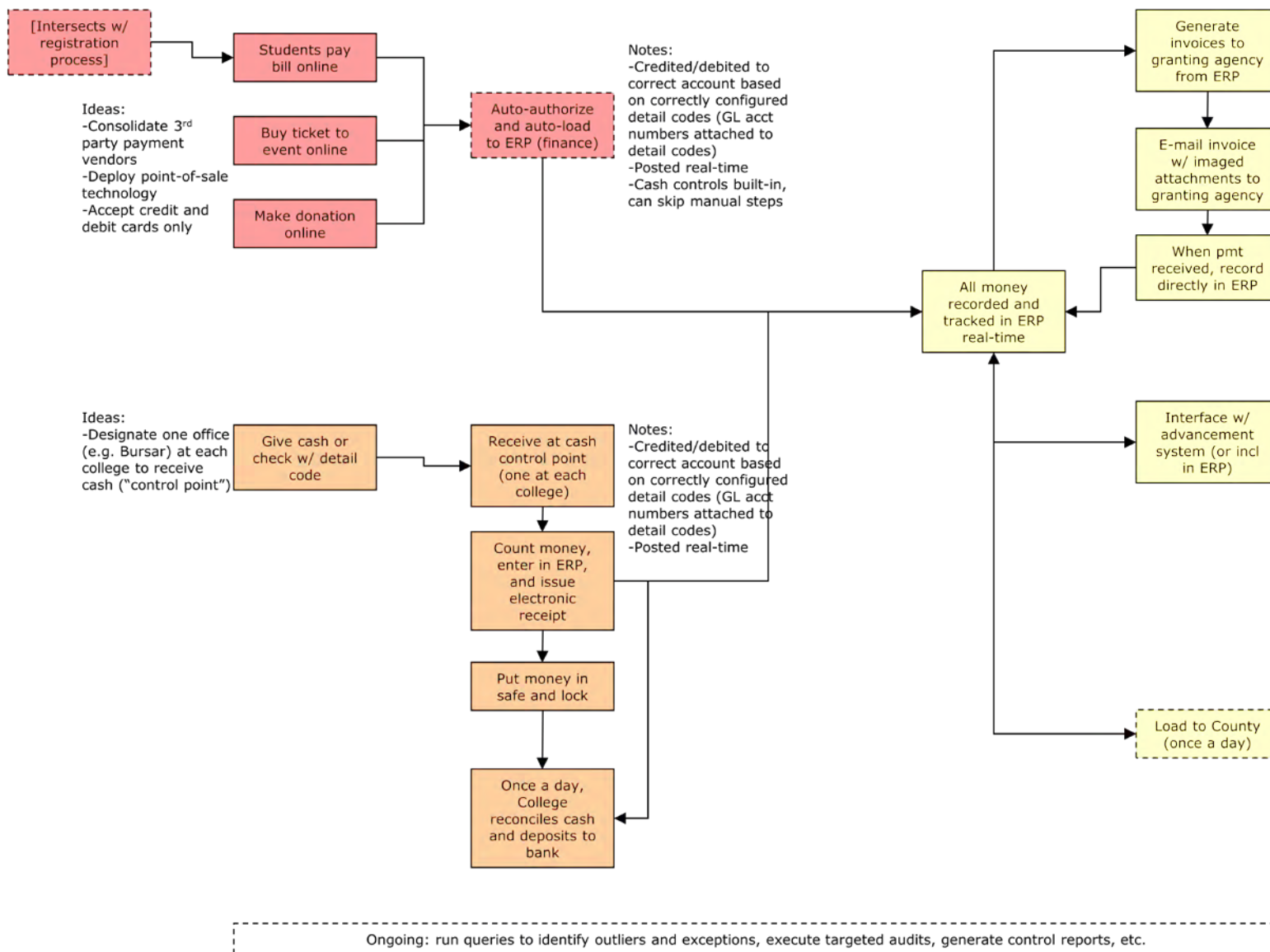
### Current Foundation Process – Gift Processing



### Objectives for new process

- Process is visible and easy to understand
  - Develop District-wide cash handling guidelines
  - Clear training and documentation – simple and intuitive
  - Flexible reporting tools
- Simplify the process
  - Reduce steps
  - Eliminate approval layers
  - Shorter cycle times
  - Reduce errors – “do it right once” – e.g. account number correctly selected when money is received
  - Reduce loop-backs and rework
- Utilize a single source of data (ERP)
  - Establish one place to go where all information is tracked – real-time
  - Integrated
  - Enter data once – no redundant steps
  - Eliminate the need for shadow systems
- Utilize workflow and imaging to eliminate paper
- Make better use of everyone’s time
  - Right people doing the right things
  - Eliminate checking and re-checking
  - Target controls and audits

## Ideal Cash Handling and Other Accounts Receivable Processes



## Accounts Receivable Processes

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

#### *Cash Handling*

- If fee related to a class (e.g. photography supplies), tie the fee code to the class and include on student bill as part of the registration process
- Standardize the ASG fundraising structure
- Develop an “umbrella” process for all cash handling – see Grand Rapids CC as an example: <http://cms.grcc.edu/business-and-financial-services/cash-handling-policy>
- Deposit cash daily
- Train mailroom in cash handling procedures
- Increase the amount of cash received electronically – e.g. via web forms
- Provide a single mailing address for cash – consider pre-printed envelopes
- Every department use the same mailing address for cash received
- Ensure confirmation “I got it” as a control step
- Meet with departments to review new process
- Provide clarity about where and how to deposit cash received
- Develop clear set of cash handling guidelines
- Issue electronic receipts – e.g. print acknowledgement page on the web as receipt
- Ensure clear separation of duties
- Deposit money directly from Colleges to bank – no need to go through District first
- When money received, deposit it daily
- Install cameras in locations where cash is handled
- Image checks for deposit – discontinue copying and filing
- The fewer handoffs the better – from receipt to deposit – e.g. remove District steps
- Track check from point of receipt to deposit
- Reduce number of checks and cash – encourage people to use credit and debit cards on the web
- Eliminate checks and cash – everyone pay online
- Ensure a single deposit can be credited to multiple accounts
- If payment received online, reflect immediately in department’s account – consider a “pending” status
- Post faster and handle the exception, rather than holding up all posting until exceptions are checked – e.g. waiting to see if any checks bounce holds up posting for the entire batch
- Configure web payment forms to direct to correct account
- Use EFT for large grant accounts
- Revisit third party payment vendors – e.g. Community Ed, Foundation – look for opportunities to consolidate OR for ERP to handle
- Discontinue accepting checks for student payment
- Take checks electronically – or use credit or debit cards
- Allow District and Colleges to run reports – free IT from that task

- Use a single merchant ID – rather than separate ones for each college
- Automatic journal entries from SIS to Finance ERP – then review and validate (rather than review first and post manually)
- If payment received via mail, issue receipt
- Automate 3<sup>rd</sup> party billing
- Pre-authorize for 3<sup>rd</sup> party billing
- Generate all invoices from ERP
- Automatically invoice for some grants – e.g. monthly, quarterly
- Image supporting documents
- Send invoices and supporting documents electronically
- Online time and effort reporting
- Negotiate terms with granting agency – look for consistency across grants
- Clarify guidelines for which grants can be run through Foundation
- Include an integrated document library with ERP
- Conduct “real” invoicing
- Consider fine-grained access to data – e.g. specific payroll information for some grants
- Provide a payroll calculation tool – or use a standard rate
- Image checks and attach to record in ERP
- Eliminate paper
- Save time
- Improve accuracy
- Coordinate all grants administration
- Conduct BPA workshop for grants – from pre-award through close-out
- Negotiate rates District-wide
- Use standard rates as outlined in Ed Code
- Move facilities rentals under College Business Officers – ensure consistency, transparency, and controls
- Analyze which facilities are in use? Are costs being covered?
- Online rental reservation
- Online invoice/payment
- View total receivables from a single source (ERP)
- Receive monies into correct account
- Use accrual accounting
- Conduct analysis and aging
- Coordinate collections District-wide
- Implement online gift giving
- Move all fundraising under the Foundation
- Issue standard receipt for all gifts
- Encourage more online giving
- Integrate Raiser’s Edge with ERP
- Evaluate ERP functionality for Foundation – would eliminate need for additional software, maintenance, and integration
- Deploy electronic routing, review, and approval

- Deploy a single, authoritative source of data
- Develop District-wide procedures – one result is the elimination of paper
- Track funds, campaigns, appeals, events – relate to donations
- Provide for flexible reporting – e.g. by sub-account, restricted and unrestricted accounts, campaigns, etc.
- Allow donors to see their giving history online
- Develop guidelines for in-kind gifts – e.g. dollar threshold under which gifts not accepted
- Vetting guidelines for in-kind gifts
- Route in-kind gift review and approval electronically
- User Raiser’s Edge for events
- Create a policy to require all fundraising to go through Foundation – ensure Foundation is the “business side” of every fundraising event
- Provide clarification re: trust accounts
- Designate one cash control location on each campus
- Designate specific departments authorized to receive cash
  - Develop guidelines
  - If another department is hosting an event, invite “cash handling” staff person to handle the cash handling part of the event
- Deploy imaging in the departments
- Send “odd balls” to cash control point at campus
- Consider a “no cash” policy (like American Airlines) – credit and debit cards only
- Utilize card readers at events
- Fewer checks – encourage all to go online o pay/donate
- Auto-notify if cash received but not deposited the same day
- Bring all cash to control point every day – receive, record, deposit
- Embed help within the technology
- Utilize fee/detail codes – Accounting sets up the DR and CR GL account numbers in the background to ensure money credited to correct account
- Ask vendors to demonstrate student refunds
- Consider refunding net rather than gross
- Use friendly, clear terminology with new technology
- Intuitive interface – context-specific help, videos, chat, etc.
- Use voice recognition
- Target controls and oversight in the right spots
- Build in a “mock” audit
- Identify one contact person in Athletics
- Develop a clear message about this project – the big “why?” – the “elevator speech”
  - What are the big benefits? For students, faculty and staff
  - What if there were no lines when students were paying?
  - What if money was deposited the same day it was received?
  - Making doing business with the District easier
- Collect baseline data in order to measure improvement – e.g.
  - Time from receiving money to depositing

- Time from receiving money to recording in department account
  - Time from financial aid award to student refund
- Tie savings to ongoing costs
- Utilize workflow for in-kind gift review and approval process



## Accounts Receivable Processes Obstacles

In the same manner, participants identified the following obstacles:

### *Cash Handling*

- No common process for receiving cash
- Procedures not followed
- Employees are vulnerable because of absence of controls
- Lack of controls
- Unclearly marked mail
- Cash in unlocked mail slots, bags, envelopes, etc.
- Unmarked checks
- No log for a signature indicating “cash received”
- Different deposit slips in circulation
- Many methods for handling cash
- No tracking of the cash
- No guidelines documented in one place
- Don’t provide training on cash handling
- Manual process
- No receipts
- Lacking safeguards – e.g. one person counts, another person verifies and signs
- Safe is not always locked
- Process is long
- Staff vulnerable when money is counted at their desks
- Bank is charging for deposits
- Delays in depositing
- Some deposits done only two times a month
- Doesn’t show in revenue account until much later
- Can’t deposit a single check to more than one account
- Separate process for large checks
- Process designed around the exception – waiting to see if checks bounce (very rare)
- Entering the same data in at least two places – County and Escape
- Third parties not audited – e.g. Community Ed
- Current 3<sup>rd</sup> party payment processors do not have functionality for someone else to pay student’s bill – e.g. “Aunt Betty”
- IT is checking cash totals and reconciling (should be done in IT, it’s a business function)
- Manually cut-and-paste to more than 150 accounts in Escape

### *Grants*

- No single process to bill granting agencies
- No electronic invoices – all “handmade” using MS Word
- No invoice template or numbering system
- Cannot answer the question, “What’s the outstanding receivables balance?”
- Not efficient for audit
- Takes hours to generate back-up materials to send with invoices
- Multiple people sending information to District
- Access to payroll information is restricted
- No accounting entry when invoice is sent
- Different processes at IVC and Saddleback
- Risk losing grant fund
- Risk bad PR
- Asking people to work outside their areas of expertise – e.g. asking non-accountants to be accountants
- Risk credibility

#### *Renting Space*

- Variable rental rates
- Lack of controls
- Same person sends invoice and receives payment – vulnerable to fraud, barter, etc.
- Unknown uses of facilities – poses a liability issue

#### *Foundation*

- Taking credit card numbers over the phone represents a security risk
- Colleges using different software for Foundation activities
- Some gift processing happening outside Foundation
- Not depositing daily
- Manual compliance reports
- Manual (“homemade”) invoices from Foundation
- Using Excel to manage events
- Big events produce lots of cash – with few controls
- Hard to show where the money went
- Can’t track fundraising costs – or other overhead

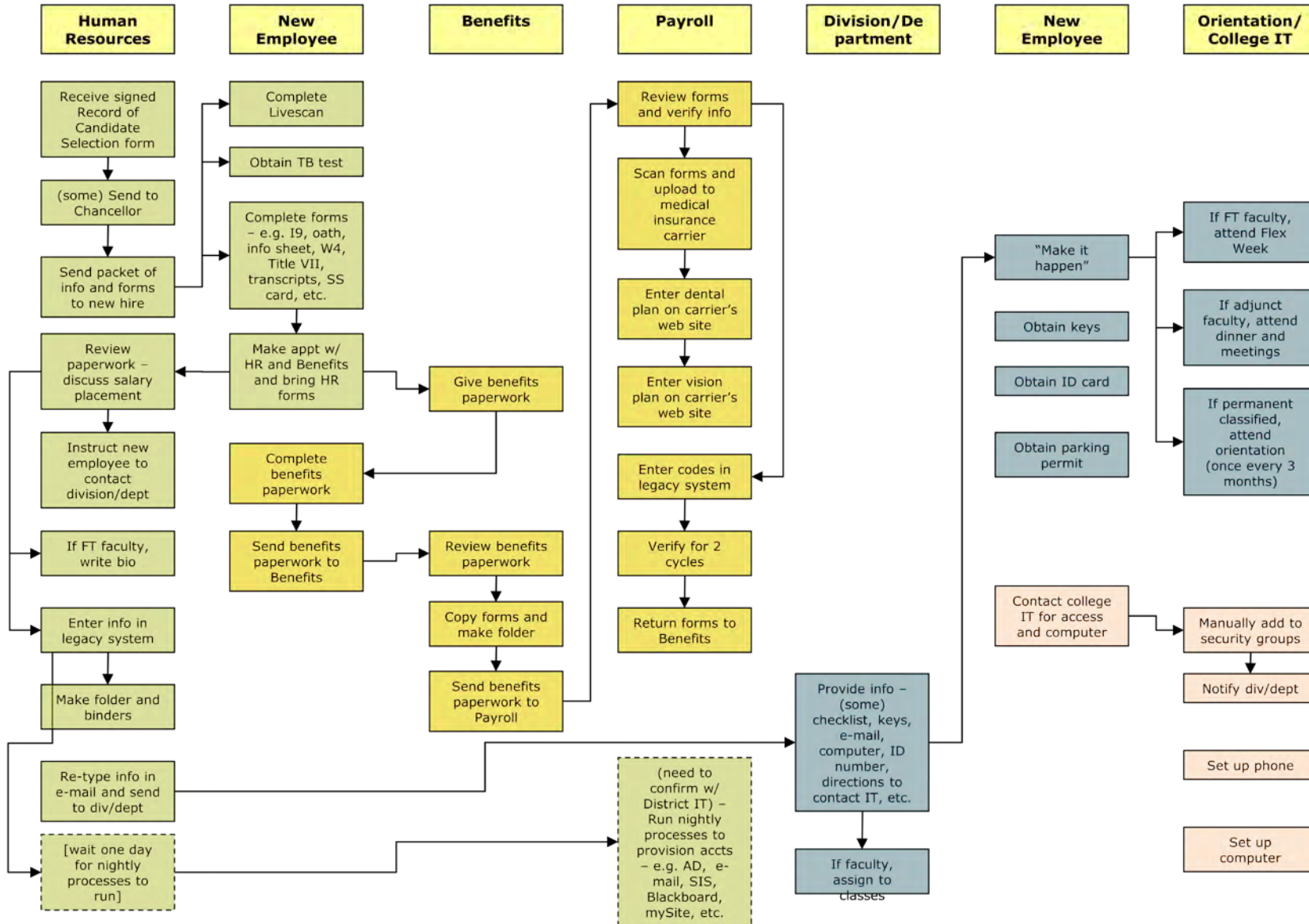
# Onboarding Process

## Observations

During the workshop, participants identified issues with the current onboarding process. Themes included the following:

- Process is long, convoluted, cumbersome, muddled, fragmented, paper-driven
- No clear “owner” of the process
- New employee is not the focus of the process
- Massively redundant data entry
  - Entering data in several systems, Excel, etc.
  - Creating labels and folders
  - Copying and filing
- Process is not very welcoming – missing the personal touch
- Many choke points and missed hand-offs in the process – gaps between HR and Benefits, Benefits and Payroll, HR and Payroll
- Many variations and inconsistencies – process done differently every time

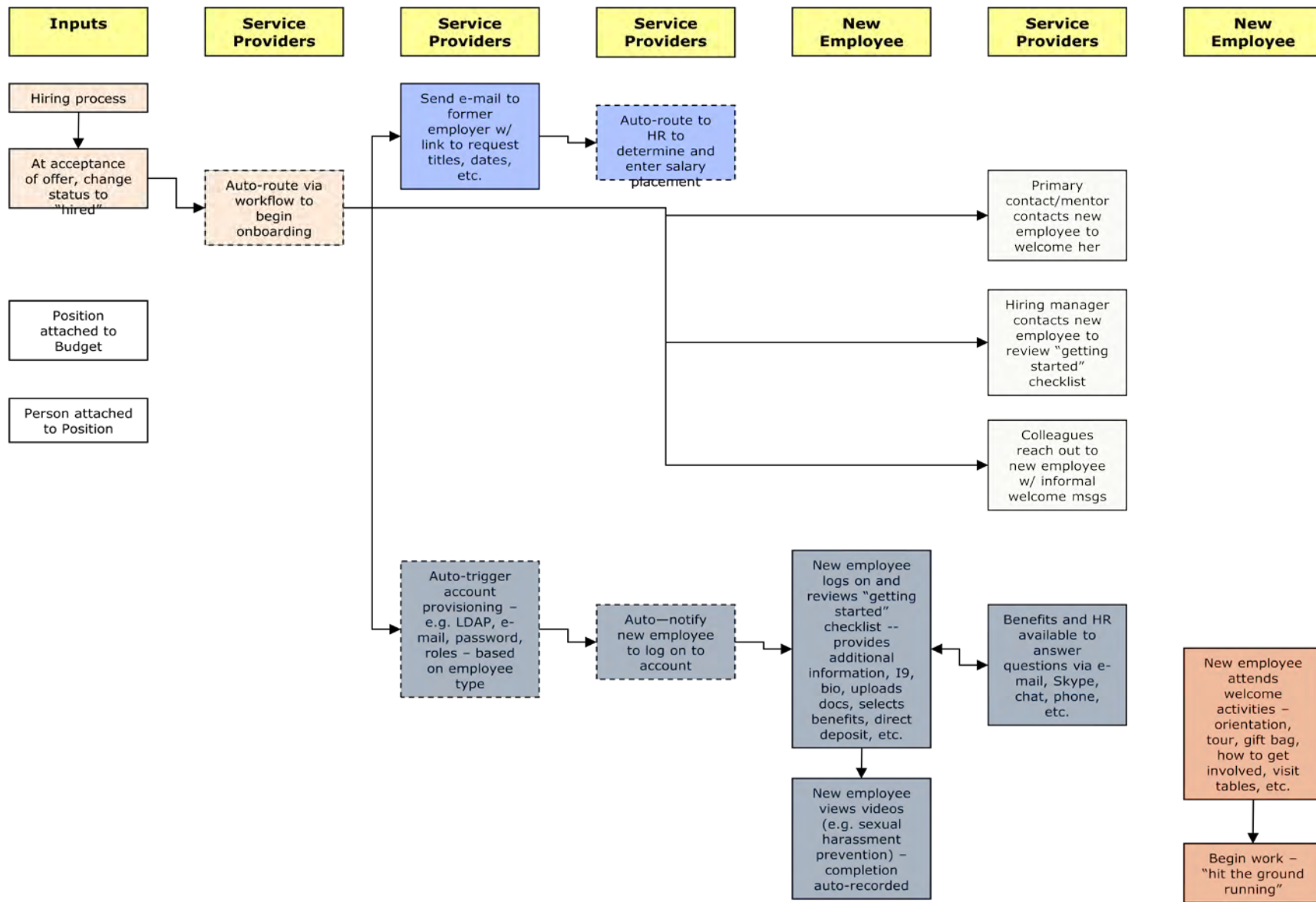
### Current Onboarding Process



## Objectives for new process

- Name a process “owner”
  - Develop overall objectives – e.g. welcoming, preparing, equipping, etc.
  - Coordinate with all departments involved
  - Develop consistent message
- Personalize the process
  - Ensure one-on-one contact
  - Appoint a mentor/contact person
  - Support the employee to hit the ground running
- Simplify process
  - “Design around the rule, handle the exception”
  - Reduce steps
  - Reduce errors
  - Eliminate re-work
  - Reduce approval layers
  - Clarify handoffs
  - Enter data once – eliminate shadow systems
- Utilize new technology
  - Make steps visible to all stakeholders
  - Online checklists – “Getting Started at IVC”
  - Deploy work flows
  - Eliminate paper
- Cultivate coordination between Colleges and District
- Become a model for excellence in welcoming new employees
- Measureable
  - Point of hire to provisioning account
  - Point of hire to start date
  - Two weeks after start date, connect with new employee, “What could we do better?”
  - Collect questions from new employees – use to improve process
- Better information “hub”
  - Web-based forms (employee self-service) – e.g. I9, benefits selection, direct deposit
  - Self-paced videos/tutorials – e.g. sexual harassment prevention, safety, etc.
  - FAQs
  - Live chat

### Ideal Onboarding Process



## Onboarding Process Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- One location for information – a “hub”
- Review orientation
- Provide consistent information
- Provide mentor to new employees
- Provide 1 to 2 hours of training to supervisors
- Invite last year’s new hires to speak with supervisors
- Develop new employee checklist
- Use Claudia’s “Ten Tips” for new employees
- Consider naming a process owner – e.g. Human Resources – to coordinate onboarding activities
- Clarify hand-offs between departments
- Provide a local HR presence at the Colleges
- If item needs approval, route electronically rather than via paper – parallel rather than sequential
- Differentiate between approval and notification – the latter allows for parallel processing
- Make entire process visible to all stakeholders
- Utilize backup/proxy to account for vacations
- Use new ERP to monitor limits – e.g. 50% law, 195 days, etc.
- Use one ID number
- Auto-notify departments upon status change to “hired”
- Ensure everyone applies online (incl. students) – eliminate paper applications
- Complete onboarding information online
- Clarify provisioning process
- Develop real-time provisioning prior to start date – e.g. status changes to “hired” triggers account creation, assignment to role(s), notification, etc.
- Develop consistent message to give to new employees
- Provisioning should be fast and specific to type of new employee
- Start training earlier – prior to start date
- Definition – “hired” means offer accepted – after that, the process is onboarding – this is the handoff
- Clarify process to obtain ID card
- Develop one checklist for new employees (by type)
- Handle non-instructional OSH more effectively
- Obtain parking permit online
- Include verification of employment as part of the hiring process
- Develop a formal, scheduled, clear, consistent onboarding process
- Require onboarding process be complete prior to cutting first pay check
- Gather all required information – e.g. I9, benefits selection, address, etc. – via web
- Allow new employees to upload docs via web
- Identify a single point of contact for new employees



- Eliminate paper personnel folders – use “e-folders”
- Communicate “welcome, we’re glad you’re here” on the first day – keys, computer, business card, e-mail account, etc.
- Extract Board agenda from system – i.e. all those hired between Date A and Date B sorted by employee type
- Provide mentoring for new employees – e.g. best practices, checklist, etc. – very intentional
- Include mentor on hiring committee
- Provide some onboarding information via video – e.g. sexual harassment prevention, safety at work, etc. – new employee can watch from home
- Clearly define what information is where – make it easy to find
- Provide additional college-specific orientation
- Provide job-specific training
- Conduct most of onboarding process prior to start date – hit the ground running
- Outsource campus safety – contract it out – requirements are too onerous
- Consider issuing keys to every employee who needs them
- Install electronic locks
- For new employee “sign in and start process”
- Take advantage of sufficient time to onboard full-time faculty
- Protect the District AND get full-time faculty started – both are possible
- Idea – teach a class the summer prior to starting
- Early provisioning – start communication and onboarding upon acceptance of offer – prior to start date
- Provision computer, keys, ID cards, etc. during Flex Week
- Make the case that many departments need access to new employee’s address
- Roll data from applicant tracking system to new ERP
- Provide pamphlet with photos and bios
- Put all the bio sketches in one place – ERP – extract for various uses – allow stakeholders to update online
- Include emergency procedures and risk management in onboarding – candidates for video
- Utilize variety of media for onboarding – e.g. video, Skype, self-paced tutorials, chat, etc.

## Onboarding Process

### Obstacles

In the same manner, participants identified the following obstacles:

- 13 page instruction packet
- Frustrating
- Complicated
- Onboarding police officers is especially difficult
- Start work without being done with process
- Assuming process is same as at other campuses
- Culture is different and nuanced at each college
- Lots of handoffs between different areas – not smooth
- New employees don't know what they're supposed to do
- Process for adjunct faculty is muddled – unclear handoffs between hiring process and onboarding process
- Adjunct faculty can be “stealth”
- Form 003 replicates the application – redundant data gathering
- Process is long – paper and signature driven
- Sometimes delays of one month
- Those who don't apply online have a longer process
- Issue when don't have original social security card
- Takes many weeks to complete paperwork, fingerprinting, etc.
- Master agreement and placement on step is complicated
- Division doesn't know username
- Provisioning is too late in the process
- Gap – some supervisors not communicating with new hires
- Lots of loop-backs to answer questions and obtain additional access to systems
- Counseling LHE calculation is manual
- Confusion – what's District IT and what's College IT?
- Unknown office location – need for phone, computer, keys
- Adjunct faculty not always available for orientation
- Inappropriate book selection by adjunct faculty member – process does not include review
- Not much time for “culture” orientation – curriculum, teaching, goals, etc.
- Difficult when employees start at different times
- New employees who are benefits-eligible are in the same room as those who are not
- Silos – e.g. HR and Benefits and Payroll
- Benefits is sometimes not in the loop
- Different departments maintaining at least three different personnel folders
- It can take 1 week to several months to get keys
- Departments who only hire occasionally don't always know the onboarding process
- Must re-learn process every time
- Requires new employee to take charge and advocate for herself – “sink or swim” – “figure it out”
- Delays in Benefits if person not there

- Don't know location – e.g. office, desk – for new hire
- Orientation is focused on sexual harassment prevention, discrimination prevention, risk management, safety, forms, etc. – all important – but no time spent on culture and vision
- No standard instructions for new employee – e.g. “getting started at Saddleback”
- Entering data in many different places – e.g. for new faculty: CHARMS, apps, HR system, Excel
- Penalties for late entries in STRS
- “Fake” hire dates and SSNs being used as a workaround
- Reluctant to ask new employee to come in prior to their start date
- No access to information about new hire
- Hire date triggers many processes – but it's too late for many of them
- Info available on Wiki, SharePoint, etc. – but very few people know to look at it

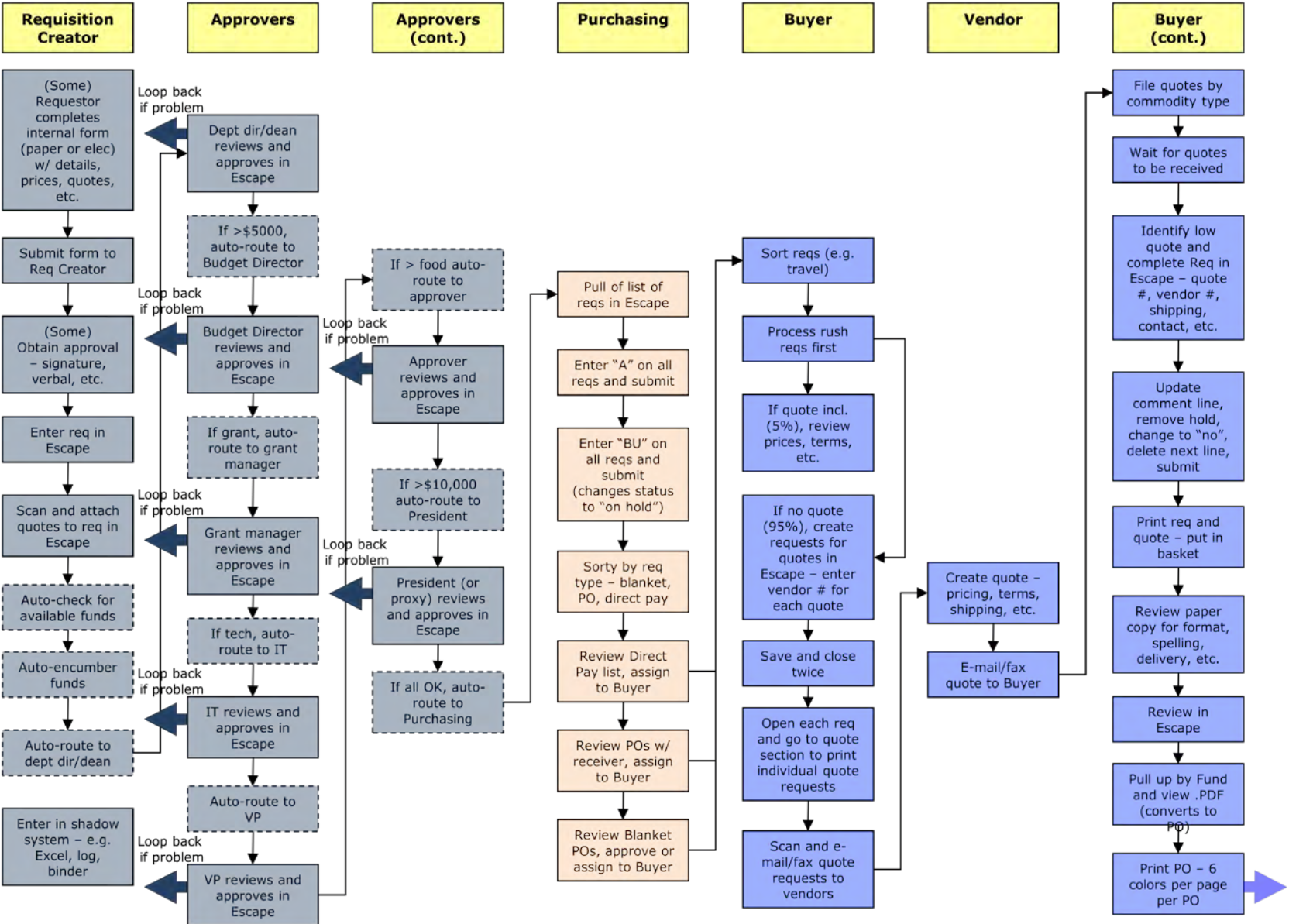
# Purchasing Process

## Observations

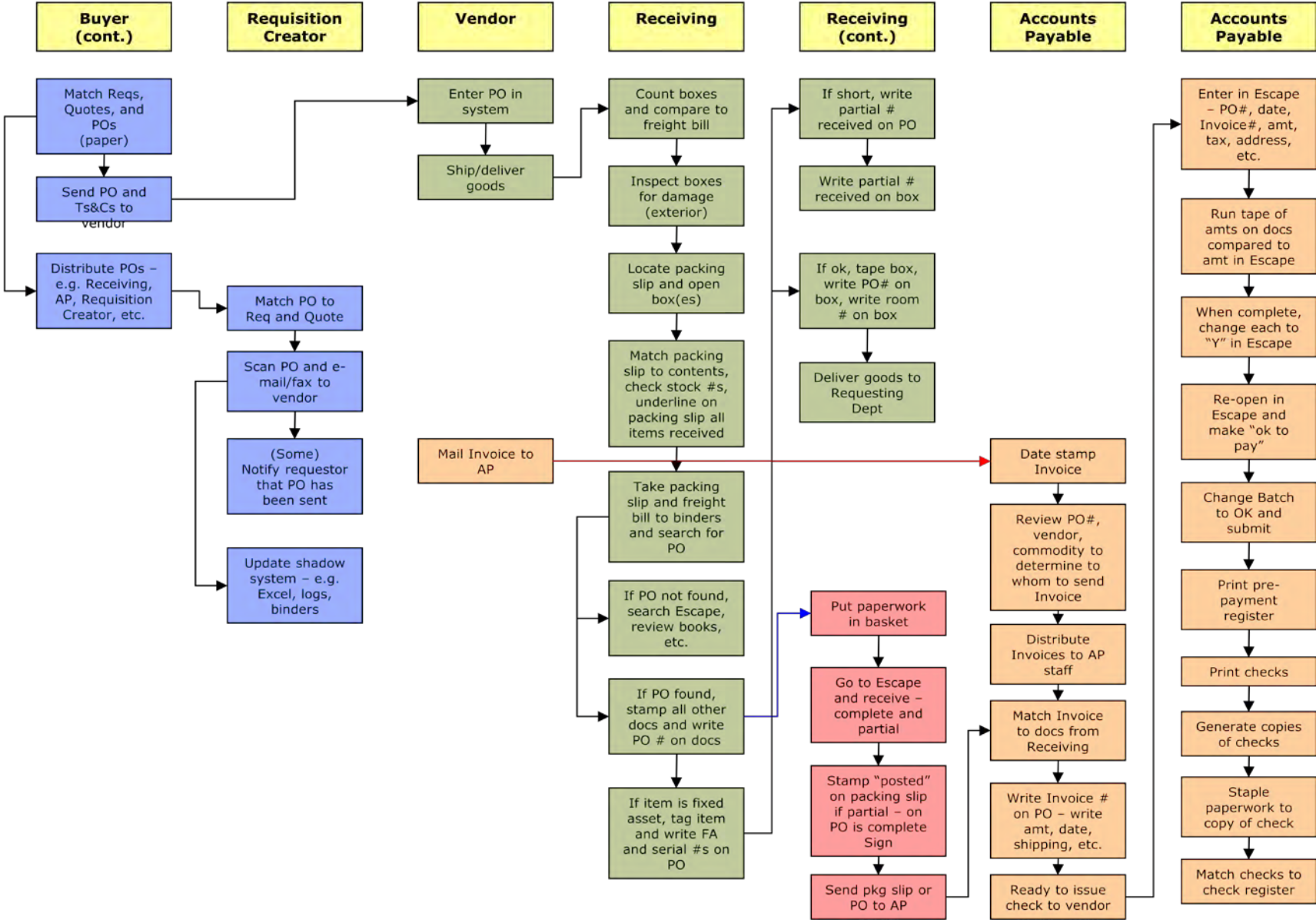
During the workshop, participants identified issues with the current purchasing process. Themes included the following:

- Process is long
  - Too many steps
  - Too many approvals
  - Too many hand-offs
  - Too many errors
  - Too much paper
- Length of process has many downstream effects
  - End runs
  - Dissatisfaction
  - Missing significant discounts
- Shadow process – one electronic and one paper
  - Double and triple data entry
  - Shadow systems – like Excel – result in redundancies, out-of-sync conditions, and significant overhead costs
- Despite all the touch-points and paper copies, still communication gaps, loop-backs, and lag times
- One size does not fit all – i.e. same process for a \$15 PO as for a \$5000 PO
- Current technology is not working for us
- Some controls are too tight, while others are too loose

Current Purchasing Process – Purchase Orders for Goods – 1



Current Purchasing Process – Purchase Orders for Goods – 2



Current Purchasing Process – Purchase Orders for Goods – 3

**Accounts Payable**

Send checks to County



When checks returned from County, attach to remittance (from Invoice)



Mail check to vendor

Send copy of check w/ paperwork through canceling machine



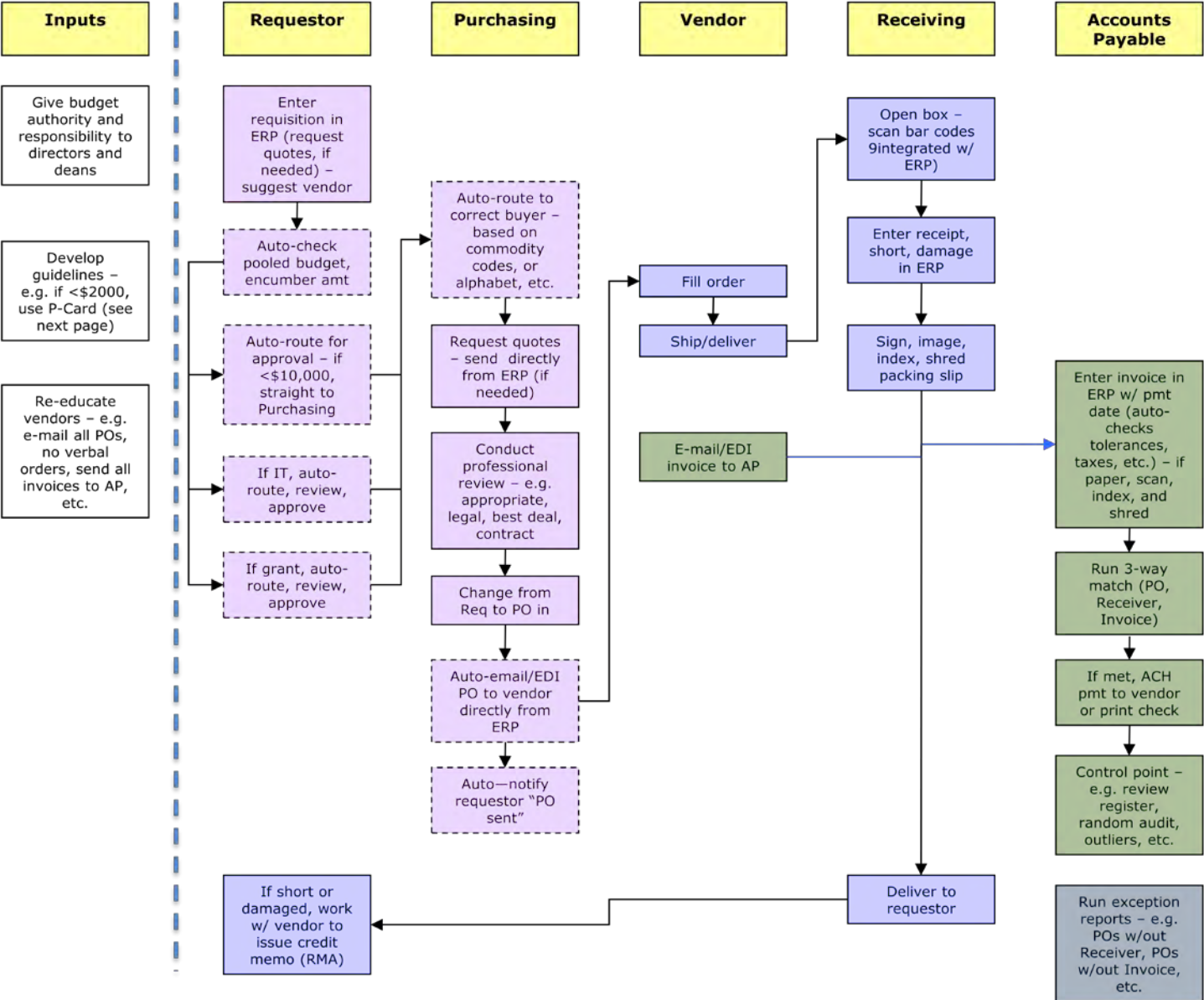
File in vendor file



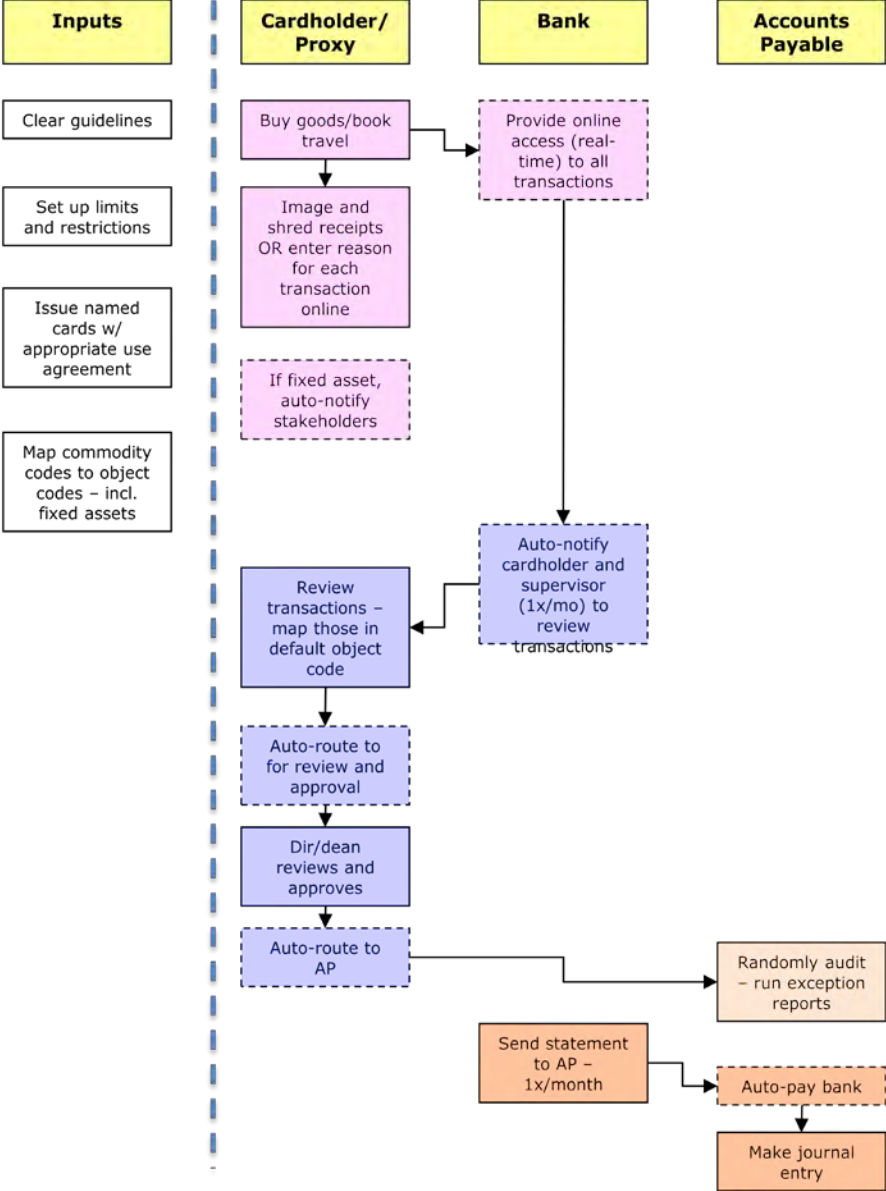
## Objectives for new process

- Give directors and deans authority and responsibility for their budgets
  - Clarify roles
  - Reduce layers of approvals
  - Allow them to approve up to \$10,000
  - Allow transfers within budget
- Expand use of purchasing cards
  - Develop guidelines for when to use p-cards versus POs – e.g. < \$2,500
  - Utilize commodity codes to restrict purchases
  - Utilize commodity codes to map to SOCCCD object codes
  - Reduce use of Direct Pay and Blanket POs
  - Pilot then roll-out broadly
- Take advantage of discounts and rebates
  - Volume discounts
  - Purchasing card rebates
  - Early payment
  - Consortia buying
  - Multi-year maintenance renewals
- Fully utilize technology
  - Make every step in process visible – in real-time – to stakeholders
  - Easy access to query information
  - Eliminate paper
  - Eliminate need for shadow systems
- Shorten cycle times for purchases
  - By using p-cards
  - By reducing the number of POs by 80%
  - By reducing steps – e.g. approval layers
  - By eliminating paper
  - By clarifying roles and guidelines
  - One result – allow purchasing up to June year-end closing
- Deploy a single inventory in the ERP

### Ideal Purchasing Process – POs



### Ideal Purchasing Card Process



## Purchasing Process Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Fast response time
  - Fewer than X seconds especially during busy times
- Deep evaluation of ERP solution
- Know where you are in the purchasing process
- Capture needed information once – eliminate double and triple data entry
- Easy to use – anyone can enter a request – including faculty
- Handle attachments
- Copy previous requisition
- Clarify when quotes and bids are needed
- Use ERP to handle quote and bid rules
- Flag a lot of usage with one vendor
- Clarify roles – for example requester, buyer, etc.
- Clarify language and terminology
- Provide education to users via various media – for example, video, online tutorials, checklists, etc.
- Create histogram for the last two fiscal years of POs - determine the dollar amount at which 80% of the POs fall, for example less than \$2000
- Do not execute change orders against blanket POs
- Enter quotes directly into new ERP
- Utilize a tentative budget prior to final approval for some level of budget checking at the beginning of the fiscal year
- Create clear, simple routing rules
- Allow some routing through approval queues to be executed in parallel
- Use commodity codes to check and route
- Provide auto-notification to requester at certain points in the process, for example, when PO has been issued to vendor
- Allow users to manage their own alerts
- Ensure that ERP has a summary screen of all requisitions with their various statuses
- Utilize the system to route to buyers based on commodity codes
- Minimize the use of blanket POs, clarify the definition of when to use one
- Clearly define PO types, for example, “PO without receiving”
- Ensure clear communication when a requisition has been denied
- Automatically select requisition type
- The ability to change requisition type if in error
- Add new vendors with W9 information at the requesting stage, then route for review
- Re-educate vendors when deploying new ERP, for example, all invoices go to accounts payable, don't send an invoice without the PO number, don't take phone orders, we will email the PO to you, etc.
- Ensure text entered into system is clear and complete, spot-on for review by the Board

- Review chart of accounts, simplify if possible
- Utilize the ERP to generate and send request for quote
- Utilize E-fax
- Clarify guidelines for when requisitioner obtains quotes and when buyer does
- Ensure that all quotes meet minimum guidelines – utilize ERP to require fields
- Establish a dollar threshold for obtaining quotes
- Develop a preferred vendor list
- Implement tolerances – e.g. 10% over, handle shipping and taxes, etc.
- Eliminate paper from the process
- When e-mailing PO to vendor, include Ts and Cs
- Eliminate need for shadow systems – e.g. visibility, easy of reporting, etc.
- Consider printing PO# on return address
- Give vendors requirements for what data to include on packing slip
- Make procedures visible
- Deploy integrated bar coding/scanning system at receiving
- Ensure ERP has ability to add visible notes – e.g. “post-it” style
- Take advantage of discounts/rebates – e.g. volume, early payment, ACH payment, P-card use, etc.
- Use ERP to query and sort
- Require training with good trainers – managers take part and support
- Ensure ERP can handle partial receiving, partial payment, damaged goods, etc.
- Ping (using workflow) requisitioner when goods have been received
- If services, ping requisitioner to enter receipt in ERP – validate that services have been rendered satisfactorily
- View “unofficial” PO in ERP
- View purchasing history – support ad hoc queries – e.g. by vendor, by item, by amount, by date, etc.
- Allow online approval for Office Max
- Discontinue buyer review of Office Max purchases
- Negotiate next-day free delivery from Office Max
- Order 24/7 from Office Max – i.e. ongoing rather than once a week
- Low hanging fruit – scan and e-mail Office Max approval to buyer (short term solution)
- Discontinue paper catalogs of goods
- Conduct random audits for Office Max purchases
- Restrict Office Max purchases by commodity codes
- Role-based approval queues
- Carry over year-to-year – avoid spend-out at end of FY, encourage saving and planning
- Explore online catalog of goods to purchase
- Inventory fixed assets
- Utilize “tags” for fixed assets
- Consolidate software licensing agreements to save money
- Deploy District-wide imaging solution – well integrated with ERP
- Ensure ERP handles quote requests, quote guidelines
- Ensure ERP handles change orders

- Demonstrate functionality for formal bid process
- Robust, easy-to-user reporting tool – with various output formats

## Purchasing Process

### Obstacles

In the same manner, participants identified the following obstacles:

- Shadow systems double-tracking all information – i.e. quotes, vendor info, PO details, payment dates, receiving, etc.
- Unclear as to when a quote is required and who is responsible to obtain it
- Sometimes incomplete quotes
- Many POs
- Many approval layers – regardless of dollar value
- Budget is not finalized until two months into the fiscal year – no budget checking during this period – example of controls too loose
- Process not well coordinated with Facilities
- Some remodels are not approved before they being
- Choosing incorrect object code for purchase
- Cannot change requisition type after it's entered
- Enter information in notes – then enter a line item that says “check notes”
- Clunky technology (Escape) – for some transactions must open, save, close, re-open, save again
- Process steps start electronically, then are printed to paper, then re-entered electronically
- Some Reqs and POs are on hold “forever”
- Areas not staying “in their lane” – e.g. requesting department contacting vendors
- Sending multiple copies of the same PO to vendors – double order, double delivery, double payment
- ATEP delivered to Saddleback – costly
- Reliance on paper adds significant time to process
- Sometimes invoices are included with the goods rather than sent to AP
- Some invoices sent without PO numbers
- AP cannot see details at a glance in Escape
- Too many layers
- Many layers of internal controls to process invoice and cut checks
- Checking and re-checking does not ensure accuracy
- Sometimes lower prices available but can't take advantage of them
- Can't view Office Max history
- Office Max orders layered with approvals
- Office Max orders placed only one time per week – completely misses the point of having an office supplies vendor (namely next day delivery)

Oct 11-12  
2012

**Irvine Valley  
College &  
Saddleback  
College**

**Business Process Analysis:**

*Curriculum Development*

**with Strata Information Group**





## Workshop Objectives

As part of the continuing implementation of CurricUNET and the custom SIS at South Orange County Community College District, Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) a plan for improving the existing processes, and 2) ideal process maps to be used in the deployment of new technology. The objectives are to develop better processes, and to take full advantage of the technology.

To meet the objectives, a two-day Business Process Analysis (BPA) workshop was conducted to examine the curriculum approval processes at Irvine Valley College and Saddleback College. The objectives of the workshop included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing processes
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of the technology

Participants represented the Offices of Instruction, Curriculum Specialists, Faculty Senates, Curriculum Committees, and ITS. Kari Blinn, from SIG, facilitated the workshop. Participants worked hard to identify the issues with the current processes – and to consider various options to address them. This document contains the contents and outcomes of the group's efforts.

## Observations

During the workshop, participants identified issues with the current curriculum approval process. Themes included the following:

- Process is long and unnecessarily complicated
  - Lots of errors and re-work
  - Redundant data entry into multiple systems – e.g. Excel
  - Long cycle times
  - Many handoffs between departments and committees
  - Difficult to know where items are in the process
- Process is sequential – not taking opportunities to conduct steps in parallel
- Workgroups are not aware of the steps before theirs – or after
- Process returns to Curriculum Specialist many times
- Data is not extracted from the system – e.g. CurricUNET – but is retyped for meetings, Board agendas, e-mails, etc.
- No clear “system of record” – authoritative data source from which all reporting comes
- Lots of moving parts – CurricUNET, State, Excel, DMZ, CURRSIS, SIS
- High level of frustration among stakeholders throughout the process

### Options to Improve the Situation

After mapping the processes and understanding the issues more clearly, it seems apparent that the crux of the problem is the interface between CurricUNET and CURRSIS/SIS. SIG is not aware of any other community college that is using CurricUNET to maintain course catalog data and feed it to a SIS. After consideration and discussion three options have emerged.

- 1) Scale back the interface to include only basic data – and enter more complex information (e.g. repeatability, pre-requisites, etc.) directly into CURRSIS/SIS. To date, Governet has not demonstrated the capability to provide the data transformations required to make the interface successful. The State is certain to introduce new requirements in the coming years that will require further development and modification to the interface.
  - a. Pros- A simpler interface should be more reliable and obviate the need for modifying and testing future changes to this complex interface.
  - b. Cons- It would require clarification of responsibilities for data maintenance between manual entry and the automatic interface. It may be viewed as increased work by the staff responsible for data entry
- 2) Discontinue the use of the interface. Make all curriculum changes manually into SIS.
  - a. Pros- This would clarify responsibilities, simplify the process, and counter intuitively, it may even save time and resources.
  - b. Cons- It would require double entry of data.
- 3) Continue to work on the interface with Governet and the Offices of Instruction.
  - a. Pros- If Governet can produce a reliable interface; the process could be simplified and dependable.
  - b. Cons- This option requires substantial effort to determine where the problems lie and see if a solution is possible. It would also need to allow for future development as the State adds new requirements.

A next step is to conduct follow-up discussions to review and estimate the advantages and disadvantages of the options. This could be followed by a meeting to confirm consensus and plan for execution.

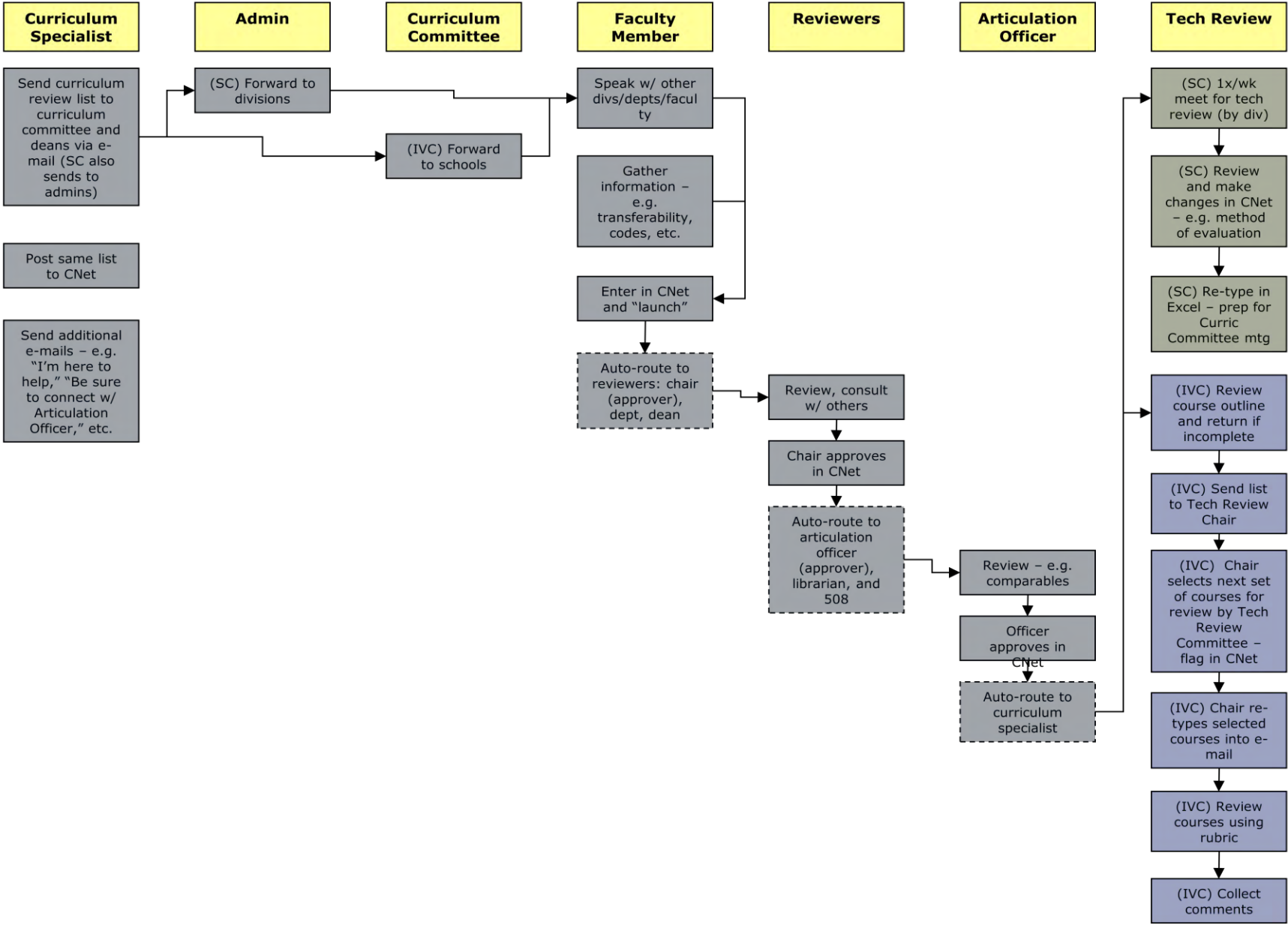
## Process Maps

Mapping processes with stakeholders serves as a vehicle to:

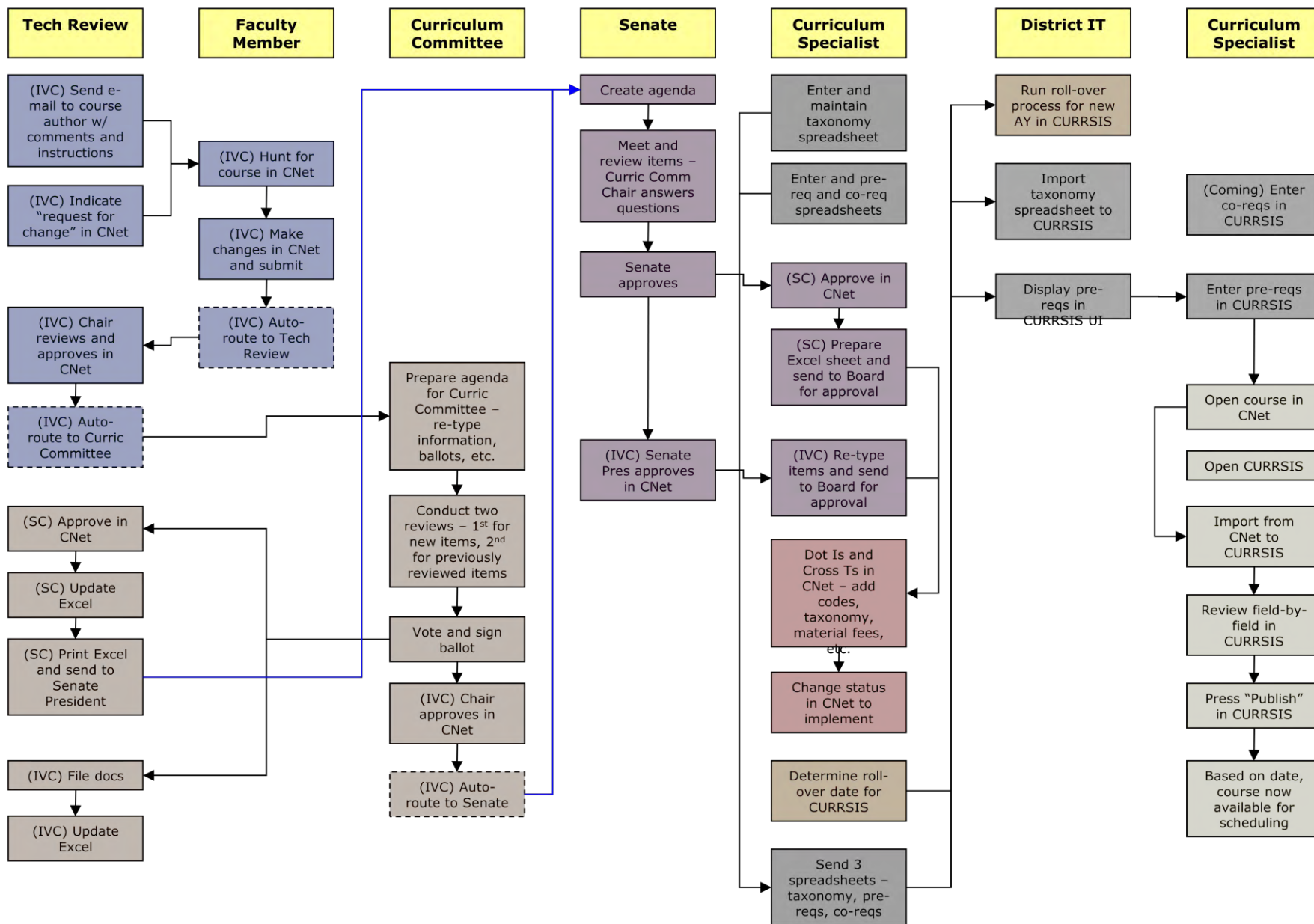
- Identify issues with the current processes
- Work together to develop clear, streamlined, consistent processes
- Take full advantage of technology

The pages that follow include the map of the current process, objectives for the new process, and an “ideal” process map. The objective is to use the ideal map as a guide for the team as they consider improving the process.

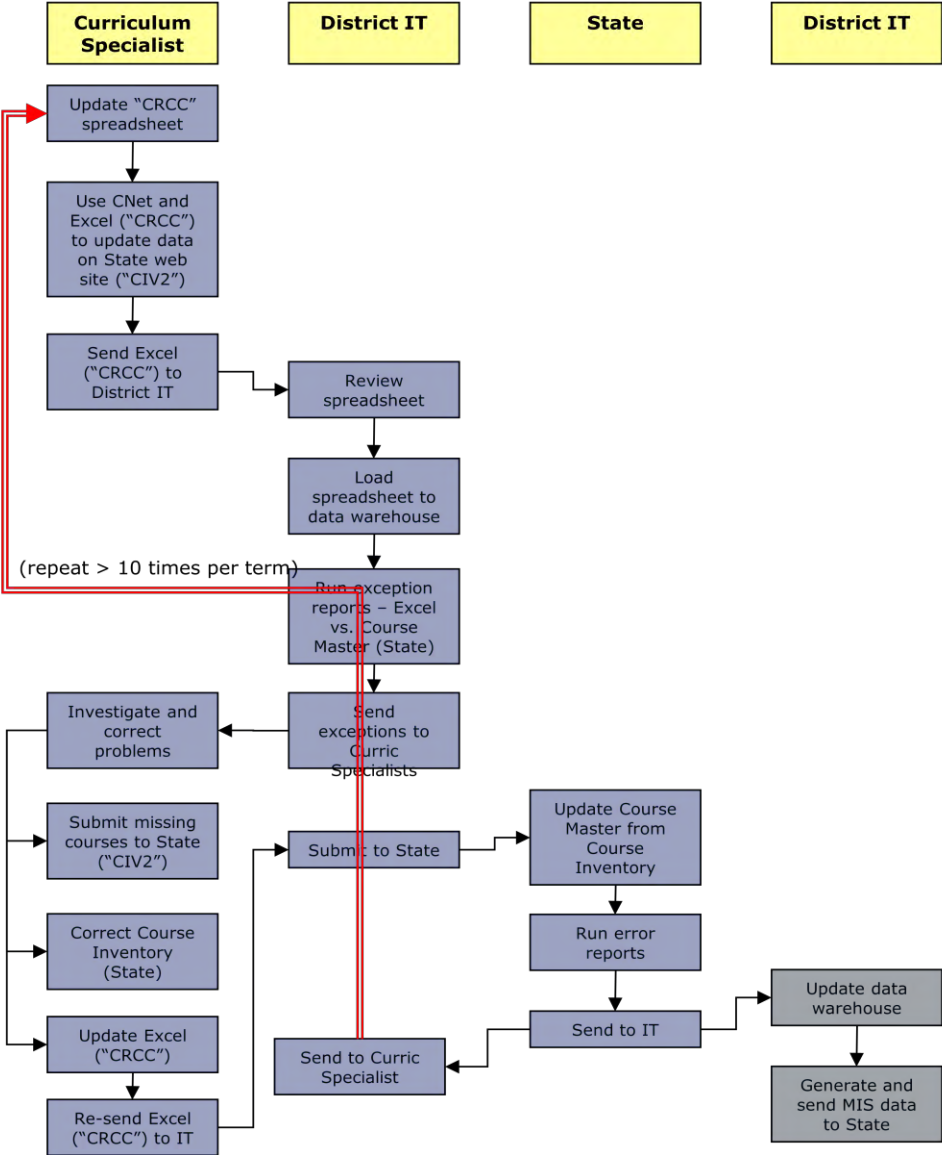
Current Curriculum Approval Process – 1



## Current Curriculum Approval Process – 2



### State Reporting Process – MIS, 320, etc.

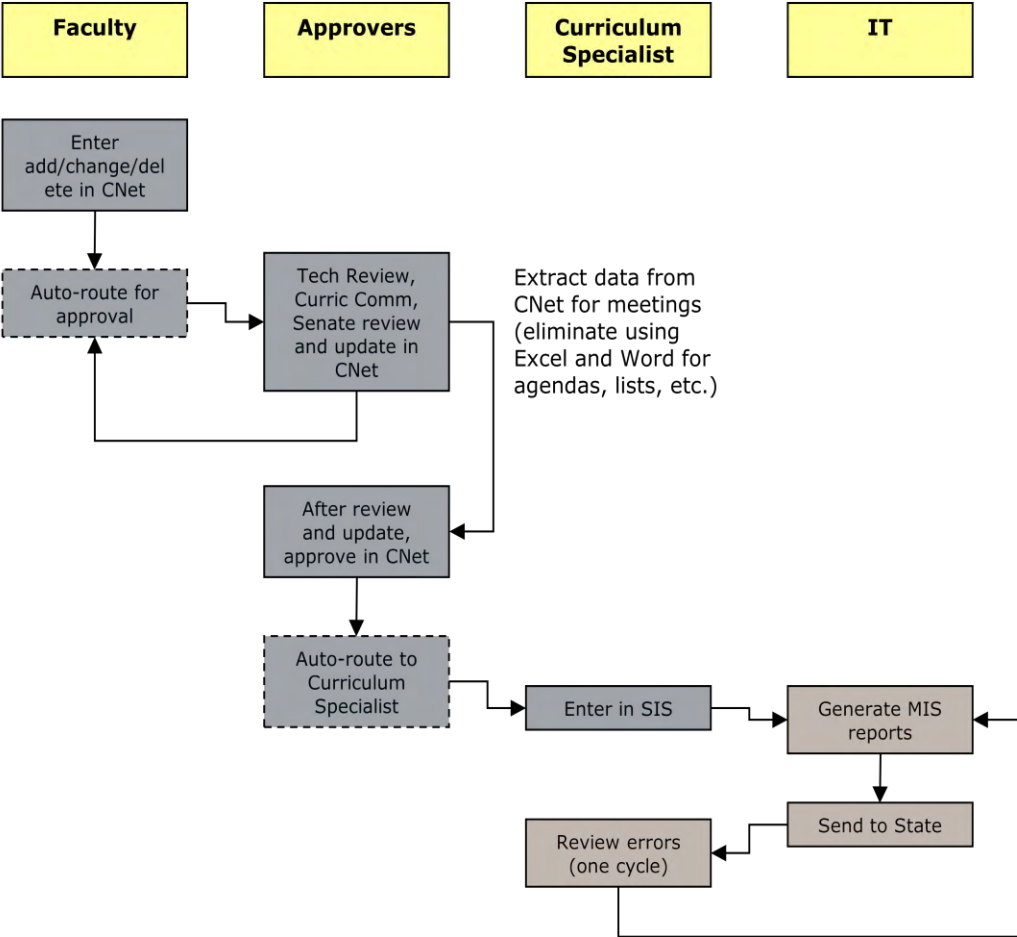


### **Objectives for New Process**

The following objectives were used in developing an “ideal” curriculum development process:

- Simple
- Reliable
- Establish a “system of record” – extract all reporting from this source
  - CurricUNET for curriculum development and approval – once approved, SIS becomes system of record
  - Conduct all MIS reporting from SIS – eliminate use of Excel for tracking curriculum changes
- Reduce re-entry of data
- Make better use of everyone’s time – eliminate checking and re-checking at every step
- Fix MIS/320 reporting
- Work well together

### New Curriculum Approval Process





## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- New process must be flexible enough to handle “curve balls” – e.g. changes from the State
- Obtain information regarding curriculum changes earlier
- Ensure that all Curriculum Committee members can serve as resources to faculty members re: CurricUNET – e.g. how to build a course outline
- Encourage use of ASSIST – information regarding transfer to UC and CSU
- Change CurricUNET workflow to skip the Articulation Officer if course is not transferable – eliminate a “non-value added” step
- Ensure tech review guidelines are widely understood
- Extract data from CurricUNET to create spreadsheets, reports, and agendas
- Discontinue re-entering data in shadow systems – e.g. Excel, e-mail, Word, etc.
- Enter comments with courses in CurricUNET – see simultaneously with course
- Add CurricUNET to mySite – make it easy to find
- Extract data for ballot – rather than re-typing
- Record votes in CurricUNET – eliminate shadow systems
- Connect SLOs to courses
- Approve courses en masse rather than one-by-one
- Send Board list from CurricUNET – include less data
- Roll courses term-to-term
- Utilize future effective dates rather than holding courses and waiting for next cycle – e.g. approved in February 2013, effective Fall 2014
- Utilize online catalog
- Include GoverNet in discussion about how to better utilize CurricUNET
- Establish SIS (includes CURRSIS) as the “system of record”
- All MIS reporting should come from SIS – not Excel
- SIS is the “one stop shop” for all MIS reporting
- Discontinue reconciling disparate data sources
- Recognize CurricUNET as a tool – not an MIS data source – SIS is the data source
- CurricUNET feeds SIS
- If close to resolving integration issues between CurricUNET and CURRSIS/SIS, then press on and complete it
- CurricUNET reflects curriculum and approval process – retains a record – but is not the system of record once Board approves
- Develop one system – include faculty approval process – data all in one place
- CurricUNET does not need all codes that SIS does – e.g. CurricUNET needs to indicate a course is repeatable, but SIS needs all the detailed configuration about how to enforce the repeat rules during registration
- Need more information from State in order to decrease the number of iterations for MIS reporting

- CIV2 (State web site) becomes “Course Basic” file for MIS
- MIS/320 reporting from SIS is better because links between courses, class schedule, and registration are in place and enforced
- Ensure all data is in SIS – nothing in Excel sheets for MIS/320 reporting
- Explore SIS functionality for MIS/320 reporting

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Lots of back-and-forth in the process – returning to previous steps
- Some faculty do not see curriculum development as a primary part of the job – may result in missed deadlines or incomplete submissions
- Sever “choke points” throughout the process where flow may be stopped – e.g. if Articulation Officer is out
- “Scavenger hunt” to find information needed for curriculum development – e.g. ASSIST, catalog, pre- and co-req information, information from other departments, etc.
- Comment section in CurricUNET (CurricUNET) is too small
- CurricUNET is not easy to find on the web
- Confusion between academic years – CurricUNET and CURRSIS
- CURRSIS handles one year at a time – can’t pick up “stragglers”
- Data refresh – CurricUNET to DMZ – low confidence in accuracy
- Co-reqs and pre-reqs not “pumped” to CURRSIS from CurricUNET
- Tables are dropped between CurricUNET and CURRSIS
- Lots of moving parts – difficult to diagnose problems
- Discrepancies between systems
- Large overhead costs managing CURRSIS
- Large costs developing the interface – and it is still not complete
- Any change to any part – CurricUNET, CURRSIS, DMZ – results in changes to the others
- State asking for same data twice – once via CIV2 and again via MIS
- Massive number of iterations in MIS reporting – up to 72 cycles a year

Feb 11-12  
2013

**South  
Orange  
County  
Community  
College  
District**

**Business Process Analysis:**

*Capital Projects Process*

**with Strata Information Group**



## **Workshop Objectives**

As part of the continuing effort to improve processes and effectiveness at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. To that end, a two-day Business Process Analysis (BPA) workshop was conducted on February 11 and 12, 2013 to map the processes and policies for large and small capital projects. The objectives were:

- Map the current large capital projects process
- Develop ideal large capital projects process
- Clarify roles and responsibilities
- Forge agreement for managing capital projects less than \$1M
- Un-clog the queue of backlogged projects
- Create next steps to implement the changes

As usual, participants were candid and engaged. They represented the Colleges and District Facilities departments. Kari Blinn, from SIG, facilitated the workshop. This document contains the contents and outcomes of the group's efforts.

## **Large Capital Projects**

The group started by mapping the current large capital projects process (see maps on pages 4 and 5). Long lists of opportunities and obstacles were generated during the mapping session (see appendices). On the second day, the group developed a high-level road map for an "ideal" large capital projects process (map on page 6).

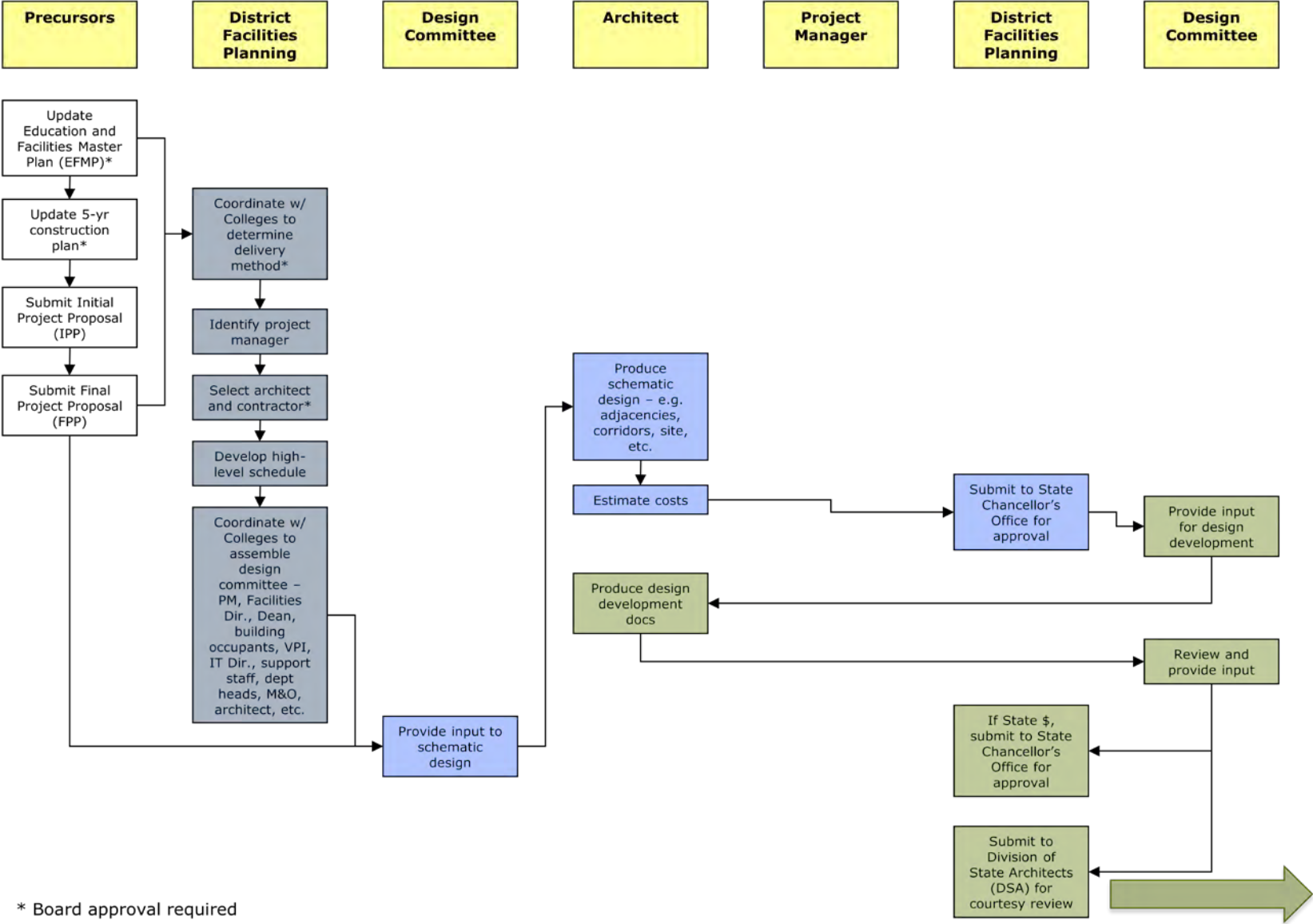
## **Other Capital Projects (less than \$1M)**

The group made significant progress in overcoming the current backlog of projects. Agreement was forged to give responsibility to the Colleges to manage projects up to \$1M. The group agreed to follow a "checklist" of criteria to ensure compliance with State guidelines. If the project requires DSA review, the College Facilities Director will contact the District. Normal bid and procurement procedures will be followed. A "pool" of architects and engineers will be available for Facilities Directors to draw on as they serve as PMs for these projects.

**Next Steps**

TASKS	DETAILS
Schedule additional BPA workshops	<ul style="list-style-type: none"> <li>• Planning process – EFMP, 5-yr Plan, IPP, FPP</li> <li>• Bid process</li> <li>• Procurement process</li> <li>• Add detail to ideal capital project process (see high-level process on previous page)</li> </ul>
Review process for projects \$1M to \$2.5M	<ul style="list-style-type: none"> <li>• Define process and ownership – Colleges and District</li> </ul>
Review project currently in the queue	<ul style="list-style-type: none"> <li>• Relate to new CMS</li> </ul>
Develop “checklist” for reviewing capital projects under \$1M	<ul style="list-style-type: none"> <li>• Based on the State guidelines, Debra will draft document for review</li> </ul>
Develop common definitions	<ul style="list-style-type: none"> <li>• Use the same words and language throughout the process</li> </ul>
Create master list of consultants	<ul style="list-style-type: none"> <li>• In order to support Colleges in managing small capital projects, cultivate a “pool” of architects, engineers, etc. from which to draw</li> </ul>
Conduct check-in meeting	<ul style="list-style-type: none"> <li>• Team will reconvene May 13-14</li> </ul>

Current Large Capital Projects Process – 1

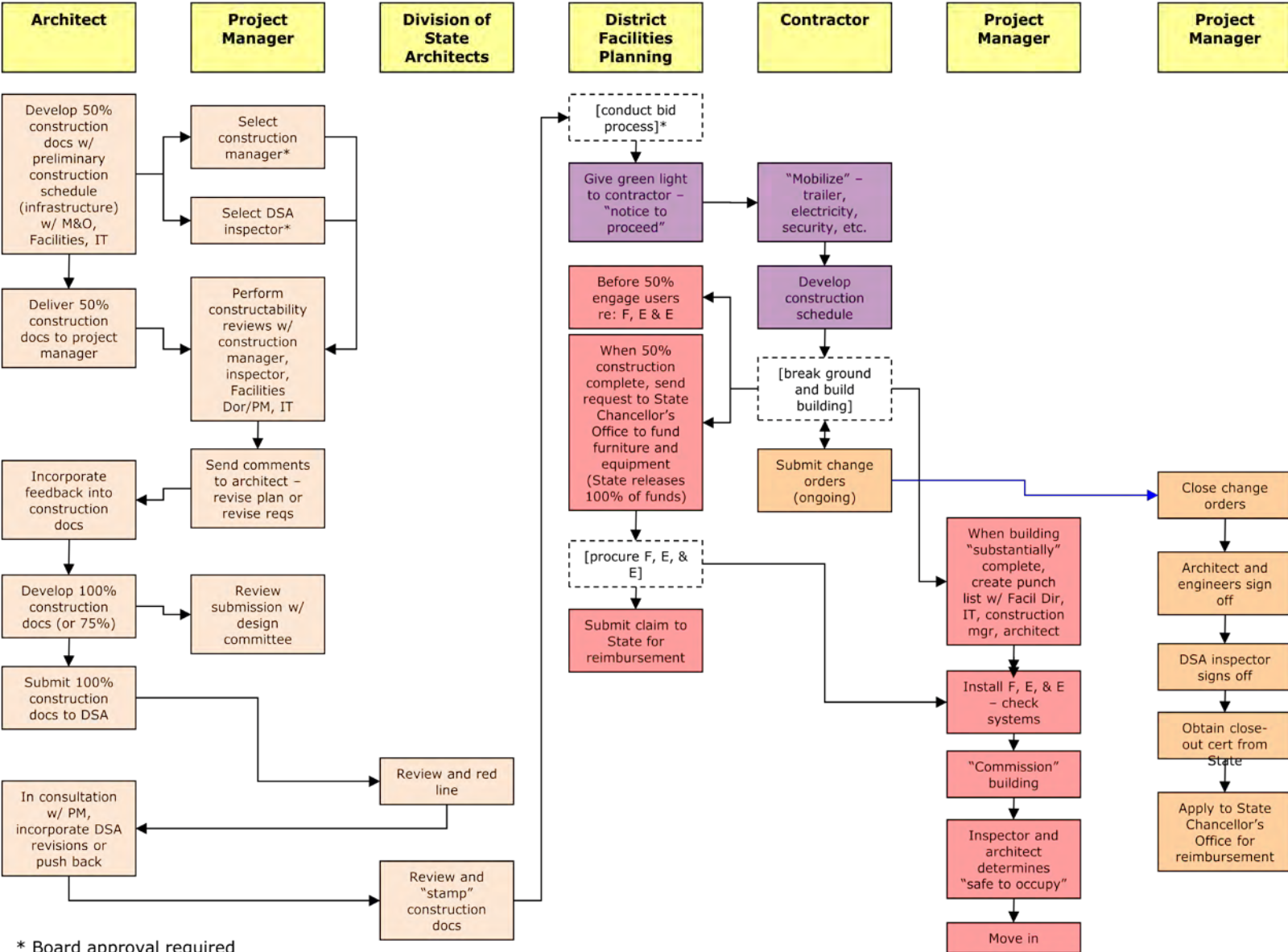


\* Board approval required





Current Large Capital Projects Process – 2



\* Board approval required

Ideal Capital Projects Process (high-level)

**Planning**

- Develop facilities master plan (EFMP/5-yr Plan/IPP/FPP)
- Obtain approval and funding
- Assign PM
- Select consultants
- Form Building Committee
- Review design standards (tech group – Facilities, IT, Architect, PM)

Milestone

- Completed programming docs

**Schematic Design**

- Kick-off w/ Building Committee
- Take first cut at site & space planning
- Develop initial scope, schedule, and budget

Milestone

- Completed schematic design docs
- “OK” from State Chancellor’s Office

**Design Development (Internal and External)**

- Refine site & space plan w/ Building Committee
- Add systems detail – e.g. HVAC, electrical, IT
- Review and coordinate w/ DSA and other regulators

Milestone

- Completed design development docs
- “OK” from State Chancellor’s Office

**Construction Documents**

- Refine and finalize building construction plans and specs – incl. architectural, structural, site, utilities (tech group)
- Select Construction Mgr
- Conduct pre-construction review

Milestone

- Completed construction docs
- “OK” from DSA (stamp)

**Construction Delivery**

- Conduct bid/selection process (based on delivery method) to select contractor
- Obtain notice to proceed
- Build building
- Procure F, F & E
- Move in

Milestone

- Building occupied
- Close out w/ DSA and State Chancellor’s Office

**Roles and Responsibilities**

- PM* – manage project
- CM* – on-site, day-to-day construction management
- Contractor* – build building
- Facilities Director* – represent the College users
- Users* – provide input and requirements for building
- Dean or VP* – coordinate input and requirements, resolve disputes

## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Continue transparent process
- Clarify language when describing the process – e.g. project leader or project manager or construction manager, building committee rather than design committee, users or end users or occupants
- When assembling building committee, review roles and timing, when each member is required to be involved, etc.
- Clarify the purpose of: core team, subject matter experts, technical review, open forums, etc.
- Identify clear milestones
- Clear definition of who makes decisions and when – and that input/feedback is different from decision making (“take it under advisement”)
- Ability to handle changes mid-project
- Define expertise – e.g. Facilities Directors, architects, project managers
- Clarify that shared governance is honored during the planning and approval stages, but once the project is approved, it’s run as a construction project
- During the first meeting – manage expectations, lay out parameters, review high-level timeline, clarify roles of each committee member, etc.
- Conduct Town Hall meetings to get input (early in the process) from large numbers of people
- Enlist College support of District during meetings – partnership
- Think clearly about LAP/LOAD ratio
- Obtain sign-offs at milestones – VPI/VPSS and Budget
- Put plans on Sharepoint
- Electronic acceptance rather than paper with “wet” signatures
- Formalize communication with Presidents – e.g. at schematic approval stage, conduct a brief meeting, a checkpoint
- Role in capital projects goes with the position
- Establish new contingency “bucket”
- Respond to mid-project changes
- Define minimum building standards
- Provide a 3-D view early in the process (“BIM”)
- Make F, F & E request earlier in the process
- Create a meaningful sign off for F, F & E
- Utilize workflow to route and track approvals
- Document decisions, changes, etc. – “value engineering”
- Create furniture standards – e.g. 4 manufacturers
- Include Dean/VPI after punch list is created
- Develop process for occupants to submit change requests – route from Dean to VPI to Facilities Director – message “no modifications, only construction defects”
- Keep project budget open for one year after move-in
- Develop process for scheduled maintenance projects and small capital projects
- Let the Colleges manage all projects other than large capital
- Define the trigger points when District should be involved

- Identify a pool of architects and engineers from which the Colleges can draw
- Clearly queue projects
- College manage projects in close consultation with District
- Formalize steps and milestones
- Clearly communicate roles, responsibilities and expectations
- Improve communication throughout the process
  - Define stages
  - Review timeline
  - Provide updates in different venues
  - Make available photos, 3-D designs, web cam, etc.
  - Conduct tours
  - Brief and targeted communications
- “Tell the story”
  - Kick-off meeting – generate enthusiasm
  - Monthly update – what to expect, parking, pathways, dust, etc.
  - Go to existing meetings – e.g. academic departments
  - Invite the Chancellor and Presidents to lead opening meetings
  - Develop an “elevator pitch” to stay on message
  - Host a ceremony to open the building
  - Work with student newspaper and PIO

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Wide open membership on design committee – it “picks itself” based on who attends – not strategic
- Scope grows when many users are involved
- Some cost overruns incurred because users requesting changes late in the process
- No written roles and responsibilities for committee members
- Lack of clarity about roles and process
- Some problems start very early in the process – i.e. IPP/FPP stage – building is defined too early
- When estimates come in high, sometimes cuts are made that end up costing more in the long run
- IPP, FPP, Design – 3 committees doing slightly different things
- Change requests submitted one day after move-in
- Using State construction costs for estimates – too low
- Furniture and equipment in the same “bucket” – results in strange trade-offs
- Because of lack of clarity in committee membership, individuals invite others to make their case
- Some still unhappy with a beautiful new building
- College Presidents and VPIs not involved enough
- If instruction and President not involved at schematic stage, then Facilities is put in the position to advocate for academic issues – not appropriate
- Irony – Presidents must sign forms for \$10 items, but not to build a new building
- New Dean on committee wants to change decisions made earlier
- Committee members in the dark while design is being completed
- Don’t have the opportunity to make the case for a larger budget
- If District builds at a cost higher than the State guidelines, it may raise a flag at the State
- Onerous procurement process
- No clear process for occupants to submit change requests
- Tons of “churn” when occupants submit change requests to multiple people
- Lack of clarity about who is doing what when
- Sometimes not all DSA items are up to standard
- Backlog of scheduled maintenance projects

# South Orange County Community College District



## **Business Process Analysis:**

### ***Board Agenda Preparation Process***

July 18 – 19, 2013



**Strata Information Group**

## Workshop Outline

As part of the ongoing effort to improve effectiveness at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes, and to take advantage of the available technology. This analysis yields two primary outputs: 1) a plan for improving the existing processes, and 2) ideal process maps to be used to deploy new software.

To meet the objectives, a Business Process Analysis (BPA) workshop was conducted to examine the Board Agenda Preparation process at SOCCCD. The objectives of the workshop were as follows:

- Review the principles of Business Process Analysis (BPA)
- Map the existing process
- Analyze the process map and identify obstacles and potential opportunities for improvement
- Develop a new, streamlined process that ensures transparency, saves time, and improves results

Participants represented the District and the Colleges, Marketing, Public Information, and Facilities. Kari Blinn, from SIG, facilitated the workshop. Participants engaged in a very lively and productive discussion. They identified issues with the current process and listed many opportunities for improvement. This document contains the contents and outcomes of the group's efforts.

## Themes

During the course of the workshop, participants identified issues with the current Board Agenda Preparation process. Themes included:

- Process is long and unnecessarily complex
  - Convoluted
  - Labor intensive
  - Confusing
- Agenda has gotten longer and more detailed over time
- Exception-based
  - Many times, submissions do not meet the deadline nor do they follow the process
  - Makes it difficult to have a standard, predictable process to follow
- Paper-driven
  - Many versions
  - Checking and re-checking – a lot of time spent on low-value tasks – e.g. re-numbering in multiple systems
  - Opaque – cannot see where an item is in the process

## Observations

It is our hope that the following items may be helpful for the project:

- There is a great opportunity to simultaneously enhance transparency while simplifying the process
- Reviewing the level of detail currently in the agenda – and exploring ways to reduce it – could help free up some of the delays in the process
- This process would benefit from agenda management software
  - Provide a single source of information
  - Allow stakeholders to submit and view agenda items 24/7 via the web
  - Eliminate paper
  - Improve accuracy
  - Allow for transparency
- Some Board items are being used for internal processes – e.g. notifying Payroll – this should be fixed so that notifications to appropriate offices are made directly, rather than through the Board agenda

## Next Steps

During the workshop, participants identified many opportunities for improvement (complete list in *Appendix A*). The group identified the most important items to start with. They are as follows:

- Secure executive support
- Present the results of the BPA workshop – with clear recommendations – to the Chancellor’s Executive Council
  - Simplify the process
  - Establish clear guidelines and stick to deadlines
  - Review how much detail should be included in the agenda (see *Appendix C* for topics)
  - Implement agenda management software
- Identify a project leader (“champion”)
- Submit project request – including the procurement of agenda management software – in the 2014-15 proposal cycle (see *Appendix D* for initial list of system requirements)
- If approved, conduct vendor demonstrations. A quick search results in many possible options:
  - eScribe <http://www.escribecorporate.com/>
  - Novus <http://www.novusolutions.com/novusagenda.aspx>
  - Granicus <http://www.granicus.com/> (currently utilized by SOCCCD)
  - Agenda Quick <http://agendaquick.com/>
  - Suite One Media <http://www.suiteonemedia.com/>



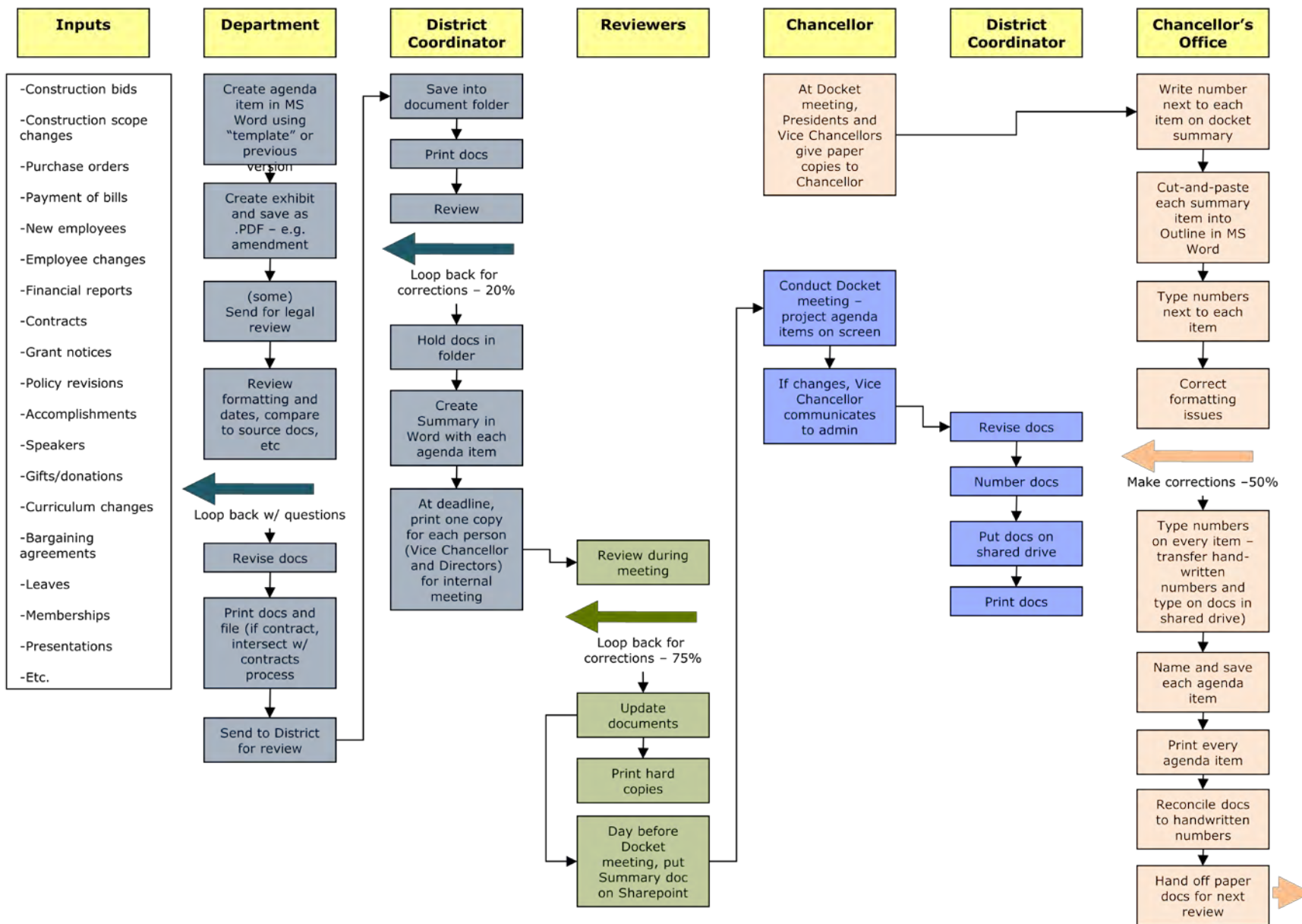
## **Process Maps**

Mapping processes with stakeholders serves as a vehicle to:

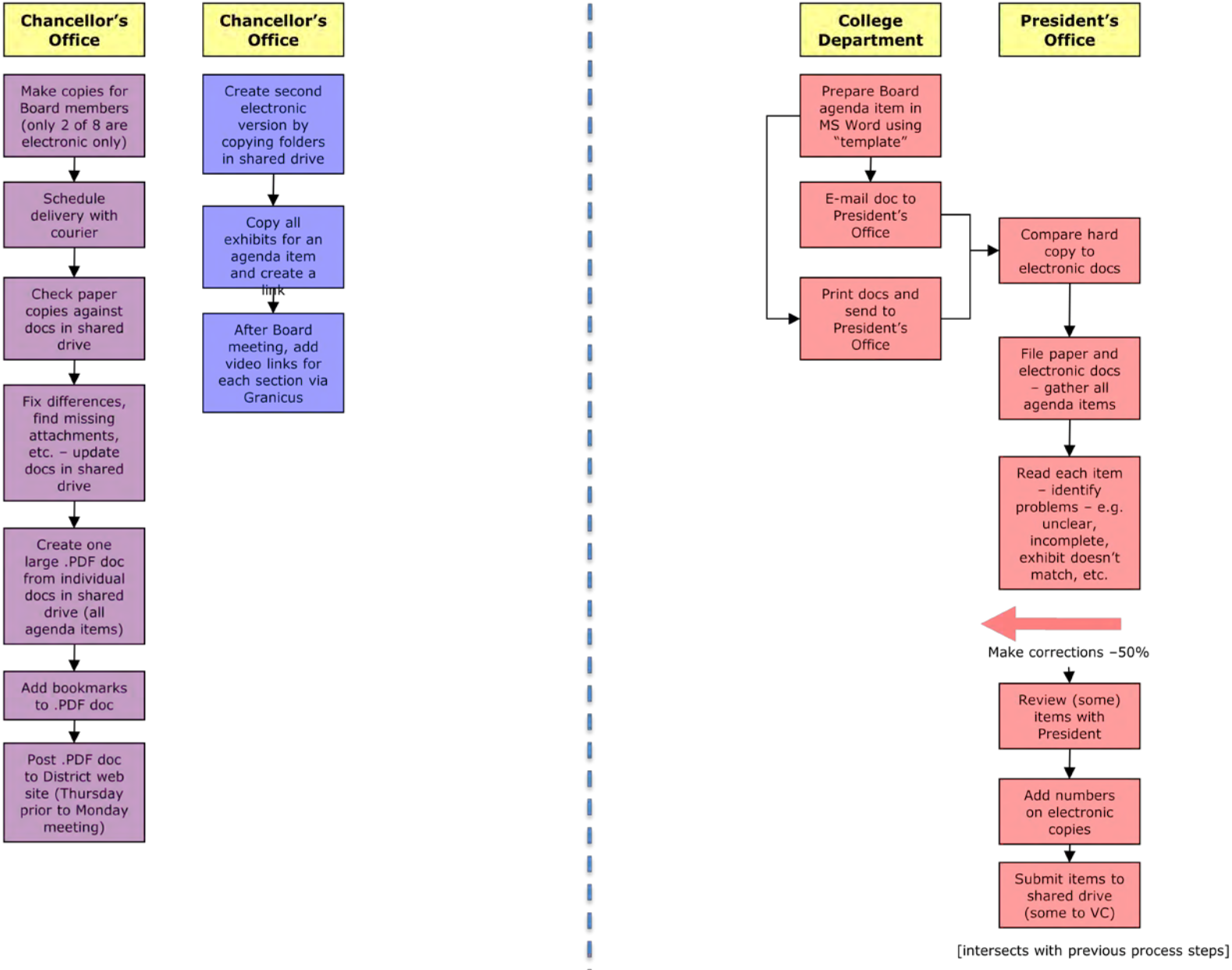
- Identify issues with the current process
- Work together to develop a clear, streamlined, consistent process
- Take full advantage of technology

The pages that follow include the maps of the current process along with an “ideal” process map. Radical simplification will be easy to observe in the maps. The objective is to use the ideal map as a guide as the District and Colleges improve the Board Agenda Preparation Process.

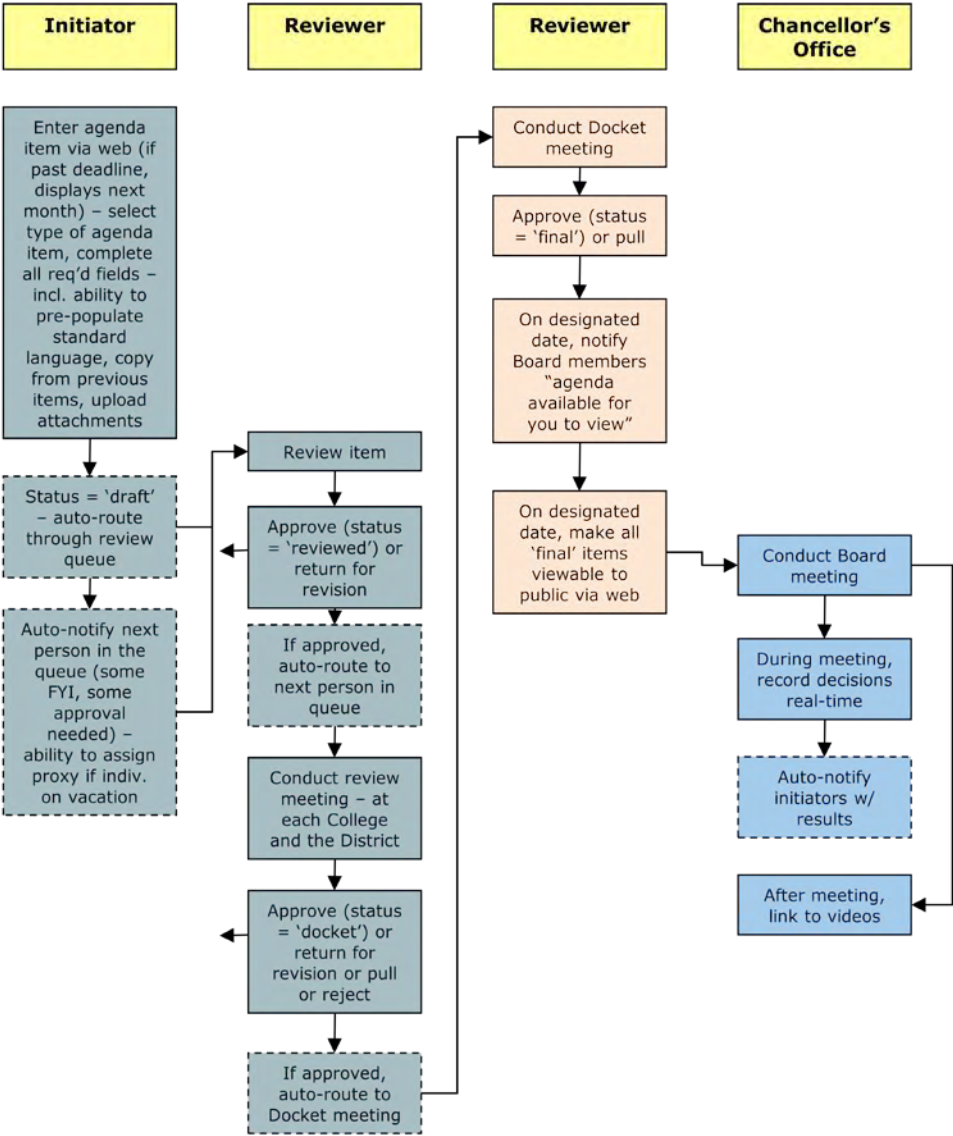
## Current Board Agenda Preparation Process – 1



### Current Board Agenda Preparation Process – 2



### Ideal Board Agenda Preparation Process



Transparent, no paper, items viewable at all stages in the process, track items not progressing, search by keywords

## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Build on improvements already in the works
- Hit the right month – ensure timing makes sense
- Talk about the process early and often – block time out on the calendar
- Overcome silos – e.g. put all items in a single location for all to view
- Pinpoint decision points – clarify the status of a proposal as it moves through the process
- Revisit early deadlines – if the process is shorter, it can start later
- Key to quality – “do it right once” – use a system to require fields from the outset
- Deploy a workflow system – all information in a single location – easy to see approval queues and track a proposal
- Ensure system can take input from ERP – e.g. purchasing and HR transactions
- Identify a point person
- Stop “enabling” – e.g. fixing a proposal rather than sending it back for correction
- Eliminate/reduce paper
- Include administrative assistants in review meetings
- Ensure clear versioning of proposals
- Take notes electronically – in the workflow system
- Make changes during the review meetings – e.g. project proposal and update real-time
- Ensure transparency
- Don’t renumber when an item is pulled
- Fully utilize Granicus – e.g. video links
- Review process with new employees
- Develop a single, unified process to use for all items
- Clarify which items go to the Vice Chancellor – e.g. contracts – and which do not
- Hold a quarterly meeting to identify, discuss, and resolve issues – coordinate master calendar and deadlines
- Utilize a workflow system to enforce deadlines – e.g. when submitting an item, system is configured to put it in the correct month
- Put deadlines on Outlook
- Auto-send reminders
- Attach calendar
- Clarify roles and responsibilities
- Develop and document clear process and procedures
- Explore software options
- Discuss including less detail
  - What’s required vs. FYI?
  - Links to more information if desired – e.g. study abroad itinerary, details of a grant, history of construction projects

- Meet with the Chancellor/VCs/Presidents and present ideas to simplify Board agenda content – then Chancellor could discuss with Board
- Develop a paperless process
- Put all information in one place – e.g. workflow software
  - Ensure transparency
  - Make available 24/7
  - See where an item is in the process
  - Web-based
  - One current version – with history of changes
  - Different levels of access – e.g. view, comment, update
- Same guidelines for everyone – let consequences happen – e.g. move late submissions in the subsequent month
- Fewer review layers – “do it right once”
- Fewer types of agenda items – group into 5 or 6 major categories
- Develop clear communication – “here are the steps, here are examples”
- Implement new software to support improved process
- Align style and language
- Clarify what level of detail is required for the docket meeting
- Tighten up the language

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Forty pages of POs included on the Board agenda – some as small as \$10
- Many hand-offs between individuals, departments, and colleges
- Lots of paper – process is bogged down
- Last minute presentations
- Last minute submissions
- Lack of respect for (awareness of) deadlines
- Process is so long that first deadlines are very early
- Changing administrators results in changes to process – not always communicated
- “Tinkering” with the process – makes it difficult to repeat
- No consequences for late or incomplete submissions
- Negotiations and legal review take time
- Some processes – e.g. teach of the year award – are out of sync with board agenda process
- No set procedures
- Lack of coordination and communication – all the way up
- Lack of checkpoints mid-process
- Each item “comes up” in a silo
- Different levels of detail at docket meeting – e.g. much more required of HR items
- Many versions of agenda items – difficult to sort out the most current one
- Process is manual
- Joint items require an additional layer of coordination
- Colleges out of sync with each other
- Unclear language used in the process – e.g. what’s the difference between an amendment and a resolution
- Many layers – folders, labels, printed documents
- Unclear language
- Too many people involved in the process – lots of room for error
- Layering – electronic process on top of paper process
- When an item is pulled, every other item must be renumbered on multiple documents
- Last minute changes
- If changes occur after paper copies are given to the courier, a replacement copy must be given to Board members
- Process is constantly changing
- When there are changes at the Board meeting, the public view online is inaccurate and the loop is not closed after the meeting
- New process requirements for contracts
- Membership process does not flow smoothly
- Unclear as to when to use joint items
- Many people to coordinate

- Some items incorrectly sent to the District when they should have first routed through the College – “end run”
- Many sources of Board agenda items
- When is a deadline a deadline?
- Many deadlines – confusing to end users
- “Hounding” to get presentations submitted
- Faculty members are infrequent users – process is difficult to understand
- When the Presidents and Chancellor meet, there are no minutes to record decisions made



## APPENDIX C

### Topics for Discussion

As part of the discussion about reducing the amount of detail in the Board Agenda, participants generated a list of topics for consideration by the Chancellor's Executive Council. The idea is for the Board to delegate authority for these details. In brainstorming fashion, group members identified the following items to consider for elimination:

- Vendor name changes
- Room, time, and location for guest speakers (could provide link instead for those who want more detail)
- Job classification descriptions
- New faculty biographies (could provide link instead for those who want more detail)
- If renewal terms stipulated in initial contract, renewals
- Purchase orders less than \$5000
- List of bills paid
- Notification of completion – e.g. new building
- Summary for each item (could summarize by department instead)
- Volunteer "hold harmless" lists
- History of construction contracts (could provide link instead for those who want more detail)
- Change orders if they are within the budget tolerance and guidelines

## APPENDIX D

### System Requirements

On the second day of the workshop, the group developed an “ideal” process for preparing the Board Agenda (see *Ideal* map). The goals are to reduce steps, streamline the process, and ensure transparency. Implementing agenda management software would make these goals possible. Based on the “ideal” map, the software should have the following functionality. From this list, a vendor demonstration script can be developed. Then several vendors can demonstrate according to the script to ensure the best fit for SOCCCD.

- Web-based
- Available 24/7
- Approval queues with both notification and approval functionality
- Set up proxies in the approval hierarchy
- Link to other web pages
- Pre-populate standard language and field values based on agenda item type
- Auto-notify users based on pre-defined criteria
- Searchable – e.g. all items submitted from Biology in the last year
- Configure role-based access – e.g. view only, view and comment, update
- Easy-to-read format after items have been finalized – for the public and the Board
- Upload documents – e.g. exhibits
- Add notification in an ad hoc manner – e.g. FYI to other science department chairs
- Open and close access based on deadlines – i.e. cannot submit a new item after deadline
- Record changes, retain history, ensure proper version is the current version
- Import data from HR/Finance ERP – e.g. POs, new employees, etc.
- Auto-schedule standing items – e.g. every year, every month

**South  
Orange  
County  
Community  
College  
District**

June 20-21  
2013

**Business Process Analysis:**

*Financial Aid Process*

**with Strata Information Group**



## Workshop Objectives

As part of the ERP procurement process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) requirements for the vendor demonstration scripts, and 2) ideal process maps to be used to set the trajectory for the implementation of technology. The objectives are to develop better processes and to take full advantage of technology.

To meet the objectives, a two-day Business Process Analysis (BPA) workshop was conducted to examine the financial aid and scholarship processes at the two Colleges and the District. The objectives of the workshops included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing processes
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of technology
- Set the trajectory toward the “ideal” process

Participants represented Financial Aid, Accounting, Foundation, and IT from Saddleback College, Irvine Valley College, and the District. Kari Blinn, from SIG, facilitated the workshops. Participants were engaged and thoughtful. They articulated the issues with the current processes – and generated many opportunities for improvement. This document contains the contents and outcomes of the group’s efforts.

## Observations

There were many “big wins” identified during the workshop. The “ideal” process map – along with the precursors – displays them in detail. The highlights are as follows:

- Get more money to more students
- Get money to students faster
- Simplify the process
  - Reduce the number of documents required – “DOE requirements and no more”
  - Eliminate/reduce paper
  - Use systems to execute routine transactions
  - Promote close-to-real-time operations – e.g. load FAFSA daily, run auto-packaging daily
  - Clarify process steps and language
- Free people up to use their expertise and experience to serve students personally
- Refund net balances only – total charges minus total payments
- Educate students to link tax info up front
- Implement a fully functional Student Accounts Receivable module
- Utilize SIS as the authoritative source of student information – and feed all necessary data to PowerFails – e.g. addresses

### **Next Steps**

At the end of the workshop, participants agreed to take the following next steps:

- Conduct a follow-up session to cover
  - Refunds
  - Deferrals
  - Vouchers
  - Emergency loans
  - SIS to Escape integration
  - Developing a fully functional Student Accounts Receivable module – start with requirements gathering
- Discuss “pop up” status
- Develop scholarship guidelines
- Establish a project and clarify how to proceed in the context of the ERP implementation

### **Process Themes/Issues**

Process mapping is a technique used to visualize and to correct process problems:

- Choke points
- Layering
- End runs
- Shadow systems
- Unintended consequences “downstream”
- Not scalable
- Focused on symptoms rather than roots
- Paper

### **Benefits of BPA**

- Improved service to students, faculty and staff – e.g. more money to more students
- Enhanced collaboration across the organization
- Streamlined, efficient and effective operations
- Making better use of everyone’s time
- Taking full advantage of technology
- Eliminating redundancies and re-work
- Minimizing errors
- Model best practices

## Systems Used to Support Current Financial Aid and Scholarship Processes

Lots of “moving parts” make a process difficult to execute – and always longer than desired:

- FAFSA (EdConnect)
- PowerFaid
- SIS
- CCCApply
- IRS Tax Transcript
- COD
- QuickBooks
- Excel
- G5
- Disbursement Review
- Wells Fargo
- HigherOne
- Escape
- Quicken
- SF

## Issues with Current Processes

During the workshops, participants identified issues with the current processes. Themes included the following:

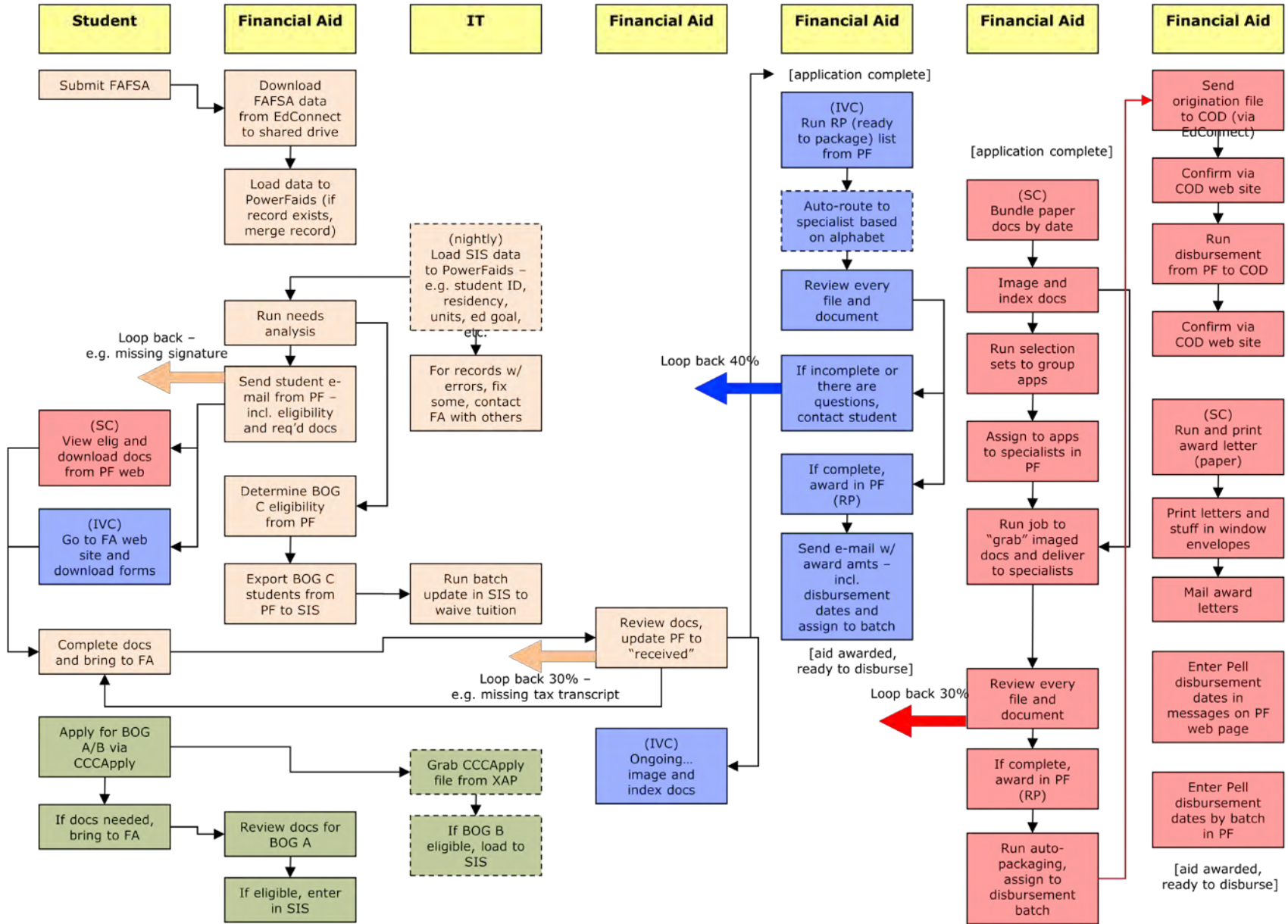
- Process is long and unnecessarily complex
  - Less money to fewer students
  - Too many steps – many hand-offs within and between departments
  - Sequential (rather than parallel)
  - Fragmented
  - Manual
  - Checking and re-checking – reconciling Excel to QuickBooks to bank, etc.
  - Not scalable to growth
- Paper driven
  - Many documents required of students
  - Lost documents
  - Checks are paper
- Systems not integrated
  - No single system of record
  - Duplication - entering the same data 3, 4, and 5 times
  - Maintaining multiple systems – e.g. Excel sheets, QuickBooks, Quicken, STARS, SIS, etc.
  - Significant overhead (staff time) costs
  - Lots of room for error
  - Not real-time – “batch” mind set

## Successful Projects

At the end of each workshop, participants discussed their experiences with successful projects. Some of the keys to successful projects are:

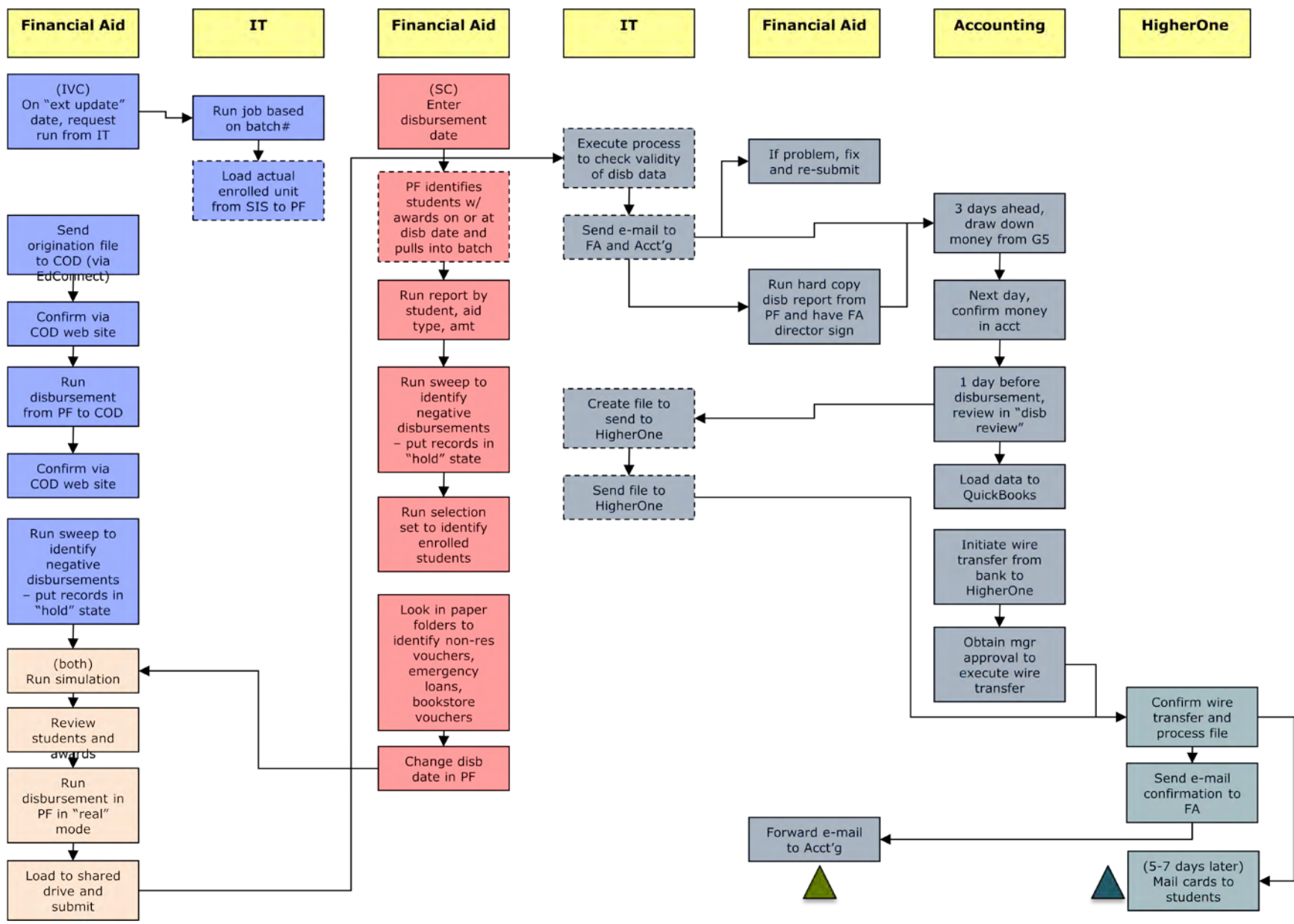
- Executive support
- Clear project plan
  - Measurable deliverables
  - Realistic timeline
- Strong project management
  - Management of scope – focus, focus, focus
  - Adherence to timeline
- Clear business owner/change “champion”
- Alignment of information technology
- Resources – time, tools, and money
- Implementation team made up of representative stakeholders – people who have “skin in the game”
- Over-communication

### Current Financial Aid Awarding and Disbursement Process – 1

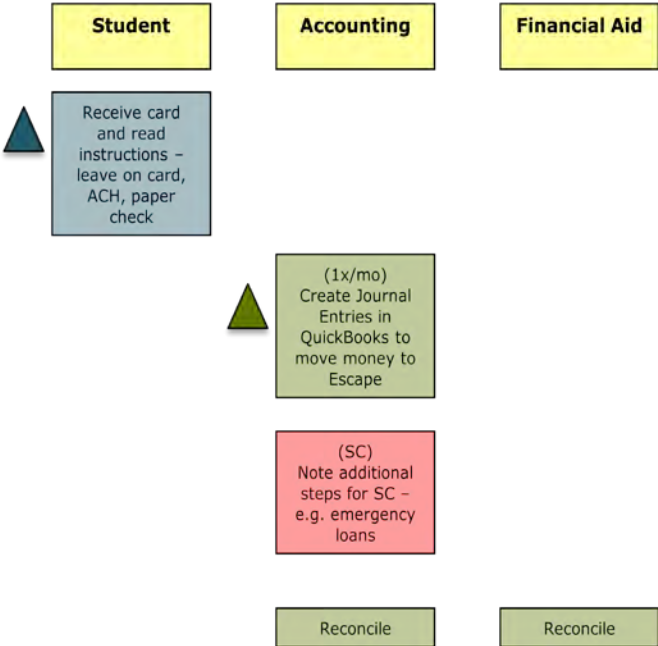




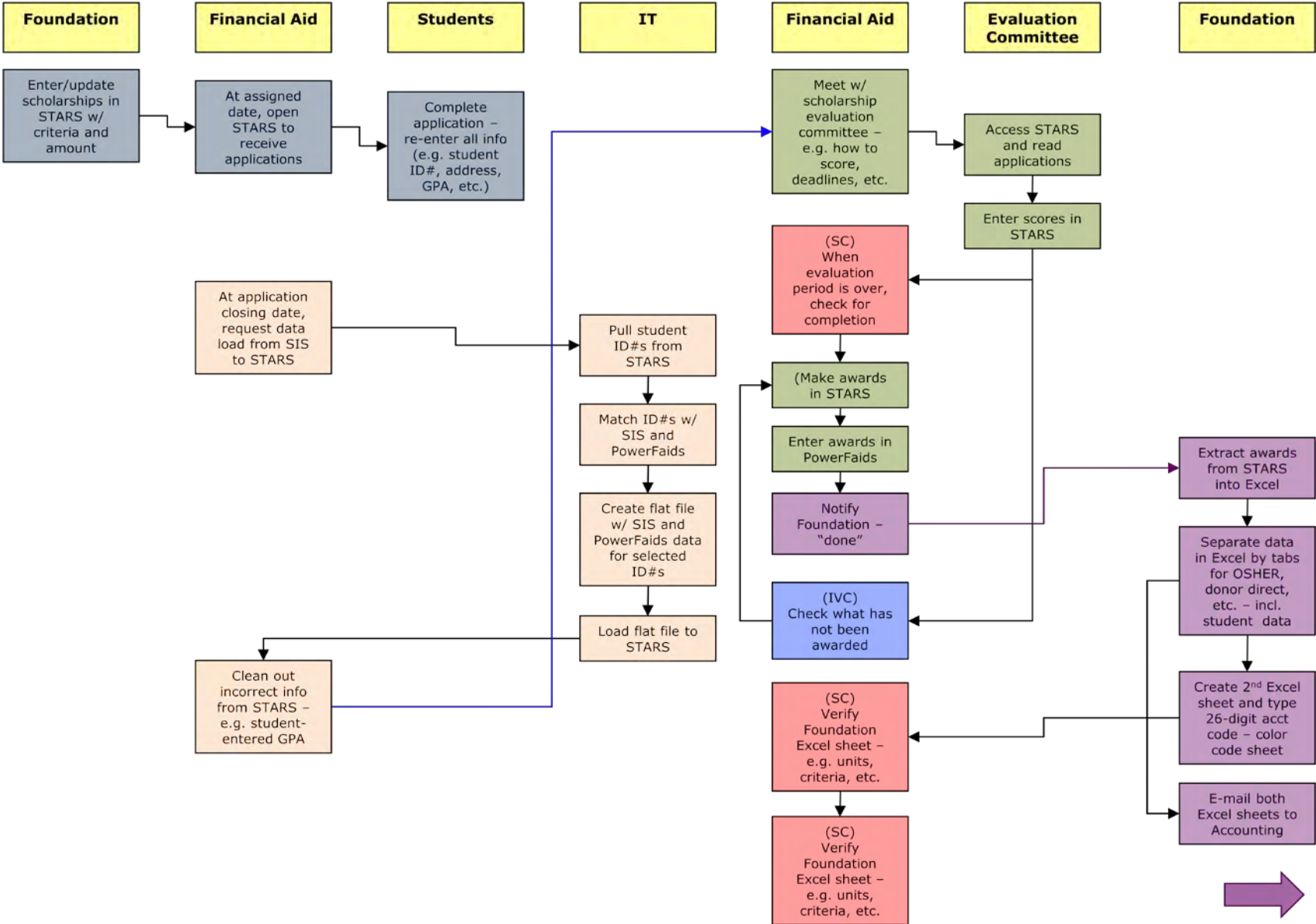
### Current Financial Aid Awarding and Disbursement Process - 2



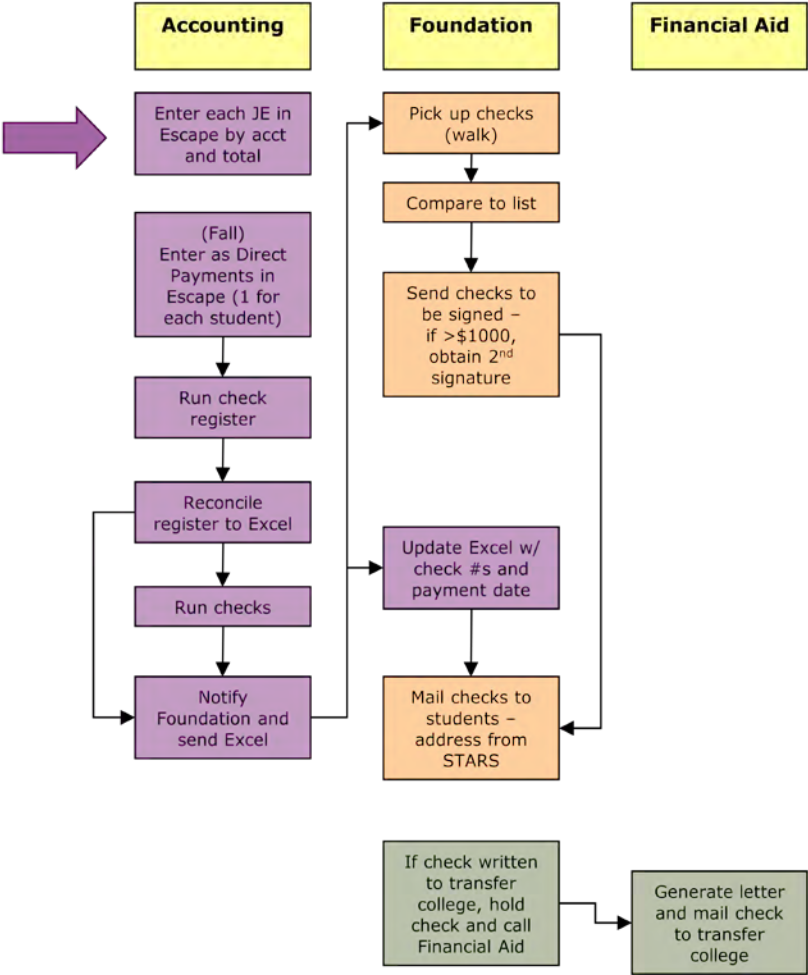
### Current Financial Aid Awarding and Disbursement Process – 3



Current Scholarship Process – 1



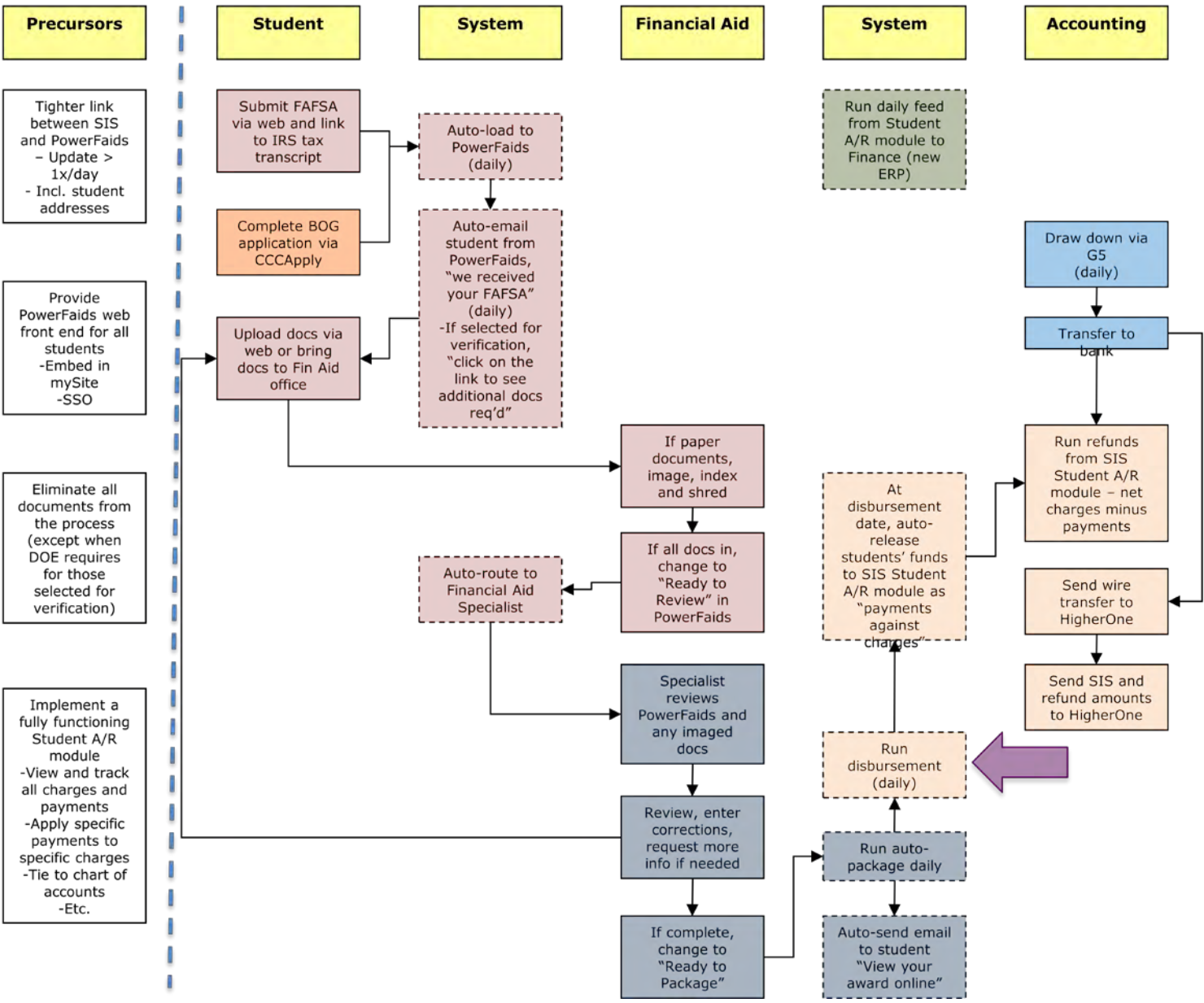
### Current Scholarship Process – 2



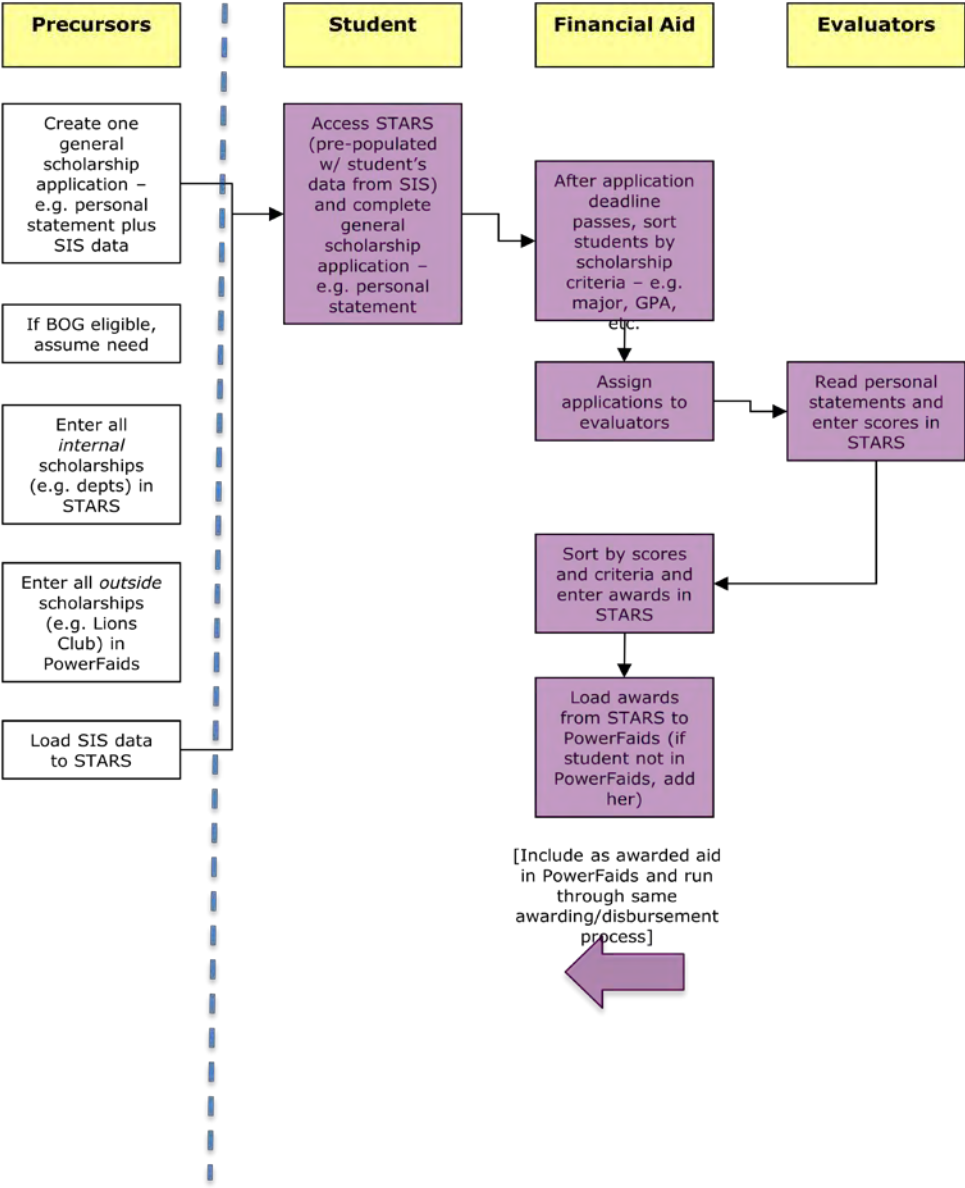
## Characteristics of Redesigned Processes

- Simplicity replaces complexity
  - Design around the rule and handle the exception
  - Dramatically reduce the number of steps
  - Add clarity and consistency
  - Shorten cycle times – fast from start to finish
  - Ensure process flows smoothly
- Integration replaces fragmentation
  - Single system of record
  - Clean integration when necessary
  - Fully utilize technology (resist “layering” paper on top)
  - Eliminate the need for shadow systems
  - Eliminate duplicate data entry
  - Eliminate paper
- Significantly improve the experience for both “consumers” *and* “suppliers”
  - Provide opportunities for self-service – “get what I need, when I need it” – 24/7 access from any location
  - Free up staff and faculty for more meaningful engagement – and less time entering and maintaining data

### Ideal Financial Aid Awarding and Disbursement Process



### Ideal Scholarship Application and Awarding Process



## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

#### *Overall*

- Get more money to more students
- Get money to students faster
- Simplify the process
- Eliminate/reduce paper
- Use systems to execute routine transactions
- Free people up to use their expertise and experience to serve students personally
- Close-to-real-time operations
- Refund net amount – total charges minus total payments
- Clarify process and language
- Reduce the number of documents required – “DOE and no more”
- Allow Financial Aid to update address in SIS – SIS is “authoritative source” for students’ addresses
- Encourage students to update their addresses using mySite
- Obtain data – rather than imaged documents – wherever possible
- Collect data rather than documents
- Ensure sufficient technical support for Financial Aid
- Have both colleges work together as a unit – use the same process
- Get out of “police” mode – e.g. non-verified is non-verified
- Encourage State to use FAFSA to determine BOG eligibility

#### *Application, Student Access, and Packaging*

- Implement PowerFails web front-end at IVC – all students can access web
- Use FAFSA as primary source of information
- Ensure up-to-date mailing address – encourage students to update via web
- Develop process and infrastructure for students to submit all information electronically
- Explore iDoc in PowerFails
- Explore forms in PowerFails to obtain additional information
- Give students confirmation of receipt of documents – use web front-end for all up-to-date information
- Make link between FAFSA and tax transcripts early in the process
- Provide more, clear information via web – ensure transparency – students can see where they are in the process at all times
- Integrate financial aid with mySite – students go to one place for all information
- Provide online award “letters” – discontinue mailings
- Use clear language



- Use metrics to predict timing for students – e.g. “We received FAFSA on [date X], you can expect to view your award on [date Y]”
- Explore ways to understand (diagnose) the reasons students come to campus (SARS contact codes?) – then address three major reasons via web/clearer process/proactive communication/etc.
- Use PowerFails e-mail functionality to e-mail en masse rather than 1-by-one – can still send personalized e-mail messages en masse
- Record all interactions with students – even if they submit only some forms
- Ensure correct address is in PowerFails – add to feed from SIS
- Auto-packaging – use full functionality of PowerFails
- Run all processes daily – e.g. load FAFSA data and corrections, auto-packaging, disbursement
- Let 80% of “simple” financial aid applications flow through easily – e.g. FAFSA to award in 24 hours – address 20% as exceptions
- Link PowerFails to SIS – close to real-time
- Allow students to upload docs online
- Consider one instance of PowerFails – can it be configured to keep data separate between the colleges
- Explore discontinuing storing SSN in SIS
- Financial Aid stores SSN and is the “authoritative source” of this data element
- Improve interface between PowerFails and SIS – pass changes only, closer to real-time
- “A student is a student is a student” – whether at IVC or SC – one DOE ID number, take a “District” perspective, single, unified process for students
- Say goodbye to SF – all go through the same process
- In the short-term (until all students have access to PowerFails web), e-mail award letter as an attachment rather than paper letter via USPS
- Monitor decision about using “prior prior” tax year to determine EFC
- Gather mobile phone numbers in order to utilize text messaging – “your award is available online”

#### *Disbursement, Refunds, and Accounting*

- Disburse all financial aid (all refunds) via HigherOne card
- Explore discontinuing paper report – run and view online – use QB
- Disburse aid earlier
- Reduce need for emergency loans (workarounds) by solving root issue – i.e. disburse early and often
- Allow loans for legitimate emergencies
- New finance ERP will allow District to discontinue the use of QuickBooks
- Use the same reconciliation process for both colleges
- Reduce the number of systems being used – thereby reducing significant reconciliation tasks
- Refund net amount – total charges (tuition, fees) minus total payments (financial aid, credit card, cash)
- Discontinue the use of paper checks – encourage direct deposit or HigherOne card
- Need fully functioning Student A/R module
- “A refund is a refund is a refund” – refund the net amount (after tuition and fees) rather than the entire amount
- Pursue direct deposit for refunds

- Eliminate mailing address problems
- Eliminate \$20 lost card charge
- Eliminate per card fee
- Eliminate check fee
- Automate draw down
- Manage Federal funds separately – G5
- Cut out bank step in the draw down – draw down to HigherOne – skip HigherOne for students using direct deposit
- Require direct deposit – students can enter bank information using mySite
- HigherOne can send text messages – “your refund has been sent”
- Develop a fully functional Student A/R module – e.g. can apply payments (scholarships) to specific detail codes (tuition or books)

### *Scholarships*

- Obtain all inside scholarships are in STARS at the beginning of the process – e.g. 4 at \$500 rather than 1 at \$2000
- Enter scholarships in STARS earlier
- Ask for donation and commitment
- Clearly define terms – scholarship, grant, loan, stipend, etc.
- Clarify “awards”
- All scholarships should flow through the same process
- Rename “pass-through” scholarships to “outside” scholarships – e.g. Kiwanis
- Get additional training on STARS in order to take full advantage of its functionality
- Upgrade STARS
- Integrate STARS with SIS – don’t ask students to enter data we already have
- Provide steps, “If you’d like to provide a scholarship, here are the steps...”
- Ensure good stewardship of all resources
- Follow up with scholarships applicants who start the process but who do not finish
- Encourage donors to have “thin” scholarship criteria
- Reconsider faculty letters of recommendation – do they add value and insight to the process?
- Reconsider copying scores from one scholarship to another
- Ensure evaluators evaluate all students in their queue
- Include account number in STARS
- Import from STARS to Escape
- Clarify process to scholarship providers – “If you’d like to award a scholarship, here’s the process”
- Good stewardship of funds
- Follow up with students who start the scholarship application process but who do not finish – e.g. workshops, essay preparation, marketing
- Consider one general scholarship application – rather than students selecting specific scholarships
- Meet with academic departments to discuss scholarship criteria and process – provide clear guidelines
- Ensure VPI, VPSS, President, Fiscal Office, Foundation all on the same page
- Explore discontinuing letters of recommendation for scholarships

- If retained, provide letter of recommendation online via STARS
- Don't ask for more than the specified criteria
- Consider asking all scholarship applications for a personal statement (subjective) – all other criteria are facts (GPA, major, units, etc.)
- Agree on scholarship philosophy, then develop the process
- Educate donors – fewer criteria
- Get pledges earlier in the process
- Deposit outside scholarships (e.g. Lions Club) to Foundation checking account

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

#### *Overall*

- Process is “chunky” – passing data between many systems – Federal/State/College – and shadow systems
- Grew from 5000 applications to 14,000 applications – process bogged down (not scalable)
- Feds change the rules

#### *Application, Student Access, and Packaging*

- PowerFails and SIS not in sync (real-time) – addresses not updated from SIS to PowerFails
- When some FAFSA records do not load to PowerFails, they do not get resolved
- Common error – no signature (electronic approval) on FAFSA
- One day lag when sending award to students
- IVC does not have PowerFails web front-end for students
- Requiring Financial Aid Supplemental application (paper) for all students – but is only being used to identify some cosmetology students
- If application is late or there is BOG cross-over, criteria don’t match
- Students who complete FAFSA but never enroll
- Lost documents
- MySite does not include financial aid
- Online presentation is not “pretty”

#### *Disbursement, Refunds, and Accounting*

- No “wobble room” with COD – can come up short – cash flow problems
- Escape is out-of-date for up to a month
- Any adjustments are manual – e.g. overpayments, R2T4, etc.
- No true Student A/R module in SIS – therefore enter and track scholarships manually – e.g. pay only for books
- Money accrued spans fiscal years – difficult to track
- Tracking information in multiple spreadsheets between Financial Aid and Accounting
- Manual process leaves room for error

#### *Scholarships*

- Not in compliance with OSHER scholarship rules
- Some students do not select specific scholarships when they apply
- Outside scholarships are processed through a different account
- “Selected” scholarships are not appropriate

- Checking scholarship criteria manually – even though the information is in SIS (e.g. GPA, units, etc.)
- OSHER scholarships have more requirements – and requires more training
- Configuring STARS is cumbersome, challenging
- Some scholarships evaluators do not evaluate all students assigned to them
- To apply for a scholarship must go to yet another system
- Clubs and grants have their own processes – entered in STARS later, but in time for ceremony
- Inactivating and reactivating scholarships
- STARS is “clunky” for students – results in calls to the office
- A few years ago 40% of scholarship applicants started but did not finish – now 70%
- Some scholarships criteria are difficult to monitor
- Incorrect ID numbers in STARS
- Can’t schedule data loads to STARS
- Some believe that “some students get too many scholarships” – does that create a bias?
- Department grants tracked separately – and can cause students to exceed the maximum
- Vulnerable – e.g. walking checks across campus
- Sometimes don’t get checks – wrong address
- Award ceremony is manual process

# South Orange County Community College District



## **Business Process Analysis:**

### ***Benefits Administration Process***

August 19 – 20, 2013



**Strata Information Group**

## Workshop Outline

As part of the ERP procurement process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) requirements for the vendor demonstration scripts, and 2) ideal process maps to be used to set the trajectory for the implementation of technology. The objectives are to develop better processes and to take full advantage of technology.

To meet the objectives, a two-day Business Process Analysis (BPA) workshop was conducted to examine the benefits administration process at SOCCCD

. The objectives of the workshops included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing processes
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of technology
- Set the trajectory toward the “ideal” process

Participants represented Benefits, Accounting, Risk Management, Human Resources, Payroll, and District IT. Kari Blinn, from SIG, facilitated the workshops. Participants were engaged and thoughtful. They articulated the issues with the current process – and generated many opportunities for improvement. This document contains the contents and outcomes of the group’s efforts.

## Process Issues

Process mapping is a technique used to visualize and to correct process problems. The group reviewed the following symptoms:

- Choke points – when all paths lead to a single person
- Layering – adding automated steps on top of paper steps
- End runs – disregarding the established process entirely and jumping to the end
- Shadow systems – entering the same data in multiple systems – e.g. Excel, Access
- Exception-based – complexity resulting from “one time five years ago, event ABC happened”
- Unintended consequences “downstream”
- Not scalable – the process breaks under increased volume
- Focus on symptoms rather than roots
- Paper-heavy – long, opaque, sequential, inefficient

## Themes

During the course of the workshop, participants identified issues with the current benefits administration process – from selection to vendor payment. Themes included:

- Process is long and unnecessarily complex
  - Convoluted
  - Labor intensive and manual
  - Confusing to new employee
  - Missing hand-offs between departments
- Lots of moving parts
  - Systems are not integrated
  - Departments operating in silos
  - Entering the same data many times
  - Non-value added reconciliation steps
- Paper-driven
  - Many forms with the same information
  - Opaque – cannot see where an item is in the process



### **Next Steps**

During the workshop, participants identified many opportunities for improvement. The group selected several to be pursued in the short term. They are as follows:

- After new employee is on the job for one month, Benefits will follow up to see how she is doing
- Set up recurring invoices in Escape
  - Send all checks to Accounting
  - Run exception report to identify non-payers
- HR to send Chancellor's Authorization to Benefits
- Discontinue sending employee health information to Student Health Center
- Cross-train Benefits staff to enter information

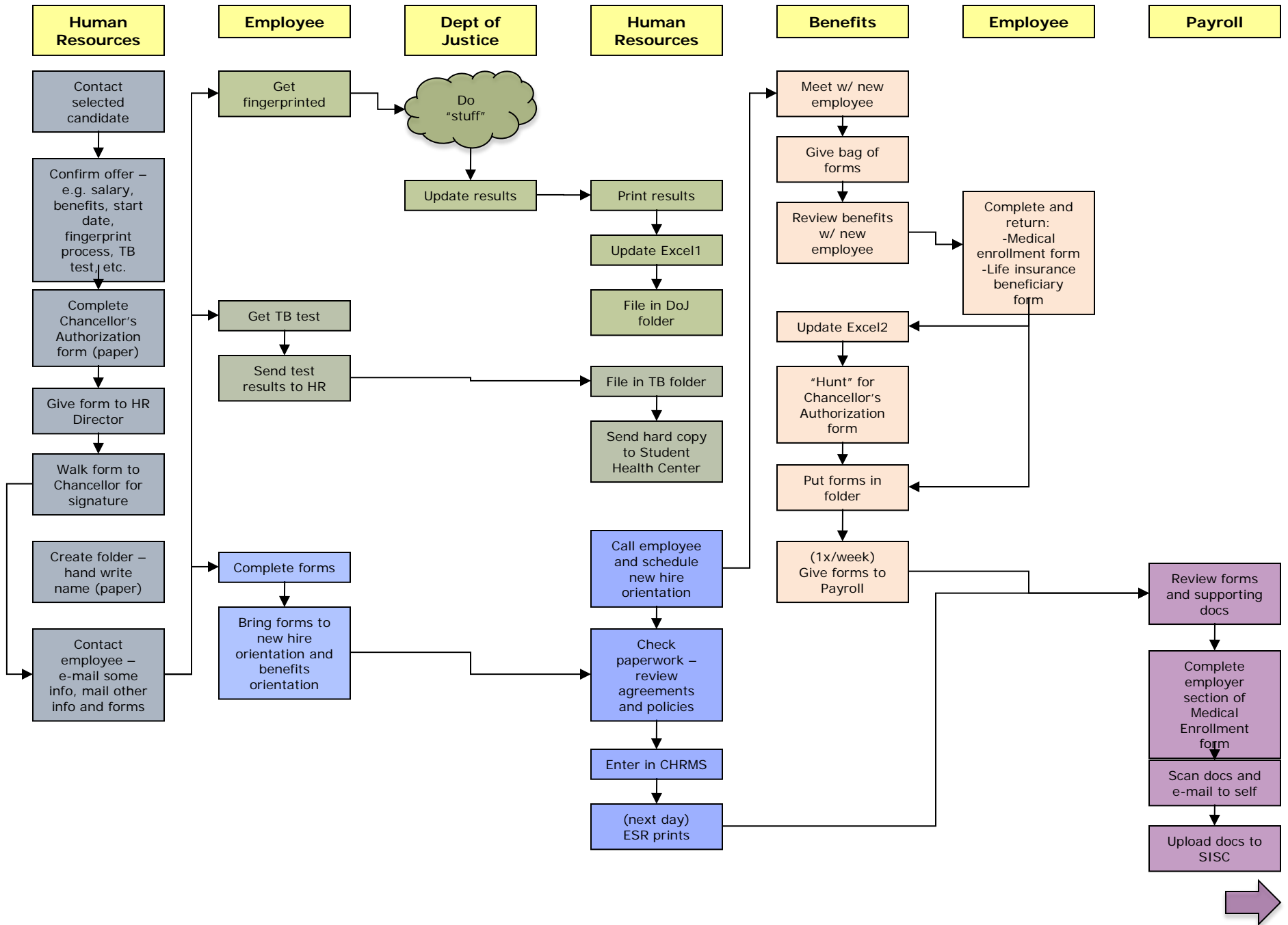
## **Process Maps**

Mapping processes with stakeholders serves as a vehicle to:

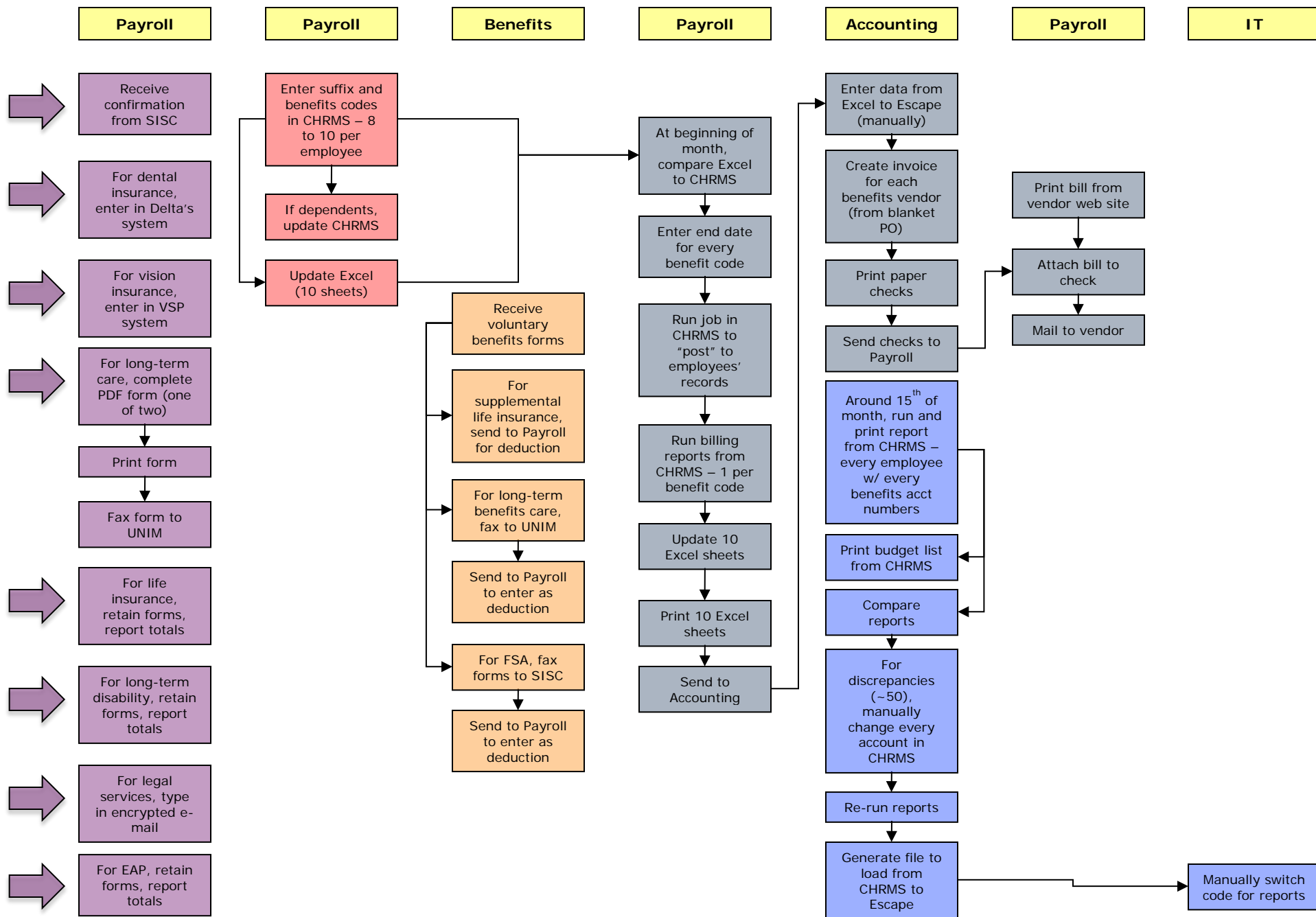
- Identify issues with the current process
- Work together to develop a clear, streamlined, consistent process
- Take full advantage of technology
- Set the trajectory for implantation of the new ERP

The pages that follow include the maps of the current process along with an “ideal” process map. The objective is to use the ideal map as a guide as SOCCCD improves the benefits administration process.

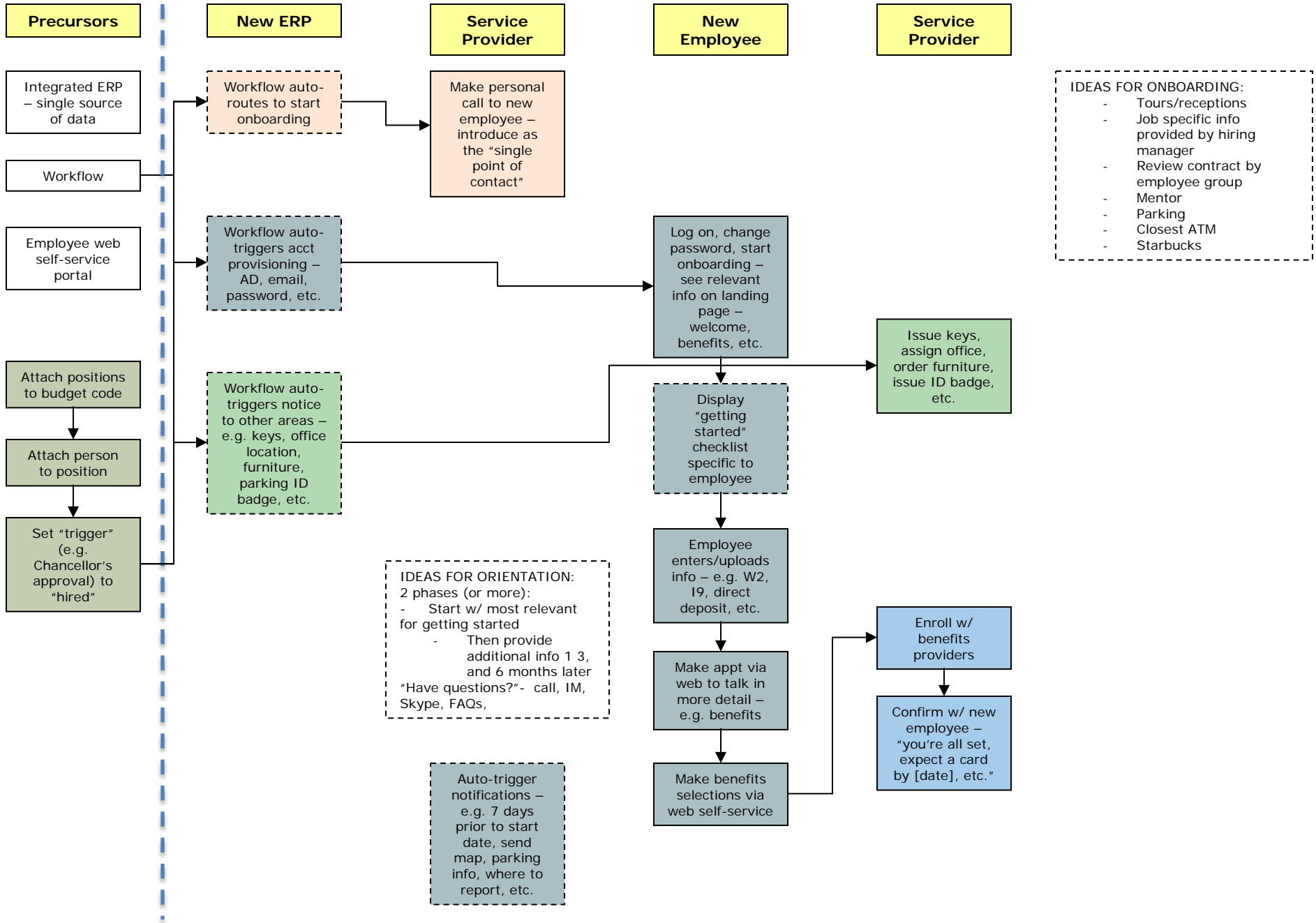
# Current Benefits Process: From Selection to Vendor Payment (1)



# Current Benefits Process: From Selection to Vendor Payment (2)



# Ideal Benefits Process: from selection to vendor payment



## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Eliminate paper from the process
- Communicate electronically rather than via campus and snail mail
- Provide a single point of contact for a new employee – overcome silos
- Call out most important information for each approver – e.g. what items does the Chancellor want to review?
- Deploy workflow – approve, notify, remind electronically
- Ask, “What steps can we do in parallel?” – e.g. start benefits information sessions while TB and fingerprint testing is proceeding
- Clarify what activities a new employee is eligible to get paid for – e.g. orientation
- Re-consider terminology – e.g. benefits “orientation”
- Organization chart should not matter – create a seamless process from HR to Benefits to the hiring department
- Review benefits early in the process – “total compensation”
- Give copy of Chancellor’s Authorization form to Benefits
- Utilize automatic workflow to route activities through the process
- Implement employee self-service – e.g. address changes, update exemptions, select benefits, etc.
- Give employee access to systems early in the process
- Provide a single source of information to new employees
- Utilize different media for onboarding new employees – e.g. videos
- Use employee self-service to present a checklist of activities “Getting Started at Saddleback/Irvine Valley”
- Obtain specific, clear information from HR – not interpreting information from the Board agenda
- Establish a clear hand-off between HR and Benefits
- Shift from “batch” thinking to “real-time” thinking – trigger next event as it happens, not once a month or once a week
- Ideally, new employees are covered by insurance from Day One
- Employee maintains own information via self-service – e.g. address changes
- Develop a unified benefits administration process
- Record date of birth early in the process from a legitimate source
- Have HR notify other departments – e.g. terminations
- Pay vendors electronically
- Account for benefits by a rate
- Pay electronically for recurring payments
- Consider using Escape for self-pay – auto-notify Payroll
- Create better infrastructure
- Revisit 10 month vs. 12 month deduction
- Vendors send all invoices to A/P
- Encourage vendors to send invoices via e-mail

- Explore paying vendors quarterly
- A/P gets the current report from CHRMS, not the Budget report (ensure the correct source for account numbers)
- When the Chancellor's Authorization form is signed, let that serve as the trigger for one, unified e-mail to be sent to new employee
- Utilize PA7 for onboarding
- Scan docs and then shred them
- Explore whether SISC can provide additional services
- Use a service to verify identity
  - Discontinue copying and filing copies of drivers' licenses
- Provide new employees with information when they need it – not all at the beginning – e.g. crime statistics
- Conduct group information sessions – rather than one-on-one
- Differentiate between “approval needed” and “notification” – don't stop the process for the latter
  - Clarify who is responsible for what
  - Identify what each approver is approving
- Key to quality – “do it right once” – rather than checking and re-checking
- Let managers manage – and reduce the layers of approvals

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Paperwork – paper-driven, paper-heavy process
- Must “hunt down” forms
- Using the Board agenda as a process trigger rather than information from HR or the system
- Orientation is too late for benefits selection
- Bifurcation between HR and Benefits – creates confusion for employees
- Sometimes Benefits is not notified by HR of a new employee
- Long process – many approvals, paper forms get stuck on desks
- Piles of paper
- Employee medical information is transferred to the Student Health Center – significant risk
- TB tests are not current
- Creating a “fake” SSN so new employees can get login credentials – ineffective workaround
- Then have to “remember” to use the actual SSN
- Gap – some miss the explanation of STRS/PERS
- Can’t answer all the questions in a packet
- When there are changes – e.g. increase in hours, change of status – not always notified by HR
- Some new employees are not insured for 30 days
- “Chase down” Chancellor’s Authorization Form
- Massively redundant data entry – e.g. entering or writing SSN 15 to 20 times
- No master list for life insurance
- When something goes wrong, hard to figure out cause
- Lots of steps in the process
- Must update addresses in many places
- Lack of internal controls – e.g. billing vendors
- Charging the benefit cost rather than the rate – too granular
- Accounting does not always receive the needed information – e.g. an employee who is working out of class
- Account numbers in Budget module do not match those in the Benefits module – results in huge monthly reconciliation
- Manually calculating percentages
- Deductions 12 months versus 10 months
- Accounting is re-entering same data in CHRMS
- Incorrect charges
- Various departments not notified of changes
- Unclear process steps – e.g. word of mouth or Board agenda for resignations
- When HR enters information with a future date, not ESR is printed, therefore no one is notified
- Benefits is tracking A/R payments and collections – not the proper place for receivables
- Two checks – one for vision/dental and one for medical
- Difficult to track part-time counselors – either not current work working at more than one location



- PT report is not entirely accurate – e.g. full-time, now retired, come back part time
- No record in CHRMS for part time benefits

# South Orange County Community College District



## **Business Process Analysis:**

### ***Contracts Approval Process***

September 3 and 4, 2013



**Strata Information Group**

## Workshop Outline

As part of the ERP procurement process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) requirements for the vendor demonstration scripts, and 2) ideal process maps to be used to set the trajectory for the implementation of technology. The objectives are to develop better processes and to take full advantage of technology.

To meet the objectives, a two-day Business Process Analysis (BPA) workshop was conducted to examine the contracts approval process at SOCCCD. The objectives of the workshop included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing process
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of technology
- Set the trajectory toward the “ideal” process

Participants represented College Business Offices, Foundation, District Accounting, District Fiscal Services, and College IT. Kari Blinn, from SIG, facilitated the workshops. Participants were engaged and thoughtful. They articulated the issues with the current process – and generated many opportunities for improvement. This document contains the contents and outcomes of the group’s efforts.

## Process Issues

Process mapping is a technique used to visualize and to correct process problems. The group reviewed the following symptoms:

- Choke points – when all paths lead to a single person
- Layering – adding automated steps on top of paper steps
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- Exception-based – complexity resulting from “one time five years ago, event ABC happened”
- Unintended consequences “downstream”
- Not scalable – the process breaks under increased volume
- Focus on symptoms rather than roots
- Paper-heavy – long, opaque, sequential, inefficient

## Themes

During the course of the workshop, participants identified issues with the current contracts approval process. Themes included:

- Process is long and unnecessarily complex
  - Cumbersome
  - Layers of approvals
  - No single entry point
  - Lots of steps
  - Everyone doing the process differently
- Lots of moving parts
  - Multiple “shadow” systems – e.g. SharePoint, Excel
  - Parallel processes – out-of-sync, confusing
- Paper-driven
  - Opaque – cannot see where an item is in the process
  - “Wet” signatures required
- Not maximizing current purchasing system
  - Auto-routing
  - Inconsistent controls

## Next Steps

During the workshop, participants identified many opportunities for improvement. The group selected several to be pursued in the short term. They are as follows:

- Speak with other colleges about how they handle software agreements with Ts and Cs
- Clarify and categorize contract types
- Create a grid and an FAQ to describe
- Utilize SharePoint until new ERP implemented – quality, visibility, routing

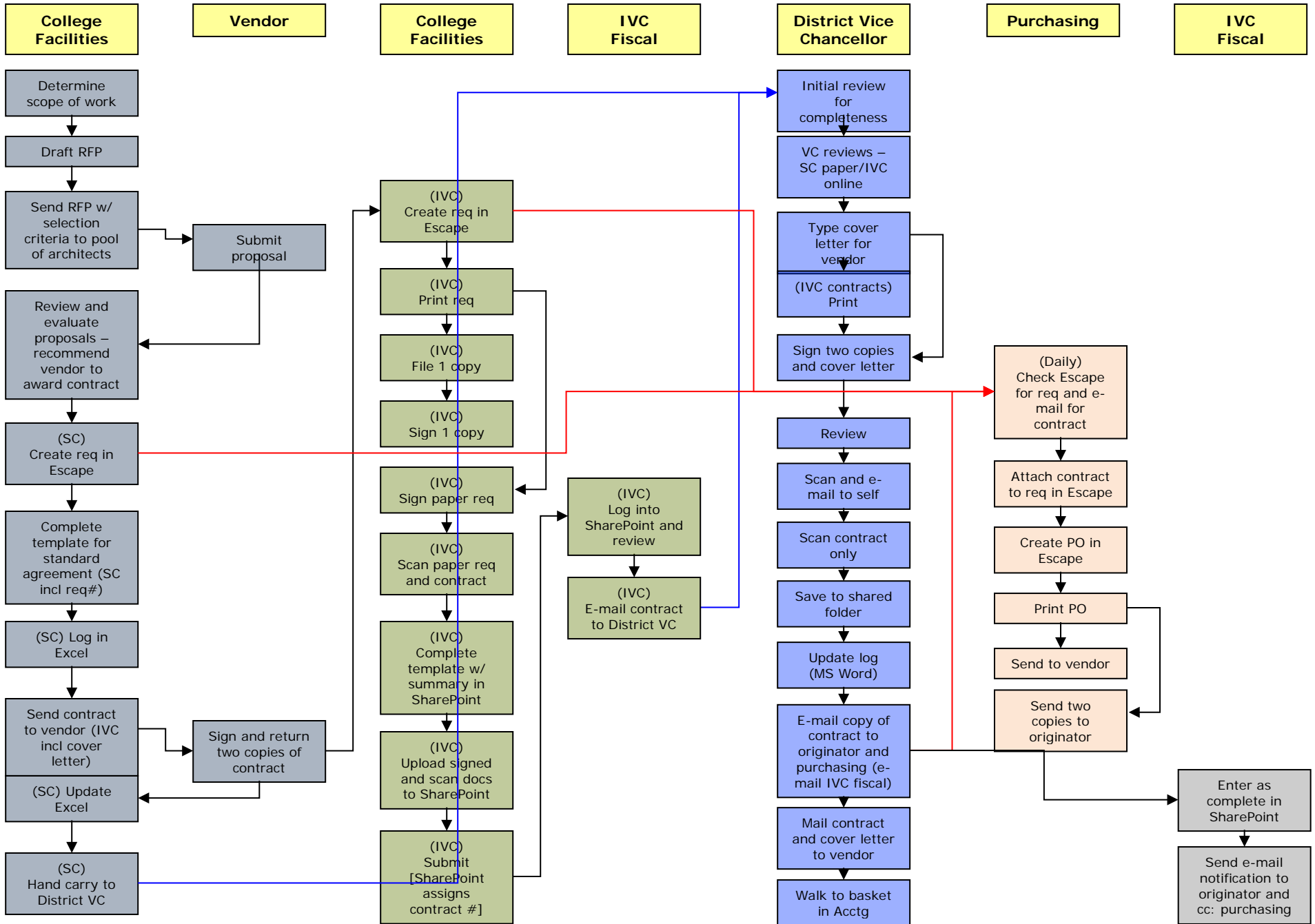
## Process Maps

Mapping processes with stakeholders serves as a vehicle to:

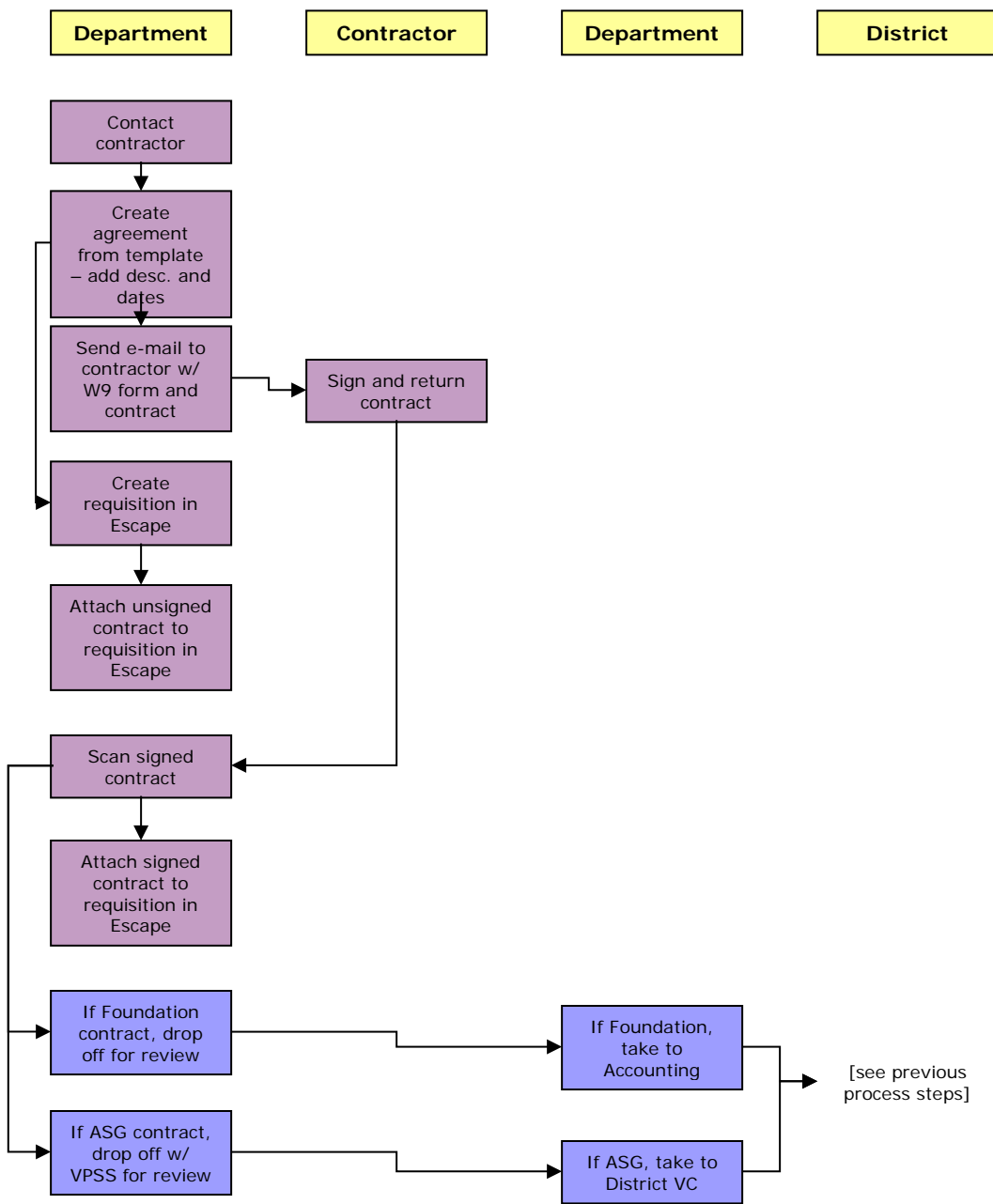
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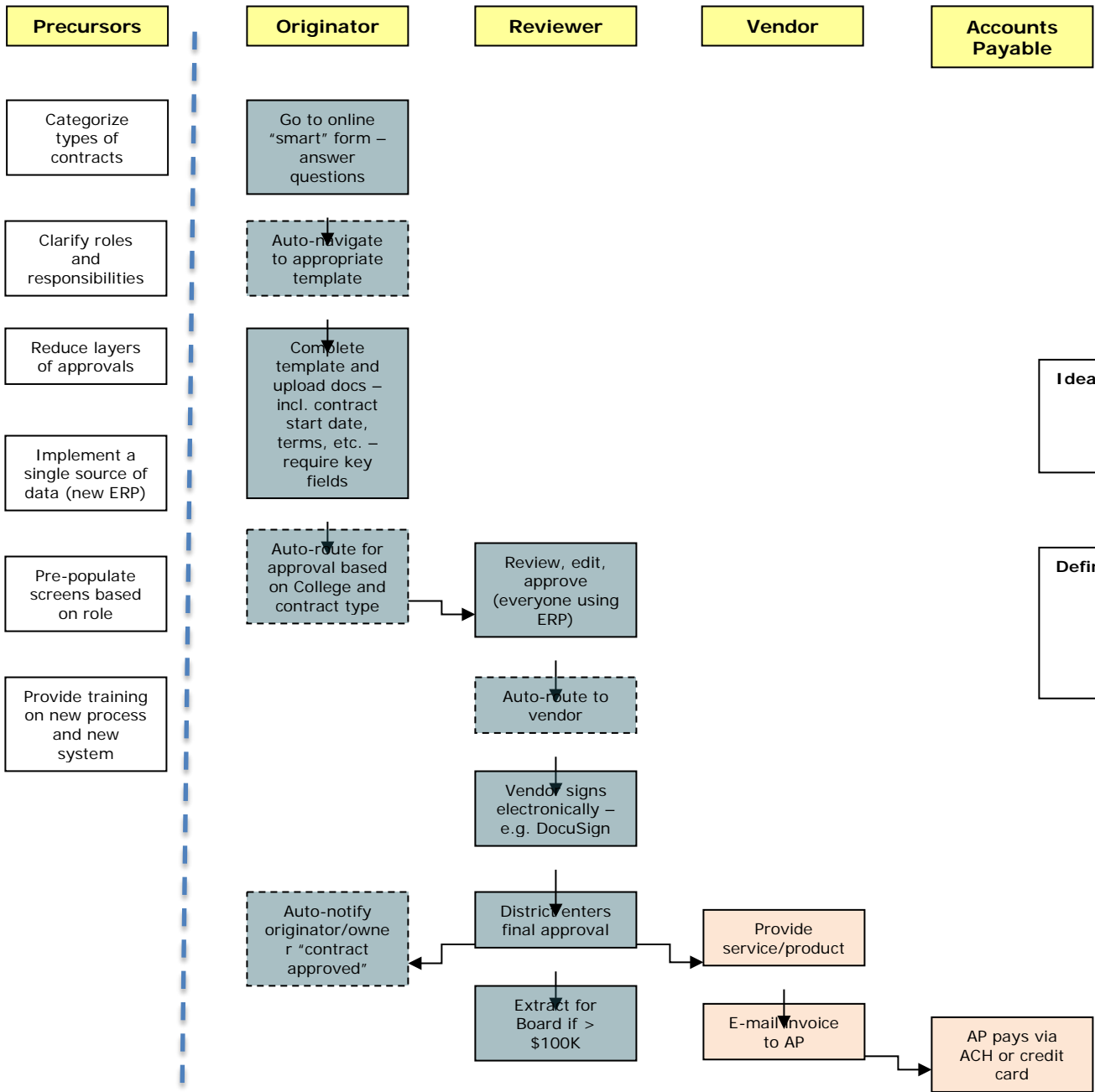
# Current Contracts Approval Process – Repair < \$100,000



# Current Contracts Approval Process – Independent Contractors



### Ideal Contract Approval Process



- Ideas:**
- Vendors approaching \$83K
  - Auto-reminder 60 days prior to contract expiration
  - Auto-review multi-year contracts

- Definitions:**
- If it's a service, it's a contract
  - If it's a 1-time repair <\$5000, it's not a contract
  - If there are Terms and Conditions, it's a contract
  - If it's an "agreement," it's a contract

## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Utilize workflow to route contracts electronically – similar to what IVC is doing with SharePoint
- Clarify who reviews what – and for what criteria
- Consider new thresholds – e.g. if under \$X, review later and use exception reports
- Identify different “experts” to review different contracts – e.g. subject matter, legal, etc.
- Identify a single point of contact for contracts
- Determine whether or not contract is needed by type then dollar amount
- Develop a nimble process – and negotiate discounts
- Develop an annual “blanket” agreement – simply update description and amount
- Link requirements and contracts
- Create a library of samples of approved contracts – don’t reinvent every time
- Use multi-year requirements for multi-person contracts
- Avoid bad contracts and the legal costs of getting out of them
- Deploy electronic contracts and signatures
- Clearly identify when a contract is needed (not only dollar threshold)
- Utilize the new ERP for the bid process
- Develop policy for handling End User License Agreements (EULAs) – what if Ts & Cs are unreasonable?
- Define terms – e.g. subscription, EULA, etc.
- Utilize multi-year contracts – if under the total, do not need a new contract every year
- When no contract exists, check “no contract from vendor” – District signs and retains, but does not send to vendor
- Define “long term agreement”
- Clarify the rules around \$83,400 with a single vendor
- Review online Ts & Cs for liability – e.g. \$0 value for Dell tech access
- Categorize types of technology
- Communicate process changes
- Clarify what (if any) signatures are needed – e.g. wet, electronic, etc.
- Clarify guidelines for grant sub-agreements and sub-awards
- Use pools for groups of independent contractors
- Deploy different “sizes” for review process based on dollar amount and liability
- When is “release of liability” enough?
- Tie requirements to independent contractor contracts in order to expedite payment
- Explore only using POs for some uses – not for everything (sometimes redundant)
- Fully utilize Receivables module
- Ensure all information is in one place – e.g. bid #, Board approval date, contract start date, versions, etc.
- Extract items from ERP for Board meetings – e.g. all items greater than \$100K with title and brief description
- Utilize templates – don’t reinvent every time
- Develop a “smart” web page – ask questions to determine contract “type” in the background



## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Many different types of contracts – software maintenance, hardware maintenance, services, construction, independent contractor, multi-year, guest artists, Community Ed, etc.
- Vendors want to use their own contracts
- Standard renewals must go through entire process
- Take an online contract and print it
- Vendors who won't budge
- Legal guidelines – Ed code, public contract code, bid limits, etc.
- Board requirements – special report, more paper, duplicate data entry
- Manual, paper process
- Incomplete process
- Uneven application of guidelines
- Risk – dollars and liability
- Process is long and time-consuming, but usually need to complete contract quickly
- Unclear roles and responsibilities – who does what?
- As a public entity must ensure fair competition
- Confusion about requirements for contracts – e.g. \$60K a year for three years – does that need a contract?
- Unclear about what requires a contract
- Difficult to determine Statement of Work (SOW) and associated costs
- Requiring wet signatures
- Vendors are not all tech savvy
- Sometimes District rejects contract after vendor has signed it
- Questions from contractor about template
- Process out-of-sync – e.g. vendor receives PO prior to the signed contract
- If discover that DSA needed, process stops
- Delays in notifying Facilities
- When contract is rejected, originator is not informed
- When is a contract renewal routine? E.g. software renewals
- Need process to handle online contracts from vendors – “click here” rather than sign
- Lots of support and maintenance contracts
- Duplicate effort – enter in Escape and SharePoint at IVC
- Not all vendors have agreements
- Some contracts take months to review – risk loss of service
- Blocked when renewal is online – e.g. EULA
- Process for independent contractors changed but not everyone was notified

**South  
Orange  
County  
Community  
College  
District**

Feb 27-28  
2014

**Business Process Analysis:**

*Student Accounts Receivable Processes*

**with Strata Information Group**



## Workshop Objectives

As part of the ERP procurement process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) requirements for the vendor demonstration scripts, and 2) ideal process maps to be used to set the trajectory for the implementation of technology. The objectives are to develop better processes and to take full advantage of technology.

To meet the objectives, a two-day Business Process Analysis (BPA) workshop was conducted to follow-up on financial aid, scholarship, and student accounts receivable processes from previous workshops. To the group's credit, they have implemented several of the recommendations highlighted during the first session. The objectives of the workshops included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing processes
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design new processes that enhance service, reduce steps, and take full advantage of technology
- Set the trajectory toward the "ideal" process

Participants represented Financial Aid, Accounting, Foundation, and IT. Kari Blinn, from SIG, facilitated the workshops. Participants were engaged and thoughtful. They articulated the issues with the current processes – and generated many opportunities for improvement. This document contains the contents and outcomes of the group's efforts.

## Observations

During the workshops, participants identified issues with the current processes. Themes included the following:

- Difficult for students to navigate – complex and confusing
- Massive fragmentation – there are at least five different ways to refund money to students – e.g. Higher One card, return to credit card, paper check, etc.
- Risks – receiving student payments, processing refunds, issuing disbursements, and gift cards are all handled in multiple locations – issues with separation of duties and risk
- Process is long and unnecessarily complex
  - Too many steps – many hand-offs within and between departments
  - Manual – people doing things systems could do
  - Duplication
  - Inconsistencies
- Paper driven
  - Many documents required of students
  - Lost documents
  - Checks are paper
- Systems not integrated – fragmented
  - No single system of record
  - Duplication - entering the same data 3, 4, and 5 times
  - Maintaining multiple systems – e.g. Excel sheets, Quicken, STARS, SIS, Escape, etc.

### **Process Themes/Issues**

Process mapping is a technique used to visualize and to correct process problems:

- Choke points
- Layering
- End runs
- Shadow systems
- Unintended consequences “downstream”
- Not scalable
- Focused on symptoms rather than roots
- Paper

### **Benefits of BPA**

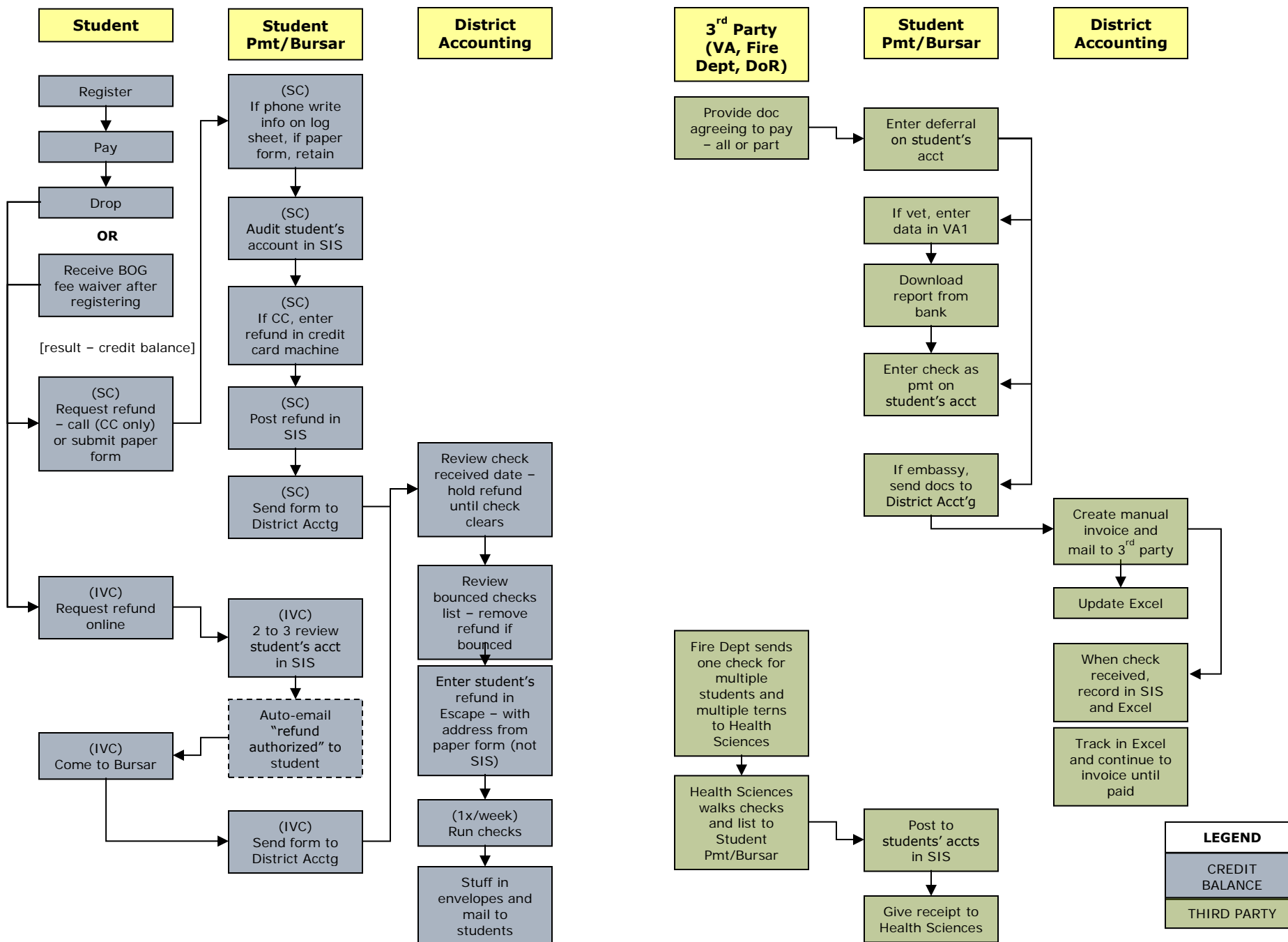
- Improved service to students, faculty and staff – e.g. more money to more students
- Enhanced collaboration across the organization
- Streamlined, efficient and effective operations
- Making better use of everyone’s time
- Taking full advantage of technology
- Eliminating redundancies and re-work
- Minimizing errors
- Model best practices

### **Next Steps**

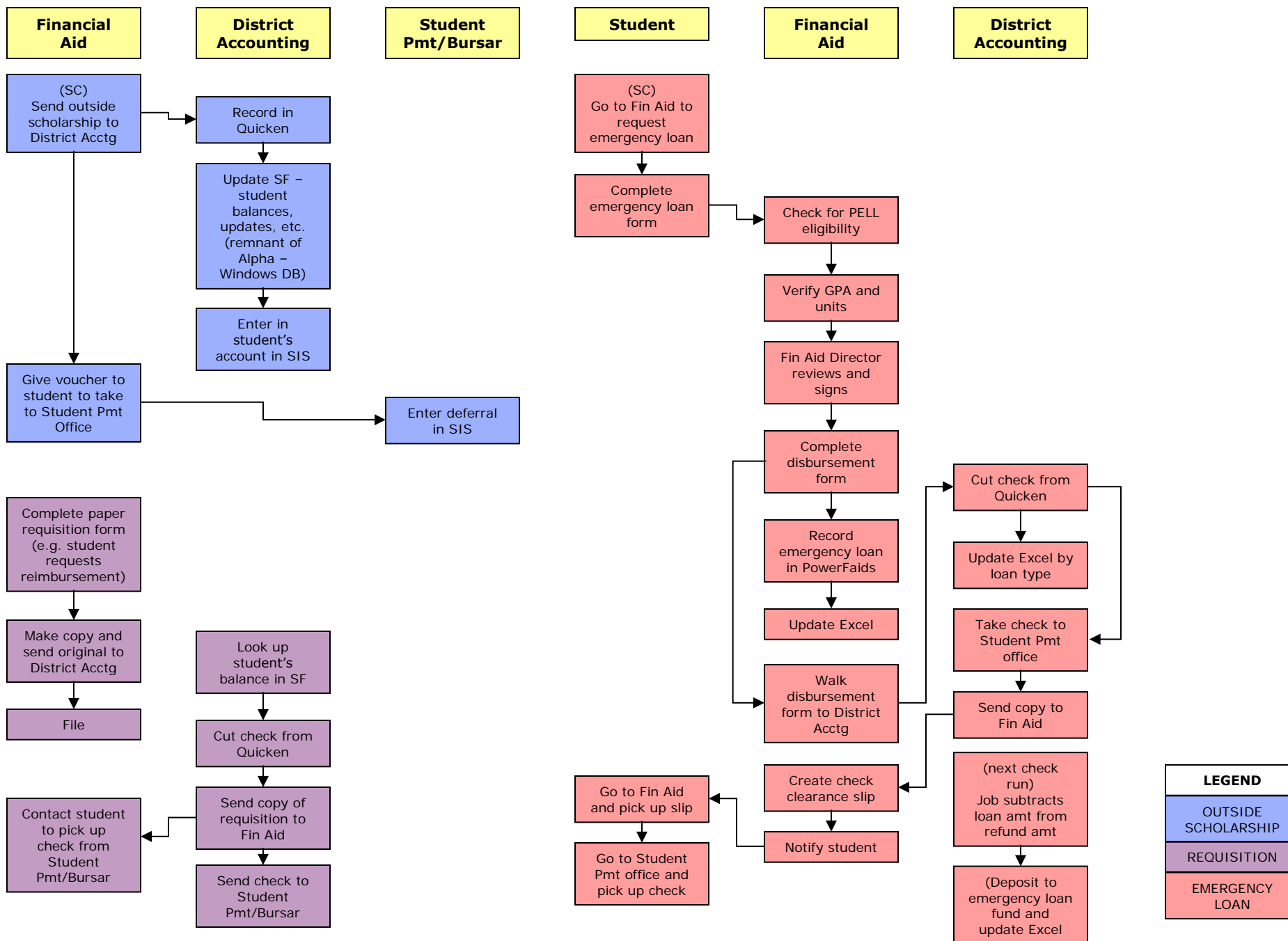
At the end of the workshop, participants agreed to take the following next steps:

- Give Bursar/Student Payments access to Shift 4 to simplify the refund process (for credit cards)
- Eliminate paper forms – e.g. scholarship, clearance slips, etc.
- Bursar/Student Payments manage bookstore cards
- Use IVC bookstore voucher process (no paper) at Saddleback College (longer term, develop interface with bookstore)
- IVC use “nudge” process to show all payments and waivers
- Use this group as part of the Basic Aid project to develop a Student Accounts Receivable module
- Tie the Student Accounts Receivable project with the implementation of Workday including integration – e.g. daily feed to finance
- Evaluate emergency loan policies and practices
- Explore installment/payment plan options – outsource or insource?
- Fix double/triple BOG posting errors
- Revisit cash handling in Financial Aid – move all student receivables to Bursar/Student Payments

# Current Refund Process (non-Financial Aid disbursements) - 1

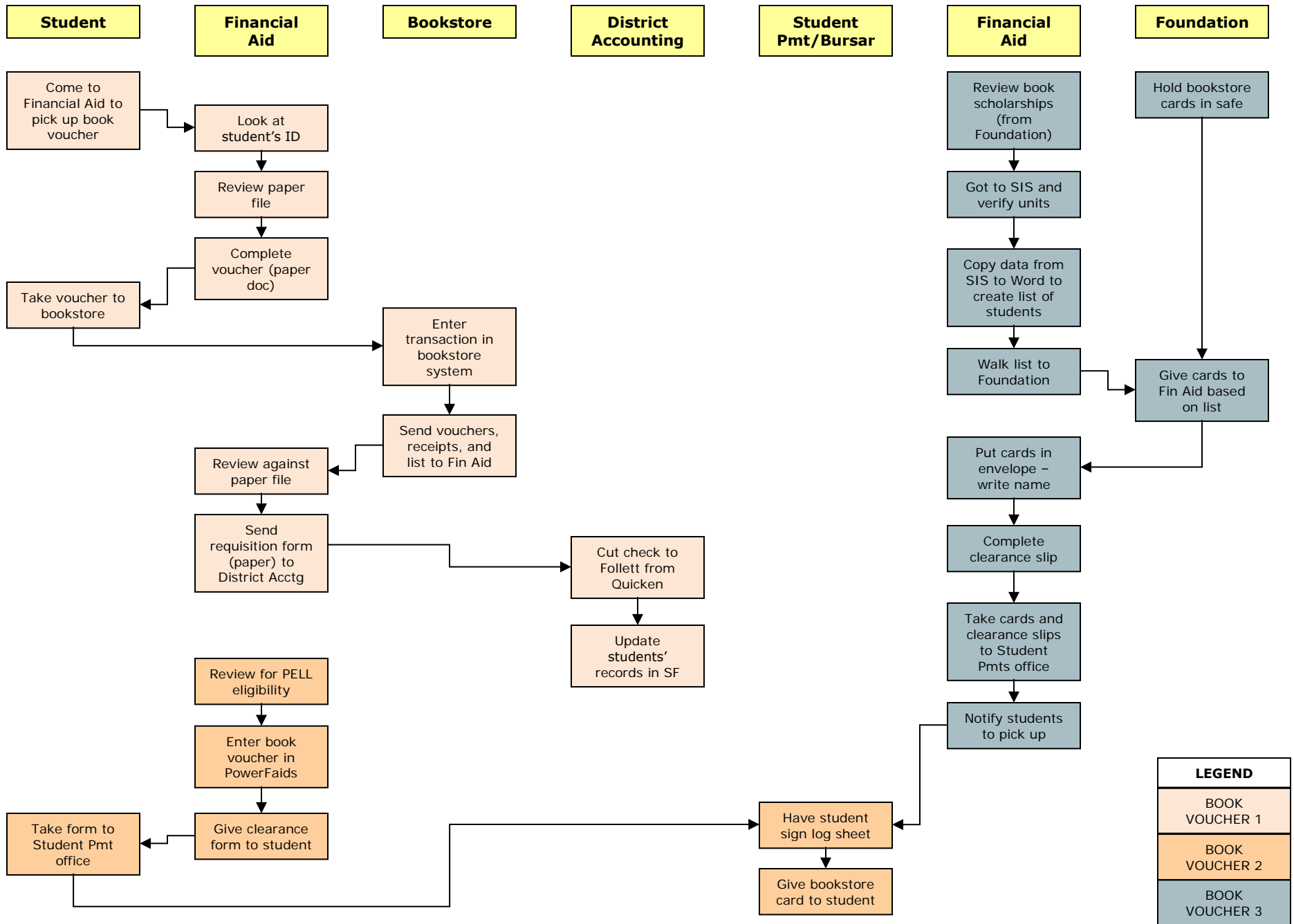


# Current Refund Process (non-Financial Aid disbursements) – 2



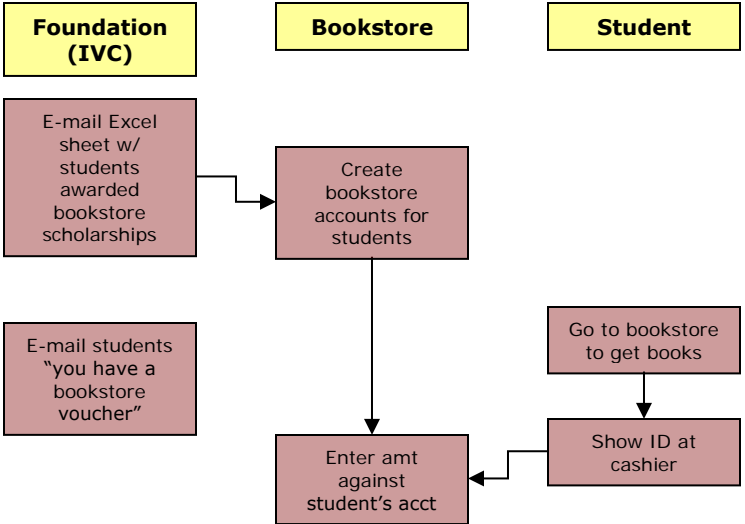
LEGEND
OUTSIDE SCHOLARSHIP
REQUISITION
EMERGENCY LOAN

# Current Refund Process (non-Financial Aid disbursements) – 3



LEGEND
BOOK VOUCHER 1
BOOK VOUCHER 2
BOOK VOUCHER 3

### Current Refund Process (non-Financial Aid disbursements) – 4



LEGEND
BOOK VOUCHER 4



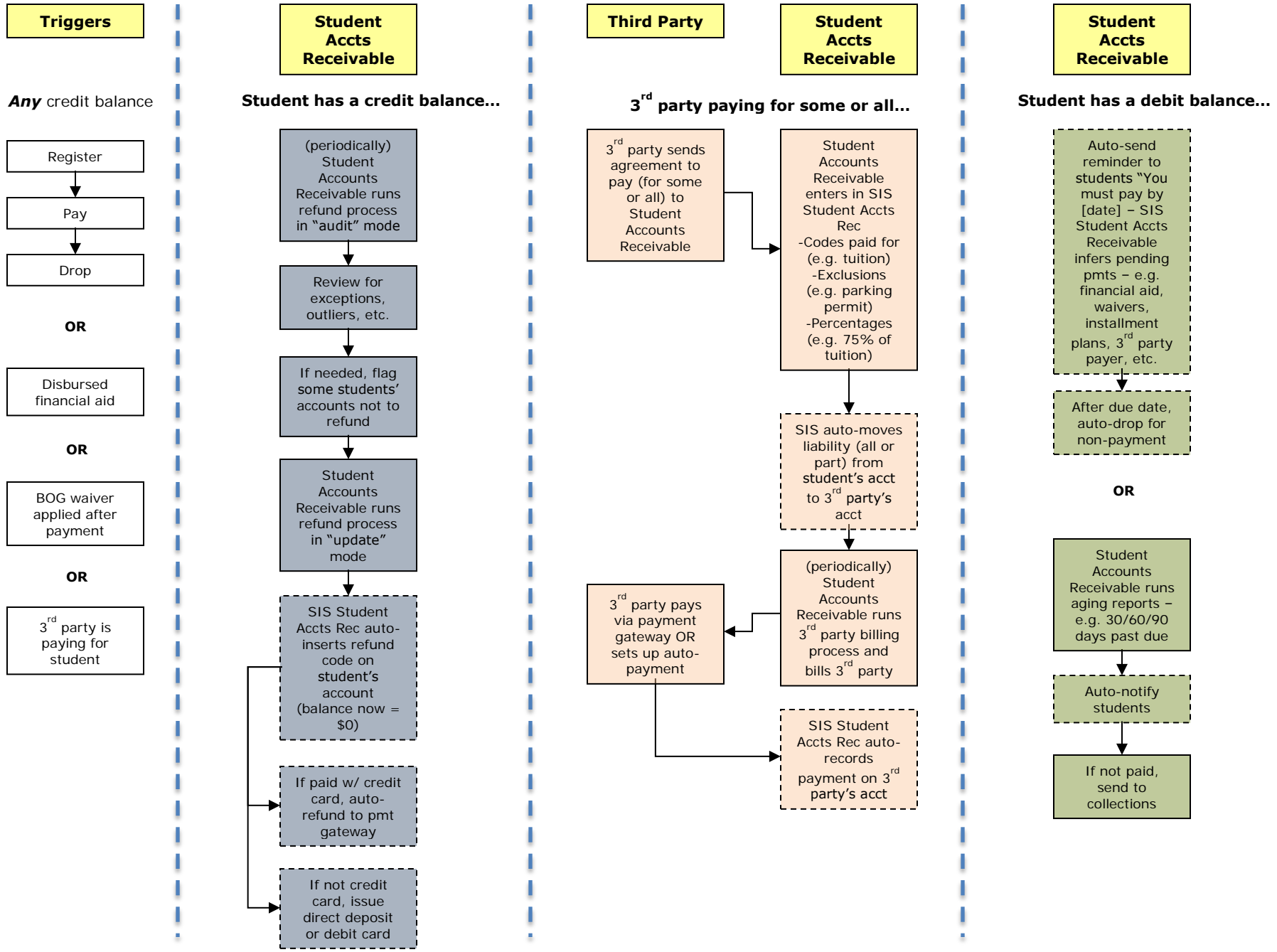
### Characteristics of Redesigned Processes

- Simplicity replaces complexity
  - Design around the rule and handle the exception
  - Dramatically reduce the number of steps
  - Add clarity and consistency
  - Shorten cycle times – fast from start to finish
  - Ensure process flows smoothly
- Integration replaces fragmentation
  - Single system of record
  - Clean integration when necessary
  - Fully utilize technology (resist “layering” paper on top)
  - Eliminate the need for shadow systems
  - Eliminate duplicate data entry
  - Eliminate paper
- Significantly improve the experience for both “consumers” and “suppliers”
  - Provide opportunities for self-service – “get what I need, when I need it” – 24/7 access from any location
  - Free up staff and faculty for more meaningful engagement – and less time entering and maintaining data

### Guiding Principles/Policies

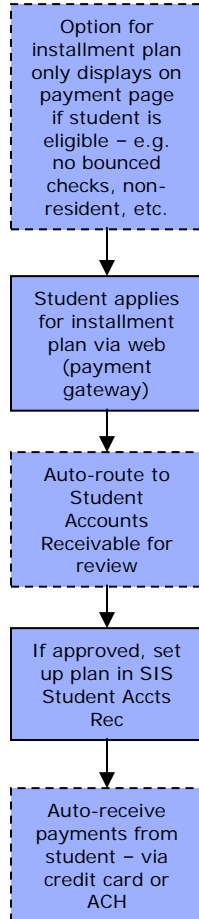
- All charges and payments entered and tracked on student’s account
- All student payments are received in Student Accounts Receivable office
- Student Accounts Receivable office is responsible for
  - Setting up charge and payment codes
  - Accuracy of students’ accounts
  - Receiving all student monies
  - Interface with credit card gateway
  - Refunds/disbursements
  - Vouchers
- “A refund is a refund is a refund”
  - If a student has a credit balance, refund that amount automatically through one, unified process
- Process as much as possible (payments and refunds) via credit card through payment gateway
- Stop “enabling” undesired behaviors – e.g. late applications for financial aid
- Develop clear guidelines – e.g. for exceptions, emergencies, etc.
- Bill third parties through the system – not via Excel, Word, Quicken, etc.
- Develop strategic objectives – e.g. student retention – the focus on how processes support those objectives

# Ideal Student Accounts Receivable Processes – 1



**Student  
Accts  
Receivable**

**Student has applied for an installment plan...**



## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Fully functioning Student Accounts Receivable module (see Appendix C for list of requirements)
- “A refund is a refund is a refund” – if a student has a credit balance, refund the money using a single process
- One way to refund money to students – owned by “Student Accounts Receivable” department
- Discontinue requiring students to request refunds
- Use “nudge” to display fee waivers to students even before they register
- Use a single Third Party Billing process – Colleges/District bill all third parties (discontinue receiving checks off-line)
- Establish a snapshot date and assess charges and payments – automatically adjust after snapshot date to account for adding and dropping
- True 3<sup>rd</sup> party billing
- Track all scholarships through Foundation – retire Quicken
- OR all through PowerFails – ensure consistent process
- Reconsider the timing of scholarships
- Disburse/refund ALL money to students through Bursar/Student Payments
- Ensure a single source of data
- Use CCCApply/PowerFails to track BOG waivers
- Fix BOG problem with double and triple posting
- Mail checks to permanent address – not PO boxes
- Consider address in SIS as “official” address
- Coordinate and target messaging to students – utilize voice, text, and mySite
- Validate credit cards using last 4 digits
- Use payment gateway (Shift 4) to refund directly to students’ credit cards
- Deploy true installment/payment plans for students – e.g. future effective dates for charges
- Discontinue entering code for “deferrals” – system should infer that a student should not be dropped for non-payment – e.g. pending financial aid, 3<sup>rd</sup> party payment, installment plan, etc.
- Develop guidelines for emergency/bridge loans – use same policy at both colleges
- Disburse/refund money earlier to decrease the need for emergency loans
- Put all charges and payments on student’s account – including emergency loan debit
- Disburse/refund daily
- Move all collection activities to a single department – Bursar/Student Payments – true Student Accounts Receivable operation
- Reconsider whether or not to be in the emergency loan business
- Clean up old loans due
- Cards should be managed securely in Bursar/Student Payments
- Use Bookstore credit rather than cards for books
- Float funds if draw down short – rather than penalizing students by removing them from disbursement

- Front load funds for disbursement
- Auto-waive health fee for certain categories of students – e.g. Cal vet
- Set up 3<sup>rd</sup> party payers for automatic payment
- Use ACH rather than paper checks
- Move more to direct deposit
- Use student ID card to store money and credits – e.g. to pay for books
- Re-negotiate scholarship guidelines and ownership – generalize the guidelines
- Use a check verification machine in Foundation
-

## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Duplicate data entry in VA1 for veterans
- Manually post payments from Wells Fargo to student's account
- Billing embassies is manual
- Deferrals defer all fees rather than just those authorized to be deferred
- Using Excel and paper to track donor designations
- Process is longer if it goes through Foundation
- Manually entering all student balances in SF (shadow system)
- Risk to request and store credit card information on paper forms
- At least five different ways to refund money to students – e.g. Higher One card, return to credit card, paper check, etc.
- Risk to request manual refunds – could change address and mail check to self
- Risk to send student refund checks sent to academic departments – e.g. Health Sciences
- Risk for academic departments to access students' records for registration and payment
- Errors are being removed by IT, interrupt process mid-stream – risk, IT should not touch money
- R2T4 and overpayments are processed manually
- Risk for Financial Aid to accept cash – separation of duties issue
- Too many departments receiving cash and operating as collections
- Emergency loans are re-paid at the front counter in Financial Aid – risk and separation of duties issue
- No separation of duties with scholarship book cards
- When draw down is short, removing students from disbursement (rather than floating money to cover shortage)
- IT is asked to modify data – red flag

## APPENDIX C

### Requirements for Student Accounts Receivable Module

Over the last two years it has become clear that a full featured student accounts receivable module is needed to support operations at the Colleges:

- All charges and payments tracked on individual student accounts
- Real-time (or near real-time) connection with other systems – e.g. PowerFails
- Ability to prioritize payments – e.g. tuition gets paid first
- Installment/payment plans
  - Future effective dates
  - Divide number of payments over semester
  - Add fee or interest
- Third party billing
  - Move all or part of the liability from student’s account to third party’s account
  - Apply percentages or caps based on agreement – e.g. 50% of tuition, 100% tuition up to \$1000, etc.
- Mass hold and auto-release – e.g. hold removed automatically when payment is made
- Robust refund process
  - Run first in “audit” mode – then run in “final” mode
  - Insert refund trans code to student’s account that reflects the refund amount
  - Ability to flag accounts – e.g. to prevent refund
- Aging and collections
  - Run queries/reports – 30/60/90 days past due
  - Escalate to collections agency
  - Connect with holds
- Cashiering
  - Session-based – open/close/review/finalize
  - Audit trail for all charges and payments
- Waivers
- Discounts
- Employee tuition reimbursement
- 1098T processing
- Students enter direct deposit information via mySite
- Authorization to auto-charge – e.g. installment plan repayment, third party, etc.
- Feed to finance (Workday) – true Accounts Receivable in General Ledger

South Orange County Community College District



**Business Process Analysis:**

*Grants Proposal and Administration Process*

**September 24 to 26, 2014**



### Workshop Objectives

As part of the ERP procurement and implementation process at South Orange County Community College District (SOCCCD), Strata Information Group (SIG) is working with the District and the Colleges to analyze and improve the underlying processes. This analysis yields two primary outputs: 1) improve the process in order to better serve students, faculty, and staff, and 2) use the ideal process maps to set the trajectory for the implementation of the new ERP, Workday.

To meet the objectives, a three-day Business Process Analysis (BPA) workshop was conducted to examine the grant process at IVC, SC, and the District – from proposal and award, through administration and closeout. The objectives of the workshops included the following:

- Review the principles of Business Process Analysis (BPA)
- Map the existing process
- Analyze the process maps and identify obstacles and potential opportunities for improvement
- Design a new process that enhances service, reduces steps, and takes full advantage of technology – e.g. Workday, Sharepoint, etc.
- Set the trajectory toward the “ideal” process

Participants represented a multitude of faculty, staff, and administrators from Saddleback College, Irvine Valley College, and the District. Kari Blinn, from SIG, facilitated the workshops. Monique Schafer, from Sierra-Cedar, provided her expertise and guidance throughout the workshop. Monique will serve as the Workday grants implementation consultant throughout the project. Participants were engaged and thoughtful. They articulated the issues with the current process – and generated many opportunities for improvement. This document contains the contents and outcomes of the groups’ efforts.

### Process Themes/Issues

Process mapping is a technique used to visualize and to correct process problems. The group reviewed the following symptoms:

- Choke points – when all paths lead to a single person
- Layering – adding automated steps on top of paper steps
- End runs – disregarding the established process entirely and jumping to the end
- Shadow systems – entering the same data in multiple systems – e.g. Excel, Access
- Exception-based – complexity resulting from “one time five years ago, event ABC happened”
- Unintended consequences “downstream”
- Not scalable – the process breaks under increased volume
- Focus on symptoms rather than roots
- Paper-heavy – long, opaque, sequential, inefficient

## Observations

During the workshop, participants identified issues with the current process. Themes included the following:

- Current process is long and unnecessarily complex
  - Many steps
  - Silos exist between colleges and district
  - Paper-heavy, manual
  - Cumbersome
  - Disjointed
  - Confusing
  - Inconsistent
- Not sustainable nor can it scale to go after more grants
- Differences between the two colleges – and how subsequent work is processed at the district
- No clear definition of roles and responsibilities
- Unclear internal decision points
- Not all grants have a clear “owner” – not always strong oversight or assumption of responsibility for following funding source guidelines
- Bifurcation between those who *want* the grants and those who *administer* the grants – it is reflected in missed deadlines, irregular spending, unclear closeout, etc.
- Reactive rather than proactive
- Last minute requests for approvals prior to submitting proposals creates issues for those on the workflow approval stream, particularly the chancellor, fiscal office, and vice chancellors and does not allow for discussion and/or questions
- Human Resources is not getting information on positions being placed into proposals, often times they are not described as would be recommended by HR
- Hiring for new staff under current grants process does not allow for speedy hiring, often creating issues in getting grant work started; sometimes positions written into grants need revised creating additional delays
- No indirect costs are being returned to offices providing administrative support such as district institutional research, fiscal office (accounting), purchasing, hr, and vice chancellors offices
- There are a lot of “pass-through” grants being proposed and accepted and the work involved with these types of grants need to be considered carefully against the benefit
- There has been a recent increase in the volume of grants but with smaller award amounts, which creates more work for the \$’s gained
- Many college employees who are working on a grant do not know the grants process, have not worked on a grant previously, or have knowledge of district purchasing or other business processes

- The colleges are sometimes invoicing other entities for grant related items without going through a centralized process for the invoicing, which can result in errors and corrections needing to be done after the fact
- District Services accounting staff are sometimes placed in a position of having to submit financial grant reports which may not follow categorical or other funding source guidelines for which college staff is requesting be submitted anyways
- Some grant reports require additional lead time to work on the reports before being submitted but staff are not provided that additional lead time thus created time crunch for grant reporting submittals and meeting required deadlines
- There is a general lack of understanding at the colleges of budget items such as budget amendments, budget transfers, expenditure transfers – their purposes and processes
- The Escape budget for the grant should match the project budget at the state or federal level, but it often does not. Nor does either sometimes match the grant application budget. There is a need for the system of record to be accurate.
- Time and effort reporting is an area that needs to be done in a formal way within a software system to ensure compliance.
- Match funds are not always being tracked at the college level causing duplication of match funds between programs
- Support documents for match funds is not maintained centrally
- Some grant project directors have difficulty assessing and using escape reports to develop their required quarterly or annual financial reports to their funding source. This is a concern as they need to understand their budgets to manage the grant on an operational basis.
- There are some grants where no one administrator is designated as grant director.
- Purchase orders have been created and approved for purchases for non allowable costs under the grant; budget transfers are sometimes submitted for items that cannot be transferred.
- Many grant reports are being submitted after the report deadline
- Foundations are sometimes applying for grants but do not follow district processes and there is a lack of communication and support structure to handle post grant award and management

## Next Steps

In order to move deliberately from the current process to the ideal process, the following next steps were identified:

- Define the mission of the grants office and how it supports District and College priorities
  - Create tenets for the goals and types of grants
  - Focus on the grants that support those goals
- Draft centralized guidelines and a checklist for “intent to apply” and early notifications and pre-approvals
  - Include the District Fiscal Services and Technology & Learning Services in the review prior to applying for a grant
  - Determine which grants aren’t “worth it” – e.g. they are not directly related to goals, they have insufficient matching, etc.
- Explore Sharepoint or another software system for grant proposal development if proposal development is not on “Road Map” for Workday in near future
  - Workflow for review, notification, and approval
  - Document version control
- Define common definitions and categories
  - What is a grant?
  - What is a sub-contract?
  - What is a categorical program?
  - What is a funding source?
  - What are grant guidelines?
  - What is supplanting?
  - What is difference between grants and donations?
- Clarify roles and responsibilities between all parties
- Define who is responsible for following funding source guidelines and what is the role of the grant manager?
- Determine what items and when should items be taken to the board for either approval or information, perhaps a quarterly report?
- Participate in upcoming Workday review, training, and design sessions (refer to e-mail with schedule from Dr. Fitzsimons)
- Develop a centralized grants manual that may include college specific processes, as well
- Determine when and how to involve human resources in positions being developed under grant proposals
- Consider creating new classifications of positions (a pool of job specs) for grants

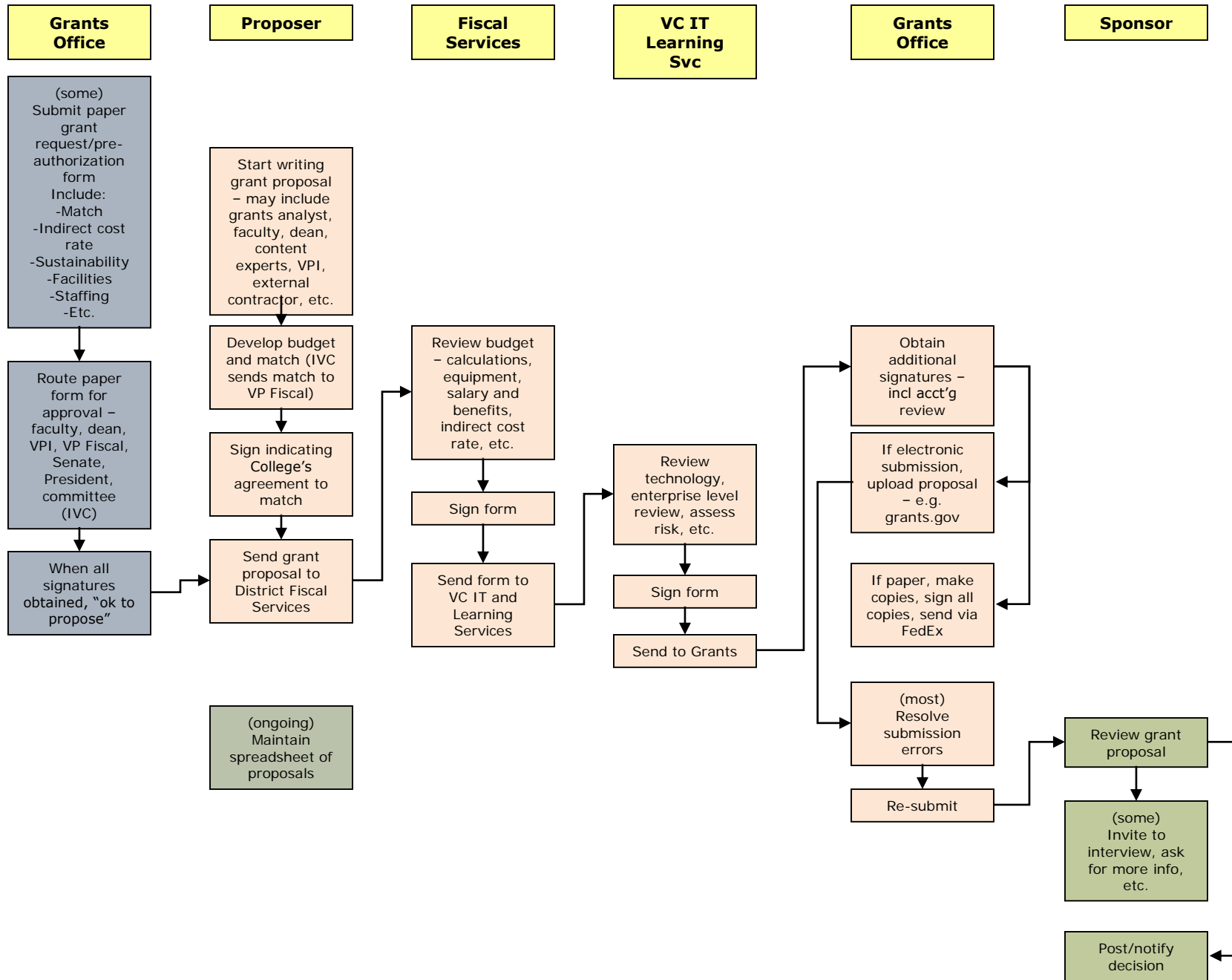
### Process Maps

Mapping processes with stakeholders serves as a vehicle to:

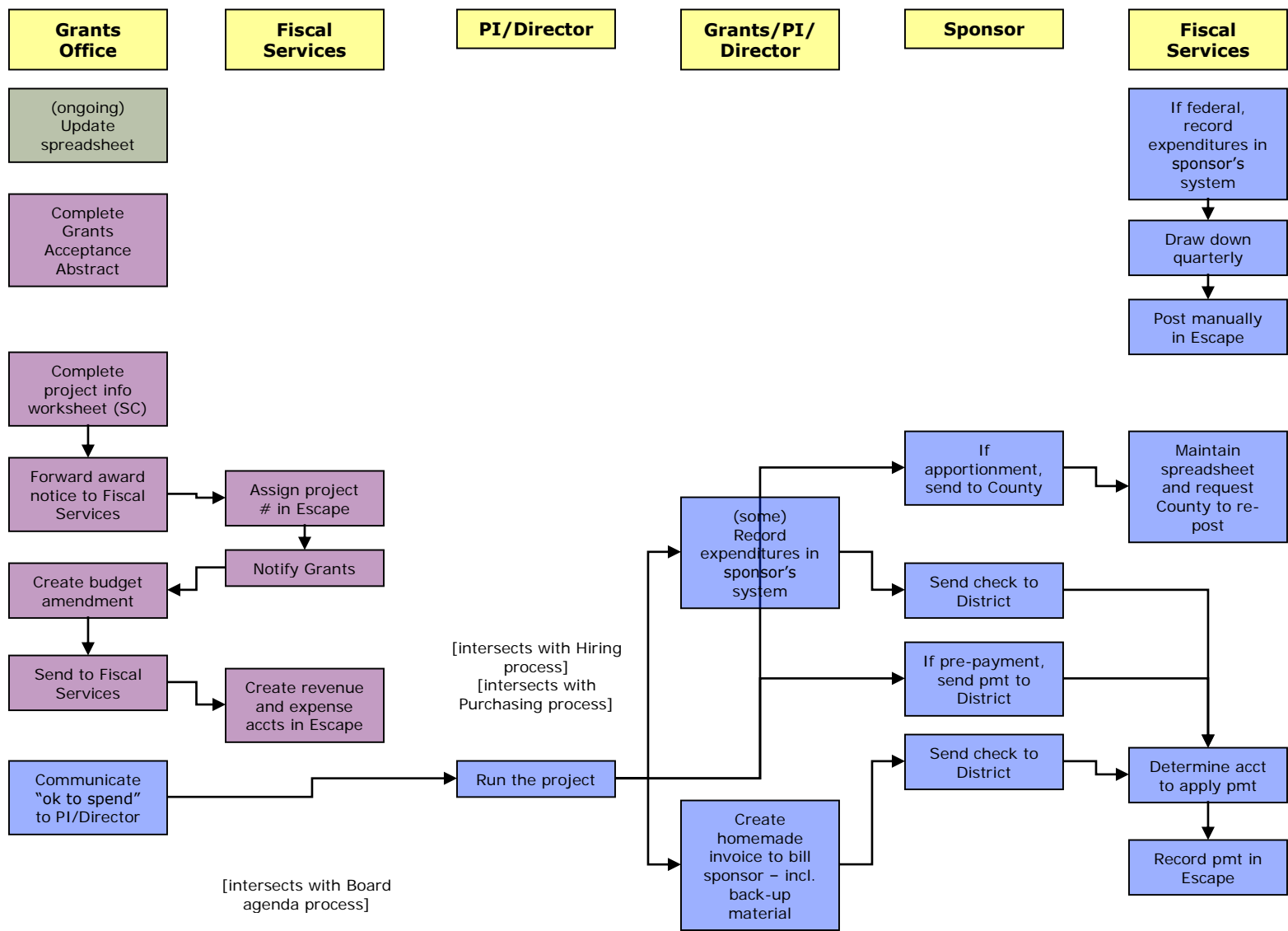
- Identify issues with the current process
- Work together to develop a clear, streamlined, consistent process
- Ensure that processes support the District and College's objectives
- Take full advantage of technology

By drawing a map together, participants are able to see and to describe issues. They also use the map as a "lever" to re-imagine the process and to generate ideas for improving student success.

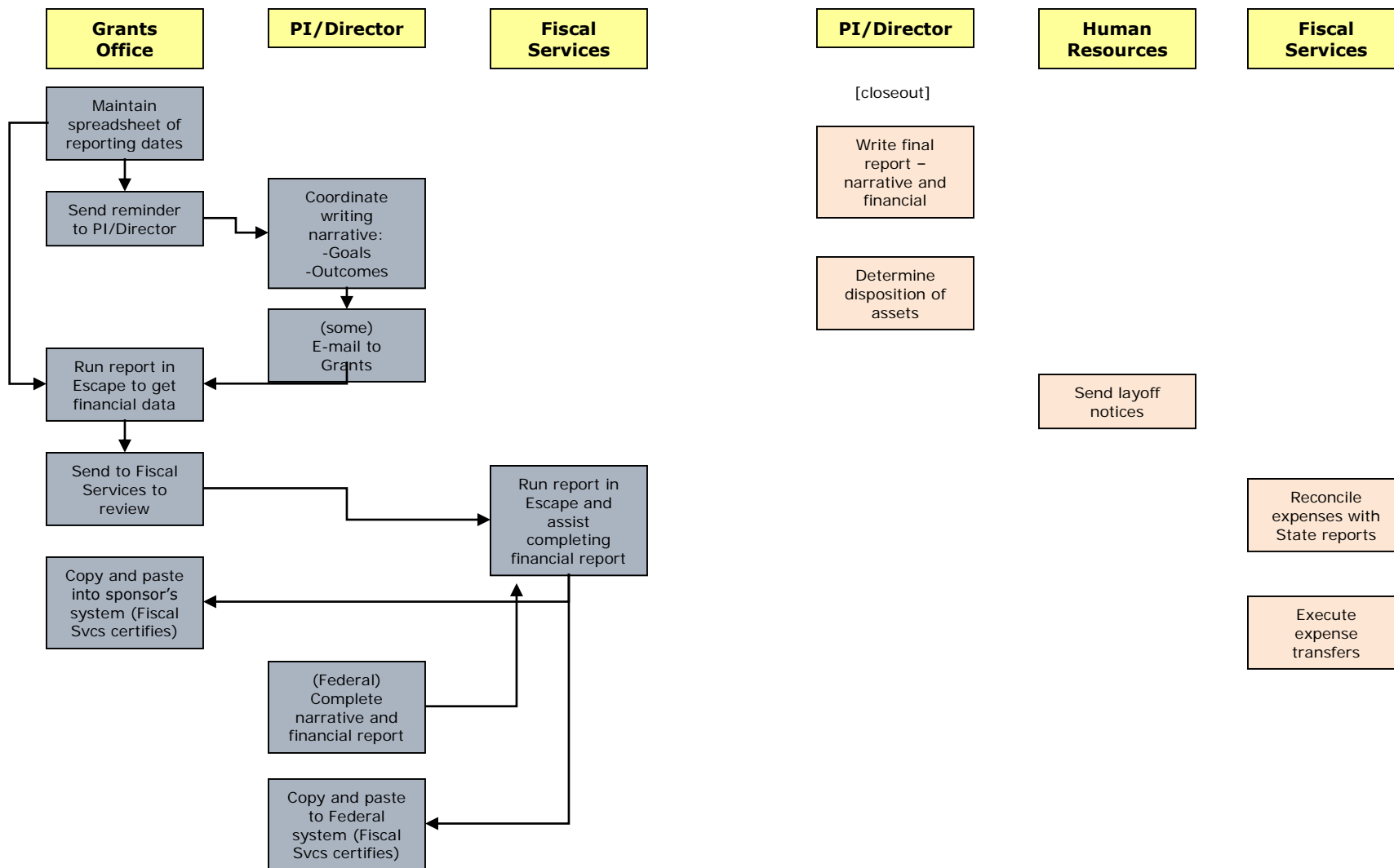
Current Grants Process – Proposal, Award, Administration, Close-Out – 1 Page 205 of 218



## Current Grants Process – Proposal, Award, Administration, Close-Out – 2



Current Grants Process – Proposal, Award, Administration, Close-Out – 3 Page 207 of 218



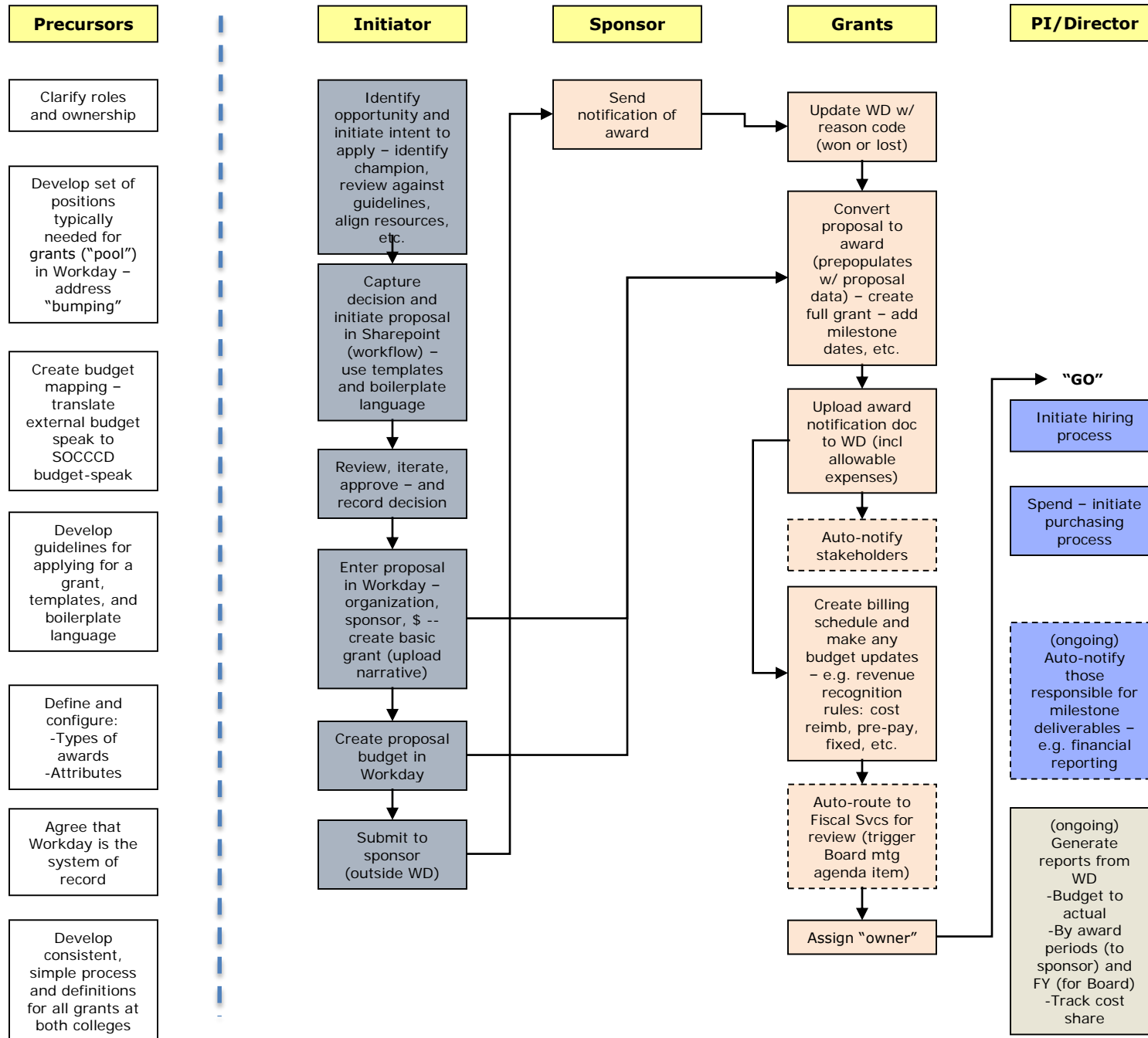


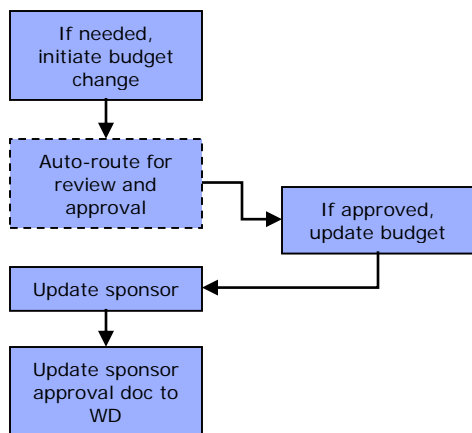
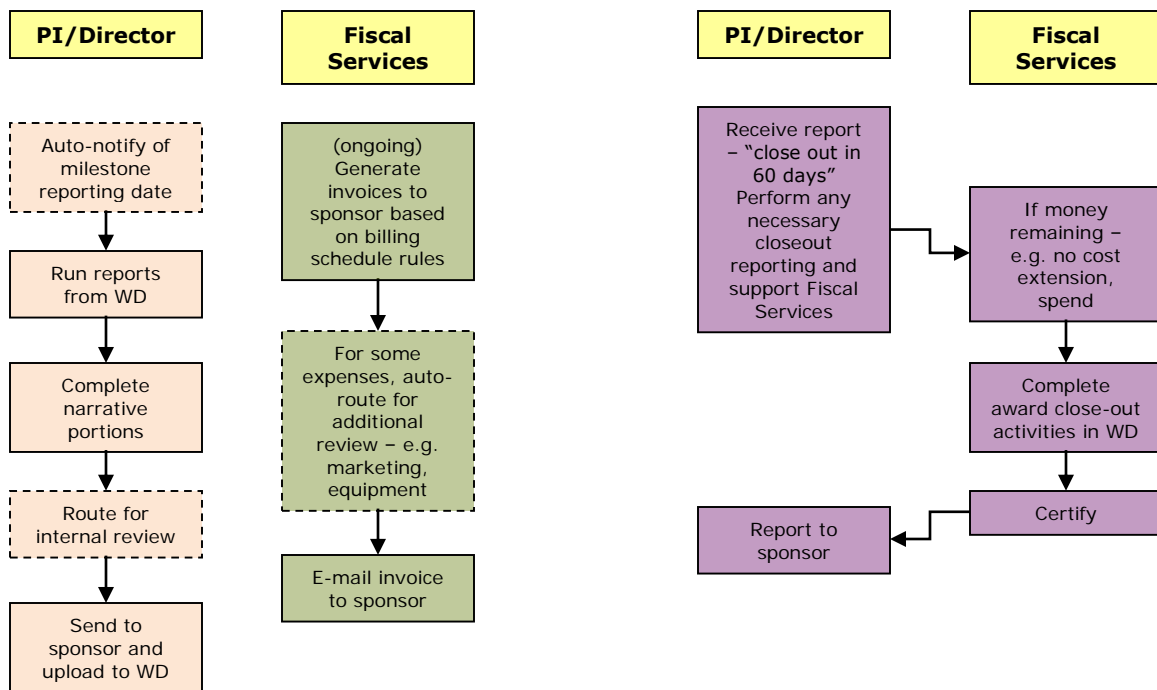
## Ideal Process

The group collaborated to “think differently” about the grants process. The pages that follow display an “ideal” map in support of this effort. Participants generated ideas for both improving the process and ensuring that it can “scale” to support more grants.

- See grants as a wonderful opportunity to advance the mission of the colleges and the district
- Cultivate a favorable, credible, respected reputation for grants management – resulting in more grants
- Choose grants whose objectives align with the strategic plan
- Well-run grants “machine”
- Develop a clear, efficient process to be used by the colleges, foundations, and district
  - Objective guidelines for selecting which grants to apply for
  - Clear steps for proposal development
  - Training in entering proposals and awards in Workday
  - Responsible grant budget and expenditure management
  - Centralized invoicing
  - Well defined steps for grant closeout
  - Scale for growth
  - Intuitive, user friendly, easy to follow
- Take full advantage of robust functionality on Workday
- Measure performance – quantitative results
- Promote grants as an energizing, exciting opportunity

# Ideal Grants Process – Proposal, Award, Administration, Close-Out – 1





**NOTES:**

- WD links proposal to contract
- WD calculates indirect costs at time of payment of expense
- Create standard templates for indirect costs and revenue allocation – attach to grant
- WD recognizes revenue according to rules
- Indirect costs calculated at the time of payment of the expense
- When rate agreement changes, WD recalculates and determines if money is owed or due
- Can create milestones that must be met before billing suppliers
- Can execute letter of credit draw from WD
- Can track sub-grantees separately
- Monitor and manage grant using dashboard and reports

## APPENDIX A

### Opportunities for Improvement

In brainstorming fashion, participants identified the following opportunities. (These are not listed in ranked order, nor do they necessarily represent consensus.)

- Easy to view information throughout the process – all in one place
- Agree on definitions
- Measure results – e.g. dollars, partnerships, increase in student enrollment, etc.
- Develop a more nimble process – respond quickly to opportunities
- Create a “grants opportunities task force” charged with seeing what’s coming – proactive
- Develop a transparent (visible) process – view in a system rather than chase paper
- Differentiate between notifications (FYI) and approval – only the latter stops the process
- Take location and time out of the process – should be able to take next steps from any location on earth at any time
- Goal – improve communication with all the stakeholders
- Develop electronic “intent to apply” process – e.g. in Sharepoint or other appropriate software– connect various research areas and colleges, identify cross-disciplinary opportunities, ensure sober cost estimates, secure approval
- Other goals of intent to apply – buy in, institutional support and commitment
- Once an award is “likely”, kick off other processes – e.g. hiring, budget, board items, notification to parties
- Retain good tools – e.g. decision matrix – make it visible to all stakeholders
- Ensure thoughtful planning and review – not simply signing forms
- “Eyes wide open” about the grant from the beginning – what are we in for
- Connect HR with job description development early
- Automate match calculations – lets systems do math
- Ensure documentation for the match is kept in Workday as backup document
- Develop process so supplanting does not take place for grants that restrict it
- Create a “hub and spoke” model in Workday – all information in one place – stakeholders can view at any time
- Ensure the colleges and appropriate district services personnel review narrative, match, budget – both hard and soft commitments
- Clarify who is reviewing what in each step of the process
- Support district-wide grants initiative – clarify lead
- Develop a process for grants and opportunities that are district-wide in nature or for which both colleges may apply—not compete against each other
- Utilize approval queues and workflow
- Account for different levels of service
- Be specific in regards to what the foundations are authorized to do in regards to grants

- Develop process that includes the Foundations, if appropriate– don't create a different, separate process
- Become more proactive in going after grants
- Assess the trade-offs when serving as a sub-contractor – process is less onerous, but have less control
- If process is simplified, can spend less on overhead costs, then lower dollar grants may become worth it (less costly to administer)
- Ensure all costs are included at the beginning of the process (the best that we can)
- If new position needed, Board must approve – ask the Board if this can be a consent item
- Develop a set (pool of job specs) of positions likely to be used to support grants
- Consider a “sponsored projects” office
- Provide support on the administrative side; i.e., indirect costs distribution should be provided to some of the district services offices that provide support to the grant administration
- Define and clarify categories of grants
- Develop a tool for projections, encumbrances, etc.
- Develop a single process with different “flavors” for different types of grants
- When we are the lead – with others subbing – develop ways to track what the sub-contractors are doing – e.g. reporting, expenses, programmatic activity, etc.
- Everyone uses the same common process – IVC, SC, District, Foundation – with grants offices supporting the operations
- Clarify what items go to the Board – e.g. develop a quarterly report on grants
- Develop clear “at risk spend” guidelines – when a grant is “likely” but not yet official
- Clarify policies and procedures – e.g. thresholds, terminology, etc.
- Clarify who “owns” grants
- Define roles and responsibilities
- Ensure we know who will own a grant if we win it, prior to receiving the award
- Sit down at the beginning to educate all stakeholders – review and monitor grants
- Provide quick reference for allowable expenses
- Block unallowable object codes by grant within the software system
- Identify one person to manage Perkins, BSI, and be responsible for staying within guidelines and for reporting
- Review appropriate grant expenses at the college level first – rather than wait for the district to do first review
- Clearly identify who is supporting which grants
- Renegotiate “bumping” rules for employees – develop a pool of positions
- Ensure we can staff a grant quickly – and secure staff for 1 or 2 years
- Start hiring process earlier
- Start purchasing process earlier
- “Allowability” review lives with the grant owner and the college
- Purchasing department is not “expenditure control”

- Rule of thumb – if you question it, don't spend it
- Communicate changes to grants process to all parties if and when it needs to be changed
- Identify when purchases belong to the grant and not to the college – after the grant need to transition equipment to a similar function – intersects with fixed asset and inventory process
- Bill other agencies from Workday
- No more “homemade” invoices from departments
- Use bank records rather than canceled checks for reporting
- Ensure that all back up is in Workday – no external files or tracking systems
- Clearly identify that an expense is okay to bill
- Revisit HR's interpretation of faculty who work on grants – grants compensation
- Give grants office and grants directors access in Workday to expenses, invoices, etc.
- Person who owns grant should drive reporting
- Set up award in Workday with milestones – then auto-notify X days before milestone report is due
- Auto-notify based on percentage spent
- Design report for different audiences
- Stop “enabling” (i.e. doing the work for someone else) – utilize grants office as an expert resources
- Be clear and honest about roles
- Configure notification and approval queues to include the right stakeholders
- Clarify which roles do which activities – “stay in your lane”
- Maintain reports in Workday (upload docs)
- Build in a consistent process for reporting – e.g. track with a status in Workday
- Escalate to dean when needed
- Charge back to the grant when excessive administration falls on grants office or district
- Include on time submission of reports in individuals' performance reviews
  - Mitigate risk
  - Incentivize good practices
- Identify incentives when implementing new process – for example:
  - List of top performers
  - Grant of the month
  - Word to the deans and president
  - Recognition
  - Competition
  - Visibility
  - “Gold stars”
  - Set aside financial incentives
- Develop a rubric by which to score grants
  - Achieving stated outcomes
  - Spending according to plan
  - Meeting timelines
  - Etc.

- Monitor grants real-time – dashboards, reports
- Assign grant award tasks in Workday – internal and external
- Push out reports at given dates – auto-generate
- Explore dashboard functionality in Workday
- Develop internal auditing to identify issues early enough to correct – e.g. rate of spend
- Develop a role of “grants coach” to serve as a resource for grants owners
- Take results of “desk review” and create a pilot for improvement
- Make it easy to see allowable costs – e.g. notes in Workday with link to docs, attachments
- Implement tolerances – e.g. + or – 5%
- Include grants in budget transfer review process
- Use a tool to determine matching figures – e.g. space, overhead, etc.
- Make agreements up front – e.g. rates, indirect costs, match, direct costs, space, etc. (rather than after award)
- Clarify facilities match across the board
- Clarify administrative and programmatic costs
- Clarify salaries and benefits as match
- In Workday, include indirect cost calculations, revenue recognition, splits, etc.
- Agree and decide on how to handle indirect costs – for example:
  - Distribution – e.g. A% to grants, B% to district services, C% to department, D% to dean/VPI
  - Incentives
  - Clear options
  - Percentage to district
- Take the mystery out of indirect costs
- Determine if a grant is “worth it” at the beginning
- In Workday, if indirect cost rate changes can charge to the source
- Zero percent for indirect cost rate is only okay in exceptional circumstances
- Consider the size of the grants staff to support grants
- Close out is easy when the grant has been managed well
- Change mind set – thinking about close out process begins the day the grant is awarded
- Build credibility as colleges and district, will then attract more grants
- If possible, don’t return money – find real, legitimate expenditures related to the grant
- Build in dates – e.g. vacations
- Develop a closeout checklist – e.g. milestones in progress, estimate expenses – and notify a few months before the grant end date
- Consider a tool for project management – e.g. Workday Projects
- Schedule and automatically push out reports – e.g. monthly budget recap
- [Discuss and decide on the above policy, terminology, and definition items before Workday Design sessions in Jan/Feb]
- Define the overall mission of the grants office – what types of grants are the priorities and how do they support the strategic goals and objectives of the District and College?

- Further refine the criteria for applying for a grant – identify key elements that make a grant worth applying for
- Assess the workload Impact for faculty, staff, and various offices. How do they ensure they have evaluated the impact on everyone involved in the grant?
- Have District Services Administrative Offices weigh in on the appropriateness of applying for any grant(s) that impact them. The impact on HR (on hiring) and Accounting (for all payments) is a large percentage of grant administration and should be highlighted in the document
- Establish guidelines for reasonable timelines for pre-proposal all the way to close-out of a grant
- Instead of passing a grant from writer to writer and making each responsible for “the latest draft”, the Grants office could perhaps:
  - Send daily status reports (at least during “crunch time” near the grant submission deadline) on which work remains to be done, by whom, and the deadlines.
  - Require writers to send their writing assignments to the Grants office for insertion into the official draft; this will control versioning and formatting and will allow work to proceed in parallel rather than serially.
  - “Lock” completed sections so that corrected mistakes don’t revert



## APPENDIX B

### Obstacles

In the same manner, participants identified the following obstacles:

- Using Excel to track grants
- Grants award year can be different from FY – making reporting difficult
- “Informal” collaboration between colleges
- Using different terms to describe the same thing – can be confusing
- Not a true “intent to apply” process
- Sometimes joining a consortium can complicate the process
- Sometimes the grants office is out of the loop
- “Painful experience” resulted in the pre-authorization form – it gets the signatures but does not ensure engagement and ownership
- Sometimes the form is not being used
- Requiring job descriptions to be approved every time – e.g. admin assistant – may not comply with CSEA deadlines
- Current interpretation of “rights of continuation” are creating difficulties with grants hiring and retention
- When developing proposals, versions get confused – not using collaborative document revision tools
- Lack of training in how to use tools
- CBOs not always in the loop to review grants budgets at the colleges
- Forms and attachments are difficult to track and maintain
- Sometimes IT or District are left out of the review process
- When there are district-wide grants, it’s not always clear who is leading
- District office can be a source of animosity
- Unclear who is authorized to sign certain docs
- With short time frames, sometimes “chasing” signatures”
- Sometimes the grantor rejects because of technical details
- Errors are “painful” – the stakes are high and could result in losing grant
- Subbing results in less control
- Some sub-contracts cost more than they are worth
- Not always clear how to be engaged
- Operational tasks can be onerous – when there’s not a clear owner/administrator, gaps result
- When a grant owner is reluctant, they can be surprised and overwhelmed with the size of the task
- Some stakeholders aren’t notified
- Double counting
- Can’t encumber salaries and benefits in Escape
- Copies are kept at the colleges and the district – in multiple places at each

- Foundation replicating grants process
- Foundation equipment and other purchases via grants are not in district inventory or tagged
- Unclear definition of “grants”
- When is it a “contract”?
- Unable to follow our own timelines
- Time take for Board approval sometimes results in losing grants
- Sometimes it is difficult to align with semester windows
- Do sub-contracts go through grants office or straight to district?
- Between award and building budget, need new Org relationships
- Redundant submissions to Board-i.e., grant award, contract, budget amendment, transfer, etc.
- Grants owners leave mid-grant
- Sometimes one person is in charge, but authority is delegated to 30 or 40 people – delegates may not have training, access – represents significant overhead costs
- Unallowable expenses making it all the way to district purchasing
- College’s are doing billing with “homemade” invoices – lack of controls
- Some agencies require their own invoice format
- Some agencies require canceled checks with invoices – can delay billing
- Invoice may not map to grant time period in Escape
- Non-accounting people are creating invoices
- Internal control issues with same person creating invoices as manages budget and purchasing from grant
- Grant cycles out of sync with FY
- Purchasing closes at year end – difficult for grants purchases-timing issue
- Hiring based on college/district dates not on grant dates
- HR Interpretation of hiring and bumping may be overly rigid
- Not reviewing overpayment or bad debt
- Finding unpaid invoices too late – e.g. at year end
- College does not know when an invoice has not been paid – no outstanding receivables report
- Let finance drive reporting – but there are other stakeholders
- When an item is not vetted at the college, results in additional process “churn” when it gets to the district
- Inconsistent financial reporting – college, district, state, fed
- Some reporting is not certified by the district
- Bifurcation in reporting between narrative and financial (match) portions
- No consequence for late submission of reports
- Don’t get all the needed data until the 10<sup>th</sup>
- Have to request reports
- Spending a lot of grant money at the end – lots of churn
- For some grants, lack of oversight and management

- Mid-point adjustments create process churn
- Disallowed expenses
- Reinventing the auditing/monitoring process every time – different questionnaire every time
- Budget transfers without approval
- Time and expense process
- How to assess space, machinery, overhead, etc. for match
- Haphazard distribution of indirect costs and revenue – “benevolent” “ignorant”
- Lots of current grants have zero percent indirect cost rate (should be the exception, not the rule)
- Not always having the conversation up front about good indirect cost rate
- Using a shadow system to track closeout dates
- Closeouts are all over the map – inconsistent
- Risk credibility when we don’t do right by the grant
- Supplanting – not in compliance – at risk
- Sometimes fiscal services and grants care more about the grant than the PI or grant director
- Feds can hold up budget modifications – e.g. six months if lead, longer if sub-contractor
- The Vice Chancellor of Technology & Learning Services performs a technical review of all grants. However, he sometimes receives grant applications without adequate time to review them (sometimes the day they are due), which effectively forestalls his assigned review.
- Initial “Intent-to-Apply” submissions sometimes bypass District Services. However, since the District serves as the fiduciary agent for many grants, District Services must be involved.
- Sometimes in the past grant applications have played “fast and loose” in allocating match; this could be problematic if there’s an audit.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM: 6.1**  
**DATE: 1/27/14**

**TO:** Board of Trustees

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

**RE:** SOCCCD: Approval of Agreements for HR/Financial Software System and Implementation Partner, Workday, Inc. and CedarCrestone, Inc.

**ACTION:** Approval

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### **BACKGROUND**

The district continually assesses the effectiveness of its services working toward increased efficiencies. SOCCCD's current and aging HR/Financial software systems and processes (25 and 14 years old respectively) are no longer adequate to support the current needs of the human resources, finance, operations, and business functions and exposes the district to increasing risk in compliance, financial, operational, and strategic areas. The district needs to replace the older systems with a modern, comprehensive, and integrated human resources and financial software system.

A steering committee comprised of district and college staff worked to define software objectives which included: streamlined and standardized business processes based on best practices; enhanced services for students, faculty, staff and vendors; improved productivity through automated workflow and system configuration; lowering system support costs; automation of labor intensive and high volume processes and activities; greater transparency and easier access to human resources and financial information; manager and employee self-service capabilities; real-time actionable analytics for decision-making; mitigating risks of system failure, disaster recovery, security and unauthorized system access and breach of confidential personal information; integrated operations and superior reporting capabilities; support future growth; allow the district to stay current with compliance and technology changes; and alignment with district-wide strategic planning and priorities. The existing software employed to address business and human resource operations is insufficient for meeting these objectives.

### **STATUS**

A rigorous competitive procurement process took place and the evaluation was objective, transparent, and fact based. On October 15 and 22, 2012, SOCCCD ran a newspaper advertisement for consideration of Enterprise Finance, Human Resource and Payroll Software and Related Services, RFP #301D. Additional marketing efforts included placing a copy of the "Requests for Proposals" (RFP) on the District's website and notifying firms known to provide these services.

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

On December 10, 2012, seven proposals were received (Exhibit A). Steering committee members evaluated the submittals to select finalists. Three firms along with their implementation partners presented their software and implementation strategy to hundreds of district and college end users over week-long presentations. End users evaluated each module at the end of the presentation, and their evaluations were reviewed by the steering committee. Question and answer sessions were held in the follow-up sessions to address perceived weaknesses. Reference checks included calls to colleges currently using each of three potential software solutions. Exhibit A provides further information regarding the RFP process timeline and criteria.

Workday, Inc. is recommended for the Human Resource/Financial Software System for the maximum amount of \$3,227,361 inclusive of optional items. CedarCrestone, Inc. is recommended to be the implementation partner for project. The contract with CedarCrestone, Inc. is on a time and materials basis, with a maximum amount of \$3,189,501 inclusive of optional items. Some of the optional items will be decided during the first phase of the project when the project plan is completed.

Pricing for the project was reviewed using a five year cost model. Funds are available for the first four years of the project at maximum costs from the associated basic aid allocation. It should be noted that an augmentation request may be made through the normal basic aid cycle and process for additional funding for year five, project management, and district and college personnel backfill requirements during the implementation phase for IT and functional departments. Implementing a comprehensive human resources and financial software system solution is an intensive process that requires expertise of consultants, staff in IT and functional area experts, as well as widespread input from the colleges and district services.

The agreements were extensively reviewed by the three vice chancellors and their staff, legal counsel, our two IT consultants Gartner Group and SIG, the executive director of facilities planning and purchasing, as well as District IT and the project steering committee members.

This recommendation meets and exceeds the district and colleges' needs and is unique to the point of distinguishing it from all other products. It takes advantage of the significant shift in the administrative software market towards cloud-based and multi-tenant Software as a Service (SaaS) computing, object oriented technology, big data analytics, and next generation user experience. Workday, Inc. is uniquely positioned in the higher education sector at the forefront of the emerging cloud-based technology wave. The product achieves the goal of selecting software that will have the longest possible lifespan. Exhibit B outlines the advantages of the Workday product from an information technology perspective. The descriptions of the functional modules within the Workday product are in Exhibit C along with diagrams of the components within Human Resources (HCM-Human Capital Management) and Finance (FM-Financial Management).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. for the amount of \$3,227,361 and the CedarCrestone, Inc. Master Services Agreement and Scope of Work for the amount of \$3,189,501 (Exhibit D) for a total of a five year term effective January 28, 2014.



## HR/Financial Software RFP/Procurement Process

Request for Proposals (RFP)

*Mailed Out - October 15, 2012- 11 Vendors*

1. *Campus Management Corporation*
2. *Ellucian*
3. *Jenzabar*
4. *Oracle America, Inc.*
5. *SAP*
6. *Three Rivers*
7. *Unit4 Agresso*
8. *Workday Solutions*
9. *Escape Technology*
10. *The Meher Group*
11. *Blackbaud Inc.*

*Published in The Register  
October 15, 2012 and October 22, 2012*

Request for Proposals (RFP)

*Submittal Deadline  
Tuesday, November 27, 2012 by 2:00pm*

Vendor Responses to RFP

*Responses Received - 7*

1. *Ellucian*
2. *Workday Solutions*
3. *Oracle America, Inc.*
  - a. *Ciber, Inc.*
  - b. *MIS*
  - c. *IO Consulting*
4. *Phoenix Business Consulting (PBC)*
5. *Unit4 Business Software*
6. *Tyler Technologies*
7. *The Meher Group, Inc*

Regular Steering Committee Meetings to Review and Discuss Vendors Responses

*From November 27, 2012-December 11, 2012  
Met with committee every other week*

Evaluated 7 Vendors Responses and Recommended 3 Vendors for Extensive

*December 12, 2012*



## HR/Financial Software RFP/Procurement Process

Ellucian Demonstration Dates	<i>118 Attendees</i> <i>March 5, 6, 7, 2013 (8am-5pm)</i> <i>March 8, 2013 (8am-10am)</i>
Workday Demonstration Dates	<i>118 Attendees</i> <i>March 26, 27, 28, 2013 (8am-5pm)</i> <i>March 29, 2013 (1pm-3pm)</i>
Oracle Corp. Demonstration Dates	<i>118 Attendees</i> <i>April 9, 2013 (11am-5:45pm)</i> <i>April 10, 11, 2013 (8am-5pm)</i> <i>April 12, 2013 (1pm-3:30pm)</i>
Invited the 2 Top Ranking Vendors for Additional Follow up Demonstration	
Additional Demonstration Workday	<i>10 Attendees</i> <i>July 9, 2013 (11:30a-4pm)</i>
Additional Demonstration Oracle	<i>10 Attendees</i> <i>August 1, 2013 (11:30a-4pm)</i>
Vendor Recommendation Workday	<i>10 Attendees</i> <i>August 17, 2013 (11:30a – 4pm)</i>
Reference Checking Conducted	<i>September 2013</i>
Contract Negotiations	<i>November 2013 – January 2014</i>



## **Information from the RFP #301D dated October 15, 2012**

### **The Intent of the District**

The District is seeking vendor proposals for the procurement, implementation, and ongoing success of enterprise Finance, Human Resources and Payroll application software. In addition, the District seeks a system that includes ancillary products (e.g., relational database management systems) and professional services.

The District is eager to enhance its efforts in the following areas:

- Streamlined business processes
- Improved services for students, faculty, staff and vendors
- Reduce the number of disparate systems needing to be interfaced
- Greater access to important resources
- Improved productivity through the use of web-enabled applications
- Responsiveness to state/federal/internal reporting requirements
- Efficient access to data, information and transaction processing
- Improve analytical and statistical analysis of data over time

At a minimum, it is the District's intent to purchase a financial information system and human resource/payroll system. In addition to these main applications the District will also consider the purchase of travel and expense reporting and grant accounting systems. The proposed modules should share use of an integrated, relational database management system which would also be part of this procurement.

As needed, the District will acquire related software products (e.g., compilers, report writers). Finally, the District will procure as needed services for training, functional consulting, project management, data conversion, software customization, software integration and maintenance, etc.

This RFP includes a presentation of general system requirements and technical requirements. Vendors are encouraged to be as responsive as possible to each item within this document.

### **Critical Criteria for Proposed Software**

The vendor's proposed software *should* meet all of the following critical criteria:

1. Includes modules for Finance, Budget Management, Requisitioning, Purchasing, Accounts Payable, Fixed Assets, Human Resource management, Position Control, Position Budgeting, Payroll Processing and Portal systems that share a single relational database. Vendors must demonstrate that their systems are able to integrate all areas of the District Financial, Human Resources and Payroll operations and interface with all of the existing systems currently in place. Vendors must demonstrate that their systems reduce/eliminate redundant entry of data.
2. Be web-enabled and include web based self-service applications for students, faculty and staff.
3. Provide an integrated Portal application from which all applications can be accessed and support a single sign-on to those applications and ancillary third-party solutions (i.e.; Blackboard LMS, Resource 25)
4. Use current Technology as the foundation of the system.
5. Demonstrate the ability of their systems to provide for multiple levels of data security, including record level security and demonstrate how the system insures the integrity of the data being entered.

6. Describe how your systems provide for the automation of business processes through the use of a workflow engine, workflow modeling and workflow definition tool that will allow the District to automate many multi-step processes.
7. Describe the various levels of reporting capabilities and demonstrate that they are able to easily access data for daily transaction reporting as well as complex multi-level reporting in support of executive decision making and institutional research type of objectives.
8. Describe your solutions support of technologies that will allow for tighter, seamless, real-time integration of data between the enterprise Finance and HR/Payroll solution and necessary third party and in house developed applications.
9. South Orange County Community District is currently "Fiscally Dependent" on the South Orange County Office of Education. The District would like to understand how the proposed solution can be used to processes more information locally but still work with SOCOOE systems.
10. Of particular interest is the vendor's commitment to the standards and requirements of California Community Districts reporting for STRS, PERS and MIS requirements. Please describe how as a vendor you will provide support for these state mandated requirements.
11. Provide information regarding future development of your proposed and future products for the next 3 to 5 years and beyond.

### **Supplementary Questions**

The following questions are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

1. Please indicate whether the proposed software includes the following applications/modules:
  - Integrated Portal
  - Finance (including General Ledger, Budgeting, Requisitioning/Purchasing, Accounts Payable, Fixed Assets)
  - Travel and Expense
  - Grant Accounting
  - Human Resource
  - Payroll including Position Control and Position Budgeting
2. Please provide detailed information about reference sites. We are specifically interested in your most recent implementations. Please include the following:
  - a. Names of institutions
  - b. Contact names, titles, telephone numbers, and email addresses
  - c. List of installed software products and the production status of each, when they were implemented and which release.

Please organize the information about reference sites with respect to the following categories:

- California State and Private Universities
  - California community District(s)
  - Community college districts with multiple colleges
  - State and Private Universities and Colleges
3. It is increasingly important for the District to effectively manage its enrollment, curricula, instructional facilities and assignment of faculty. Please describe how the proposed software supports various instructional management functions.

4. For each of the following items, please provide specific information about how the proposed software supports the District's reporting functions.
  - MIS (including staff file data)
  - PERS
  - STRS
  - 1099 reporting
5. Other state and federal reports: Is the proposed software web-enabled? If so, please describe. What browsers and versions do you support?
6. Please describe how your solution meets Section 508 accessibility requirements.
7. Please describe how your solution meets California law related to Social Security numbers. (SB 25)
8. Please describe all available report writers, query tools, and other ancillary software.
9. Please describe any relevant portal technologies that your solution provides or can be integrated with.
10. Please describe any online training materials that the District should consider.
11. Please describe data migration and integration API's or Web Services available within your solution.

#### **General Technical Information**

Please answer the following technical questions with respect to the proposed system:

1. Please describe in details the options available regarding Relational Database Management Systems Software that the vendor's solution is available to run on? Please indicate the number of clients currently running on each RDBMS platform.
2. What hardware platforms (e.g., application servers, mass storage devices) can be used to support the proposed system? How should such platforms be sized? What operating system(s) can be used to support the proposed system?
3. Please present a physical topology and logical topology (both in graphical form) that describe an appropriate hardware and software environment.
4. Please describe the recommended specifications for client platforms, including operating systems, amount of memory, processor speed, etc.
5. What programming languages are inherent within the proposed system? What compilers, if any, need to be acquired by the District's?
6. What kind of middleware, if any, is recommended or required?
7. Does your applications run on a variety of client workstations, E.g. PC's, Mac's
8. Does your solution support a **completely** browser-based work environment? If not, is such an environment planned? If planned, when is it scheduled to be released?
9. Please describe a typical technical and support staff structure to maintain and support your solution for a campus of our size (eg, database administrators, system administrators, programmers, help desk, etc.)

### Required Format for RFP Responses

#### Section 1: Executive Summary

Provide an executive summary that summarizes the proposal.

#### Section 2: Vendor Profile

Provide the following information:

- (a) Name of vendor
- (b) Vendor's mailing address, telephone number, FAX number, and web site address
- (c) Vendor's primary contact person
- (d) Primary contact person's title, mailing address, telephone number(s), FAX number, and email address
- (e) Brief overview of the vendor's company, products and services

#### Section 3: Vendor's Understanding of the RFP

- (a) Provide a statement that acknowledges the vendor's understanding of the "Procurement Process" as presented in the RFP.
- (b) Provide a statement that acknowledges the vendor's understanding of the "RFP Instructions and Requirements" as presented in the RFP.

#### Section 4: Critical Criteria for Proposed Software

Provide responses to each of the items within the "Critical Criteria for Proposed Software" section of the RFP.

#### Section 5: Proposed Software Products

- (a) Identify all application software that is proposed or required.
- (b) Identify all database technologies and/or file management systems that are proposed or required.
- (c) Identify all required ancillary software (e.g., middleware, compilers, and report writers) that the District should consider.
- (d) Identify all optional ancillary software (e.g., middleware, compilers, and report writers) that the District should consider.
- (e) Summarize the features, functionality and characteristics associated with each software product.

#### Section 6: Supplementary Questions

Provide a response to each of the items within the "Supplementary Questions" section of the RFP.

**Section 7: State/Federal Reporting Requirements**

For each major application (e.g., Student, Financial Aid, Human Resources/Payroll, Finance) summarize the functionality that enables support for state and federal reporting. In particular, such a summary should address the following questions:

- (a) Is the vendor's current software already compliant? If not, how will compliance be achieved?
- (b) What product commitments, if any, is the vendor making with respect to reporting functions? How will such commitments unfold?
- (c) How does the vendor ensure ongoing compliance with the release of software upgrades?

**Section 8: General Technical Information**

Provide a response to each of the items within the "General Technical Information" section of the RFP.

**Section 9: Proposed Training and Implementation Services**

- (a) Describe the training and implementation support that is required, recommended, available or provided for each proposed software product, including the database management system.
- (b) Provide a suggested 18-month implementation schedule, including major milestones.
- (c) For each major system implementation activity, estimate the number of hours of vendor-provided professional services that are needed.

## WORKDAY TECHNOLOGY

Workday's cloud-based enterprise resource planning (ERP) suite for human resource and finance has marked advantages over previous ERP offerings:

1. Student-centered
2. Faster performance
3. Superior data modeling and integration
4. More scalable
5. More elastic
6. Easier setup and maintenance
7. Simplified upgrades
8. Superior security
9. Superior configuration
10. Native mobile access
11. Native advanced analytics
12. Better deployed IT resources

Below are short descriptions of each item.

**Student-centered:** Traditional ERPs place the emphasis on back office users' processing of transactions. In the Workday system, employees and students are the focus; for example, current workflows based upon paper forms will be conducted electronically by employees without additional back office involvement (while back office functions will still exist for specific financial and HR needs, the workload in those areas should be diminished). Previous ERPs were created for an era of mediated services, where students required assistance to accomplish tasks as opposed to accomplishing tasks on their own. Workday's ERP was engineered to allow students to accomplish many tasks by themselves, freeing valuable staff time for higher-value interactions with students.

**Faster Performance:** Workday's cloud-based technology yields superior performance compared to traditional relational database systems offered as a "SaaS" (software as a service) model. In a true cloud-based system, the use of modern data management, massive memory and web-based technologies provides for near real-time transactions and analytics, and, avoids the performance pitfalls associated with the traditional hard-disk-based architectures.

**Superior Data Modeling and Integration:** Workday's RAM-resident, object-oriented model places all data in memory vs. having to swap memory in and out of disk drives. Thus, a "single version of the truth" is provided by having all data and programs (objects) available in memory for both transactions and analysis. In contrast, the traditional disk drive method requires time-consuming replication of data to another system and risks having systems

grow increasingly out-of-sync. Secondly, unlike traditional ERPs that use a relational database model, Workday's object-oriented model tightly binds the workflow, security and business rules (e.g. application code) with the data, making it virtually impossible to violate business rules and consequently provides a high level of data integrity. In contrast, a relational model keeps the application code separate from the data, potentially allowing rules to be violated and resulting in unreliable data. In addition, Workday's system is far more integrated than a traditional ERP (e.g., HR, payroll, accounting, and purchasing are completely integrated). This breaks down the "silos" of information common in academic software systems.

**More Scalable:** True cloud-based systems enable companies to easily scale the number of users on the system. Workday allows for scalability far beyond that of traditional systems. Workday has customers with thousands of users, including one that has over 200,000 users.

**More Elastic:** Similar to scalability, true cloud-based systems are extremely flexible in adding additional processing power and storage without the need for system downtime.

**Easier setup and maintenance:** No customization programming is required in the setup of the Workday system. Customization is achieved through configuration (settings), including business validation rules, security and workflow. The only custom coding required is for those local (non-Workday) systems that must be integrated.

**Simplified upgrades:** Upgrades occur two times per year and any new features can be turned on or left off at the customer's discretion. There is no need to do a major upgrade every five to seven years as with traditional systems; instead, all customers upgrade together so no one is stranded on an outdated version of the system.

**Superior security:** Workday's security is built-in to all levels of activity from transactions to analytics to software integrations, which means that those areas that are highly confidential remain so throughout the entire system. In traditional systems the security is not integrated at all levels.

**Superior configuration:** Workday supports a single set of software code (aka a "unitary codebase") for its entire customer base. Each customer configures their "tenant" through a series of software settings to achieve the desired level of customization. Additional configuration can be achieved by interfacing existing local systems or new local functionality with Workday using their built-in integration tools. All locally developed integrations are hosted by Workday, freeing the customer from the burden of managing and maintaining separate infrastructures.

**Native Analytics capabilities:** Most enterprise systems require separate data warehouses or business intelligence environments to support analytics and reporting, adding a great deal of complexity and expense. In the Workday system, all reporting and analytics are contained within the application and in context of the work being performed. To achieve this, Workday uses an in-memory object model where Workday defines data as objects rather than relational tables. This makes it possible to build, and drill into, analytics reports quickly and “in memory” rather than accessing data from a separate system.

**Native Mobile capabilities:** Workday was designed from the beginning to allow almost full access to all functions via mobile devices like the iPhone and iPad. Other vendors have more limited mobile access features that are “add-ons” rather than natively integrated into the system.

**Better-deployed IT resources:** After deployment, there may be opportunities to re-deploy existing IT staff and resources (i.e., resources previously committed to legacy system support) to more valued ends. The cloud architecture means that hardware and software maintenance, along with much of the support, are outsourced to the vendor; this allows IT infrastructure and staff to be repositioned to areas within IT that need additional support.



## **Workday Product SKU Descriptions**

### **Human Capital Management**

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM also includes Project and Work Management designed to enable organizations to create and manage initiatives, projects, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track initiatives, projects, and work efforts.

### **Time Tracking**

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

### **Procurement**

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts.

### **Expenses**

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics.

### **Core Financials**

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials also includes Project and Work Management.

### **Grants Management**

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

**Cloud Connect for HCM**

Cloud Connect for HCM extends Workday HCM by integrating to partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

**Cloud Connect for Benefits**

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

**Cloud Connect for Third-Party Payroll**

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

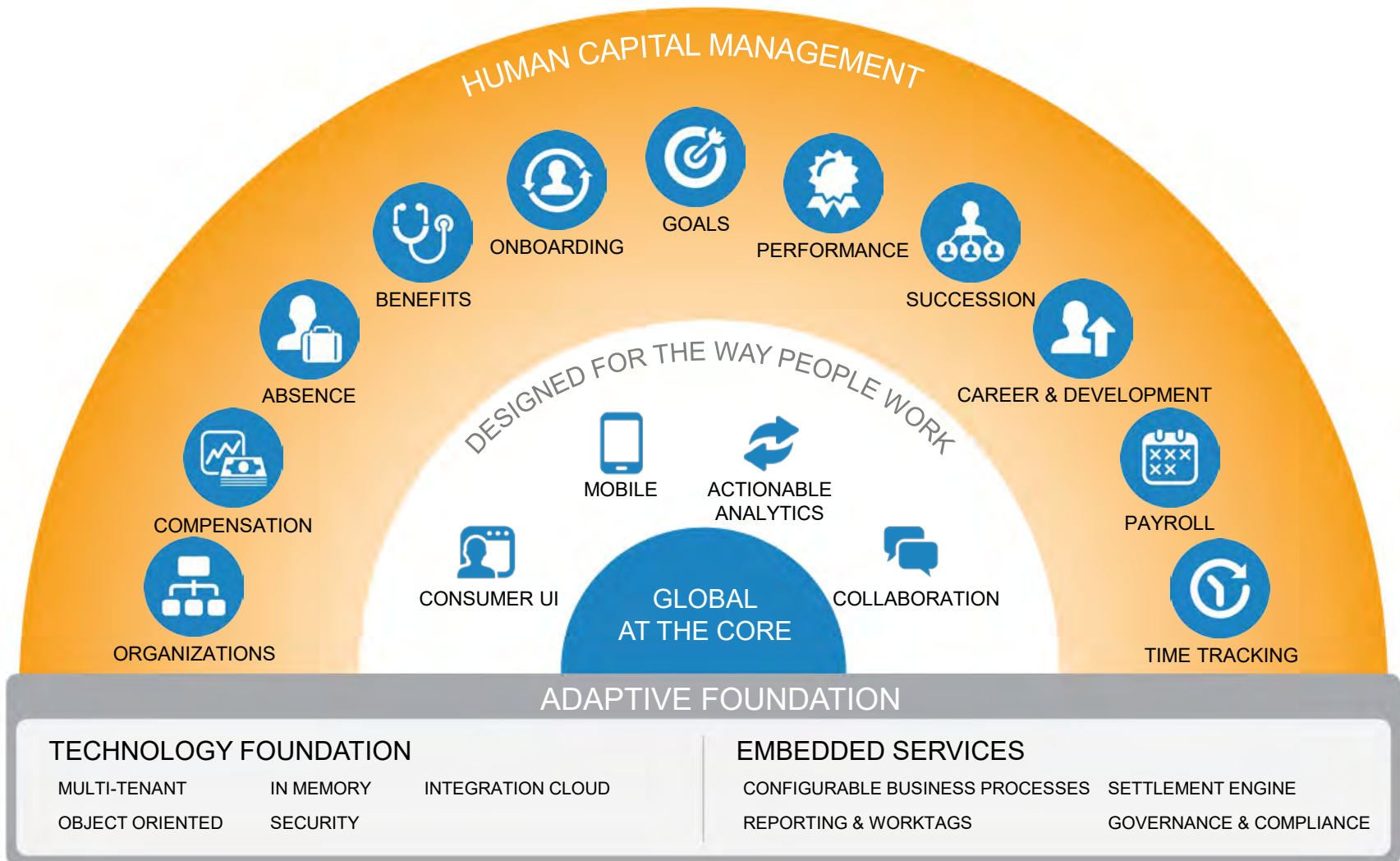
**Cloud Connect for Expenses and Procurement**

Cloud Connect for Expenses and Procurement extends Workday Procurement and Workday Expenses by integrating to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

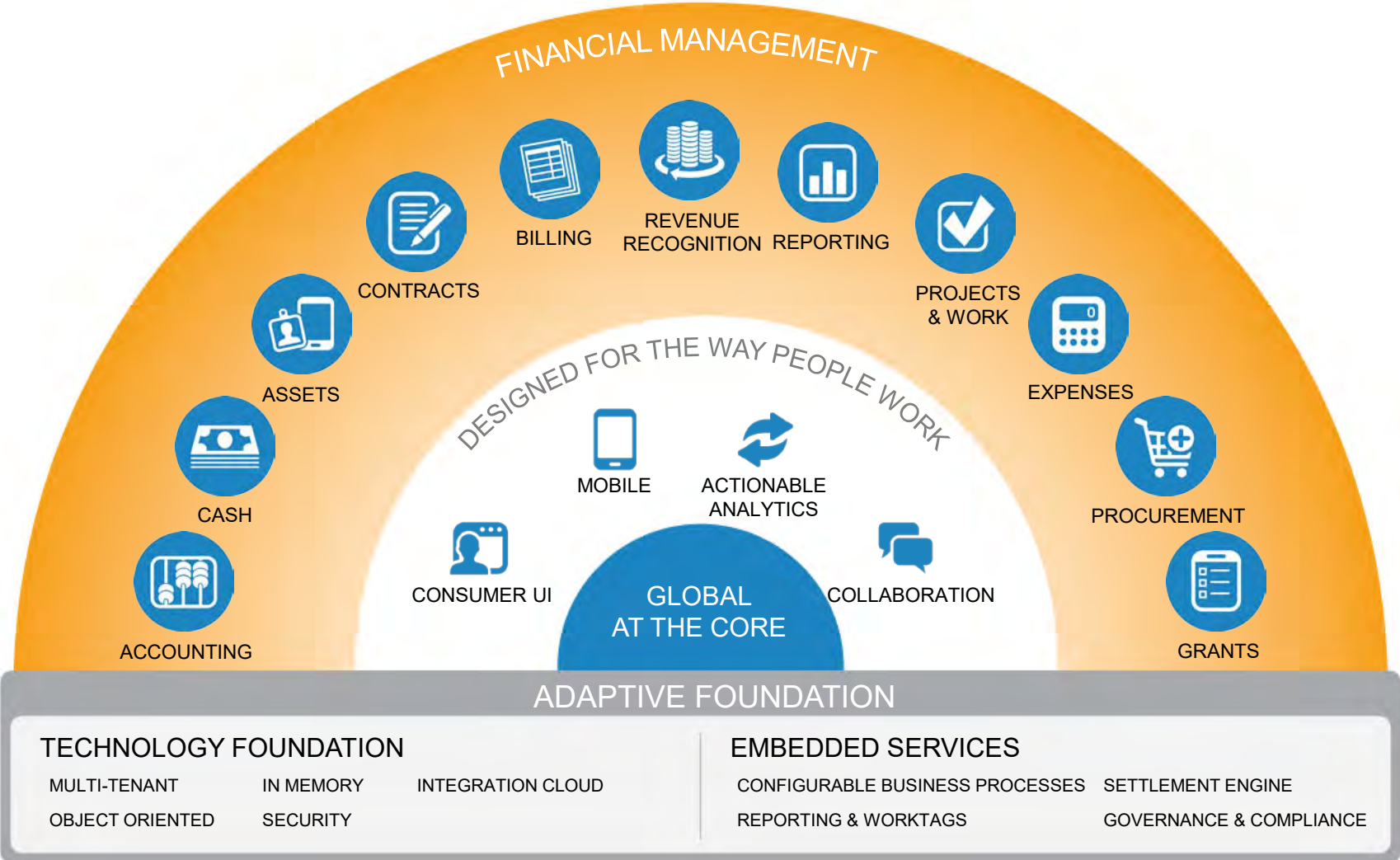
**Cloud Connect for Financials**

Cloud Connect for Financials extends Workday Core Financials by integrating to partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

# The Enterprise Cloud for HR



# The Enterprise Cloud for Finance



## Summary of Workday and CedarCrestone Contracting Documents

In this package you will find the contract forms and other documents relating to the Workday subscription service and other services you may acquire from Workday. Workday's subscription service is offered to customers pursuant to a master subscription agreement with one or more corresponding order forms. Professional consulting services may also be obtained under a separate professional services agreement with a corresponding statement of work. We are happy to answer any questions you may have about these documents and we look forward to quickly proceeding to contract signing and implementation kick-off. We appreciate the opportunity to do business with you.

### DOCUMENTS RELATING TO THE WORKDAY SERVICE:

Master Subscription Agreement	The Master Subscription Agreement contains the general terms and conditions regarding Workday's delivery and your use of the subscription services and general legal terms and conditions governing the relationship. The details regarding subscription term and pricing are contained in one or more order forms.
Order Form	The Master Subscription Agreement will have one more order forms attached. For each subscription service ordered, the relevant order form will define the length of term, service components subscribed to, and subscription fees. Workday training offerings will appear on a separate order form.
Workday Security Exhibit	The Workday Security Exhibit sets forth the minimum security procedures that Workday agrees to follow. Given the fact that the Workday Service is operated on a single code line through a shared environment and infrastructure, the security controls used by Workday apply to all customers.
Workday Production Support and Service Level Availability Policy ("SLA")	The standard terms applicable to all Workday customers regarding production support and uptime commitments.
Workday Data Processing Exhibit	The data processing exhibit incorporates additional terms required by data protection laws. The MSA together with this exhibit serve as the data processing agreement required to document the agreed upon data processing terms.

### DOCUMENTS RELATING TO CONSULTING SERVICES PROVIDED BY CEDARCRESTONE:

Master Services Agreement ("MSA")	The master services agreement documents the general terms under which CedarCrestone will deliver professional services. The details of each professional services engagement will be set forth on a statement of work.
Statement of Work ("SOW")	An essential part of the professional services agreement, it defines the scope of each professional services engagement including a description of any deliverables, responsibilities of each party, assumptions relied upon and pricing for such services.

## Summary of Workday and CedarCrestone Software and Services

The following chart summarizes the software and services that will be provided by Workday and CedarCrestone and how those services are contracted per the contracts on the previous page.

### WORKDAY PROVIDED SOFTWARE AND SERVICES:

<p>Subscription (Software as a Service) -</p> <ul style="list-style-type: none"> <li>Order Form #1</li> </ul>	<p><b>Provided by Workday</b> and includes the following Products (see “Workday Product SKU Descriptions” section below):</p> <ul style="list-style-type: none"> <li>Human Capital Management</li> <li>Time Tracking</li> <li>Procurement</li> <li>Expenses</li> <li>Core Financials</li> <li>Grants Management</li> <li>Cloud Connect for HCM</li> <li>Cloud Connect for Benefits</li> <li>Cloud Connect for Third-Party Payroll</li> <li>Cloud Connect for Expenses and Procurement</li> <li>Cloud Connect for Financials</li> </ul> <p>The Workday subscription also includes Workday Customer Support (case management). Workday will provide updates, patches/fixes, network, storage, operating system, database, provisioning, security, data privacy, data center, disaster recovery, backup, performance tuning, etc. as part of providing SOCCCD Workday software-as-a-service.</p>
<p>Workday Training –</p> <ul style="list-style-type: none"> <li>Order Form #2</li> </ul>	<p><b>Provided by Workday</b> - Standard training offered by Workday Knowledge Management. Includes classroom instructor led training, virtual instructor led training, on demand education, and Workday Adoption Toolkit (for self-service end users).</p>
<p>Workday Delivery Assurance and Strategic Advisory Services –</p> <ul style="list-style-type: none"> <li>Order Form #3</li> </ul>	<p><b>Provided by Workday</b> – Professional Services provided by Workday directly to South Orange County Community College District. These services include the following:</p> <ul style="list-style-type: none"> <li>Configuration Checkpoint Reviews (reviewing the configuration and pre-production tenants at key stages including prior to go live)</li> <li>Integration Checkpoint Reviews (reviewing the design and configuration of integrations)</li> <li>Project Management Reviews (reviewing project management deliverables and project stage gate reviews)</li> <li>Advisory Service (providing strategic design input during Architect and Configuration stages of both HCM and Financials phases).</li> </ul>
<p>Premium Customer Success</p> <ul style="list-style-type: none"> <li>Order Form #4</li> </ul>	<p><b>Provided by Workday</b> – A named Premium Customer Success Manager who maintains the overall relationship between SOCCCD and Workday. Delivers the Framework for Success series, which are multiple one-on-one meetings to prepare SOCCCD for being a Workday production customer. A liaison into Workday to facilitate resolution or responses to customer inquiries and escalations. Review features and roadmap items and engage with SOCCCD to determine timely adoption of new features. Quarterly business reviews throughout term of Workday subscription in addition to ongoing meetings and steering committee participation. Provides Workday communication tailored specifically for SOCCCD.</p>

**CEDARCRESTONE PROVIDED SERVICES:**

CedarCrestone MSA and SOW	<p><b>Provided by CedarCrestone.</b></p> <p>CedarCrestone is priming the SOCCCD deployment of Workday HCM and Financials. As prime, CedarCrestone is responsible for the overall delivery and project success of the Workday implementation and will provide the following key responsibilities:</p> <ul style="list-style-type: none"><li>• Executive Sponsorship</li><li>• Steering Committee representation</li><li>• Project Management</li><li>• Functional Consulting</li><li>• Technical Consulting (integration, data migration, reporting)</li><li>• Change Management</li></ul>
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## **MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement, ("**Agreement**") effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and **South Orange County Community College District ("Customer")**, a California community college district with offices at 28000 Marguerite Pkwy, Mission Viejo, CA 92692. Whereas, Workday provides a subscription Service, Customer desires to subscribe to the Service, and this business relationship and the allocation of responsibilities regarding such Service are set forth in this Agreement. Therefore, the parties agree as follows:

### **1. Customer's Use of the Service.**

**1.1 Provision of the Service.** Workday shall: (i) make the Service available in accordance with this Agreement, the Documentation, and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

**1.2 Customer Obligations.** Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Workday within one (1) business day of discovering any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

### **2. Fees.**

**2.1 Invoices & Payment.** Fees for the Service will be invoiced in accordance with the relevant Order Form. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire transfer.

**2.2 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9 "Term & Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term of that Order Form.

**2.3 Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid

**2.4 Non-Payment Suspension of Service.** If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days after receipt of written notice, without liability to Customer, until such amounts are paid in full. **Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.**

**2.5 Taxes.** Customer has represented to Workday that it is a tax exempt entity and shall provide Workday with its tax exemption certificate. Except as otherwise stated in an Order Form, Workday's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). To the extent that transactions with Customer are not considered tax-exempt, Customer is responsible





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for paying all sales or use Taxes associated with its acquisitions hereunder, this Agreement, and the Service.. Workday shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder (other than sales and use taxes, which shall be the responsibility of Customer) and shall save Customer harmless from liability for any such contributions, premiums, and taxes for Workday's employees and sub-contractors, if applicable. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

**2.6 Employee Count Verification.** The Order Form(s) will identify the metric upon which the Service fees are based ("Employee Count") and the quantum of that metric which is authorized by the subscription fees. The Order Form may identify a schedule for Customer to report its usage metric. Workday may periodically confirm the number of records on its hosted servers and if the number of records or an external report made to a government agency or the media suggests that the reporting provided by Customer was not accurate, Workday will contact Customer to resolve the discrepancy. In addition, unless the Order Form states a different schedule, upon Workday's request but not more frequently than quarterly, Customer will report to Workday its actual Employee Count.

### **3. Proprietary Rights.**

**3.1 Ownership and Reservation of Rights to Workday Intellectual Property.** Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**3.2 License Grant.** Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

**3.3 License Restrictions.** Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

**3.4 Ownership of Customer Data.** Customer owns its Customer Data and shall retain ownership of all Customer Data.

**3.5 Customer Input.** Workday shall have a non-exclusive royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input. Workday acknowledges and understands that Customer has no authority and cannot require that consultants or other third-parties assign any license rights to Workday.

**3.6 Aggregated Data Use.** Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that the Aggregated Data will not include Customer Data or Confidential Information, including the identity, or any information that could be used to determine the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service or the identity of Customer as the sole source of the Aggregated Data or any subset of Aggregated Data. In no event shall the Aggregated Data include any personally identifiable information.



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### **4. Confidentiality.**

**4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

**4.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

**4.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Customer is subject to the California Public Records Act, (Gov. Code § 6250 *et seq.*) If a request under the California Public Records Act is made to view Workday's Confidential Information, Customer shall notify Workday of the request and the date that such records will be released to the requester unless Workday obtains a court order enjoining that disclosure. If Workday fails to obtain a court order enjoining that disclosure, Customer will release the requested information on the date specified. Notwithstanding the foregoing, to the extent that Workday identifies any Confidential Information as qualifying as a Trade Secret under California law when the public records request is made, and supplies justification for such status, pursuant to Gov. Code §6254(k) and Evid. Code §1060 through written notice from Workday's Counsel, Customer shall determine whether the records so identified by Workday are a trade secret and, for portions of records it has determined are trade secrets, shall not disclose such portions unless it receives a court order compelling disclosure, so long as Workday indemnifies Customer against all third party claims arising from failure to disclose such information. In the event that the California Attorney General recommends a different process for the treatment of information that is claimed to be a trade secret, the parties agree that Customer may use such process.

**4.4 Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

**4.5 Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

### **5. Customer Data.**

**5.1 Protection and Security.** During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in the Agreement, Workday's Security Exhibit and the Current Audit Reports. Customer does not need to participate in the Customer Audit Program described in the *Data Processing Exhibit* in order to receive Workday's most recent SOC1 and SOC2 reports. During the Term, Workday will maintain a current certification with the U.S. Department of Commerce under the U.S.-European Union and U.S.-Switzerland Safe Harbor Frameworks. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it. Workday recognizes that Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that Workday may have access to student information during the performance of the Service. Workday agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA and, therefore, Workday agrees that with respect to all Customer Data that is protected by FERPA, to the extent that Workday



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accesses unencrypted Customer Data that is subject to FERPA, Workday will comply with all obligations of a School Official with respect to such access. Any and all rules and procedures that apply to Customer shall apply to Workday as a third party service provider. Workday certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Customer Data and Workday will comply with all such requirements.

**5.2 Unauthorized Disclosure.** If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party, including providing such notice within any time frame required by applicable law. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

### **6. Warranties & Disclaimers.**

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform substantially in accordance with the Documentation; and (ii) the functionality of the Service will not be substantially decreased during the Term and (iii) it will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service (except for any Malicious Code submitted by Customer or its Authorized Parties to the Service).

**6.2 Warranty Remedies.** Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless Workday fails to provide the remedy within a reasonable amount of time; in which case the failure to cure the breach of warranty can be treated as a material breach of the Agreement and Customer shall have all other remedies available under the law or equity.

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

### **7. Mutual Indemnification.**

**7.1 Intellectual Property Indemnification by Workday.** Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Customer may participate in the defense of any Claim at its own expense if required to do so by the California Attorney General and Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the Claim arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service by Customer in combination with any other product or service not provided by Workday where use of the Service alone would not give rise to a Claim of infringement; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing, so long as the replacement or modified Service provides



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the same level and quality of the Service set forth in this Agreement. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at the option of Workday and Workday's sole liability shall be to provide the indemnity in this Section 7.1 and Workday shall refund any prepaid fees for the impacted portions of the Service that were to be provided after the effective date of termination.

**7.2 Indemnification by Customer.** Customer shall defend, indemnify and hold Workday harmless from any Claims made or brought by a third party alleging that the Customer Data infringes the rights of, or has caused harm to, a third party or violates any Law; provided, however, that Workday: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Workday of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

### **8. Limitation of Liability.**

#### **8.1 Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) EITHER PARTY'S INDEMNIFICATION AND/OR INSURANCE OBLIGATIONS; (ii) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (ii) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING EIGHTEEN (18) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST EIGHTEEN MONTHS AFTER THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST EIGHTEEN MONTH PERIOD).

**8.2 Exclusion of Damages.** EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

### **9 Term & Termination.**

**9.1 Term of Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Notwithstanding the foregoing, in no event shall the term of any Order Form, extend beyond that date which is five (5) years from the Effective Date of this Agreement. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

**9.2 Termination.** Either party may terminate this Agreement,: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate this Agreement pursuant to Section 9.3. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.



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**9.3 Loss of Funding.** Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by Customer's Board of Trustees), (collectively, the "Funding Sources.") Customer shall in good faith seek funds from the Funding Sources for payment of amounts due under Order Forms. If the Funding Sources fail to appropriate or allocate the necessary funds, then Customer will issue written notice to Workday and Customer may terminate the Agreement or the impacted Order Form(s) without further duty or obligation as to all unfunded periods occurring after receipt of such notice. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

**9.4 Effect of Termination.** Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Termination for any reason other than Workday's uncured material breach, in accordance with the SLA Service Credit Exhibit, or for Loss of Funding shall not relieve Customer of the obligation to pay all future amounts due under all terminated Order Forms.

**9.5 Retrieval of Customer Data.** Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

**9.6 Surviving Provisions.** The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s) except for any payment obligations due pursuant to Section 9.5. All other provisions of this Agreement, including all Exhibits to the extent that they contain ongoing confidentiality obligations, shall survive any termination or expiration of this Agreement.

### **10 General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

**10.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to South Orange County Community College District, Vice Chancellor of Business Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**10.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Any waiver by either Customer or Workday must be in writing signed by both parties. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

**10.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.



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Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. If the force majeure in question prevails for a continuous period in excess of thirty (30) calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements, including termination of this Agreement.

**10.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.6 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Venue shall be in Orange County, California. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

**10.7 Export.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo if such embargo prohibits use of the Service in or from such country; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

**10.8 Insurance.** Workday will maintain during the entire Term of this Agreement, at its own expense, the following insurance: (a) statutory workers' compensation insurance and employer's liability insurance as required by applicable law; (b) a commercial general liability policy with an aggregate limit of no less than \$2,000,000; (c) an automobile insurance policy with an aggregate limit of no less than \$1,000,000; (d) a professional liability errors & omissions policy including Cyber Liability Insurance to cover crisis management/breach response coverage, cyber extortion, and privacy regulatory proceedings coverage with an aggregate limit of no less than \$5,000,000; and (e) a crime policy with an aggregate limit of no less than \$5,000,000. Upon Customer's request, Workday shall provide certificates of insurance as evidence for these coverages and limits.

**10.9 Good Faith Negotiations and Independent Representation.** The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.

**10.10 Compliance with Applicable Laws.** Workday 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 Workday's business operations. Notwithstanding the foregoing, the Service does not include legal advice or compliance services and Customer is responsible for ensuring that it uses the Service in compliance with all applicable federal, State and local laws, rules, regulations, and ordinances.

**10.11 Permits/Licenses.** Workday and all Workday'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.

**10.12 Use of Customer Name.** Pursuant to Education Code section 71025, Workday shall not, without the express written permission of the Board of Governors of the California Community Colleges or authorized agent, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal as long as such use does not suggest endorsement by Customer or the Board of Governors of the California Community Colleges; however, such usage shall not be classified as an advertisement but only identification as an entity who receives Service



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from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format, only to identify Customer as an entity that receives Service from Workday.

**10.13 Audit Financial Billing.** During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

**10.14 Use by other Entities.** The parties agree that other public sector entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

**10.15 Miscellaneous.** This Agreement, including all exhibits (including, but not limited to, the SLA, Data Processing Exhibit, Workday SLA Service Credit Exhibit, and Workday Security Exhibit) and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other customer order documentation (other than an Order Form executed by both parties) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

### **11 Definitions.**

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy, Workday Security Exhibit, Workday Data Processing Exhibit, and any exhibits or attachments hereto, and any fully executed Order Form.

**"Authorized Parties"** means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

**"Competitor"** means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with



## **MASTER SUBSCRIPTION AGREEMENT**

adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

**"Confidential Information"** means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary..

**"Customer Data"** means the electronic data or information submitted by Customer or Authorized Parties to the Service.

**"Customer Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Customer, and its Employees, but excluding any third party consultants relating to the operation or functionality of the Service.

**"Data Processing Exhibit"** means the *Data Processing Exhibit Workday, Inc. –Data Center in U.S.*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations,

**"Documentation"** means Workday's electronic and hardcopy user guide for the Service which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations..

**"Employee"** or **"Worker"** means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

**"Improvements"** means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Law"** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Order Form"** means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

**"Production"** means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

**"Service"** means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form, including without limitation, any Improvements.

**"SLA"** means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations,





**MASTER SUBSCRIPTION AGREEMENT**

"**Tenant**" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Workday Security Exhibit**" or "**Security Exhibit**" means the *Security Exhibit*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations..

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**South Orange County Community College District      Workday, Inc.**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



## **MASTER SUBSCRIPTION AGREEMENT**

### **WORKDAY SLA SERVICE CREDIT EXHIBIT**

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed Service Availability or Service Response Minimum: the parties shall meet to discuss possible corrective actions;
- b. Second month in any rolling six (6) month period: 10% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- c. Third month in any rolling six (6) month period: 20% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- d. Fourth month in any rolling six (6) month period: 30% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- e. Fifth month in any rolling six (6) month period: 40% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- f. Sixth month in any rolling six (6) month period: 50% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- g. More than three (3) months in any rolling six (6) month period: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



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**ORDER FORM #1  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

<b>Customer Name</b>	South Orange County Community College District
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures below
<b>Order Term</b>	January 27, 2014 through January 26, 2019
<b>Order Term in Months</b>	60
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	2,299,373

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	459,875
2	First anniversary of the Order Term Start Date	459,875
3	Second anniversary of the Order Term Start Date	459,875
4	Third anniversary of the Order Term Start Date	459,874
5	Fourth anniversary of the Order Term Start Date	459,874
	<b>Total Subscription Fees</b>	<b>2,299,373</b>

SKU	Service	Permitted FSE Workers
HCM	Human Capital Management	1,369
CCHCM	Cloud Connect for HCM	1,369
CCB	Cloud Connect for Benefits	1,369
CCTPP	Cloud Connect for Third Party Payroll	1,369
TT	Time Tracking	1,369
EXP	Expenses	1,369
PRO	Procurement	1,369
CCEP	Cloud Connect for Expenses and Procurement	1,369
FIN	Core Financials	1,369
CCF	Cloud Connect for Financials	1,369
GM	Grants Management	1,369

Annual Subscription Fees for Additional FSE Workers	Fees
HCM, CCHCM, CCB, CCTPP, TT, EXP, PRO, CCEP, FIN, CCF, GM (combined)	335.92

Translations	Number of Languages
Number of Translations	None

<b>Number of Named Support Contacts</b>	4
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Customer Contact Information	Billing	Customer Support
Contact Name	Debra Fitzsimons	Kim McCord



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Street Address	28000 Marguerite Pkwy	28000 Marguerite Pkwy
City/Town, State/Region/County, Zip/Post Code, Country	Mission Viejo CA 92692 United States	Mission Viejo CA 92692 United States
Phone/Fax #	(949) 582-4661	(949) 582-4661
Email (required)	dfitzsimons@socccd.edu	krmccord@socccd.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available.

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

**South Orange County Community College District      Workday, Inc.**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



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**ADDENDUM A**

**ADDITIONAL ORDER FORM TERMS**

1. **General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “Agreement”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to “Annual” or “Year” in this Order Form mean the consecutive 12-month period during the Order Term. The “Service” licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. USP is limited to use in the United States. CP is limited to use in Canada. CCB is limited to use in the United States and Canada.

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

*Sample Total FSE Worker Calculation:*

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

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

“**Full-Time Employee**” means a full-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

“**Part-Time Employee**” means a part-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

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

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



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

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

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

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated includes (a) the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12, plus (b) any fees for Additional FSE Workers attributable to the Year prior to renewal. The Base Subscription Fee covers only the number of FSE Workers in the Year prior to renewal. The Annual Renewal Subscription Fees (which cover only the number of FSE Workers in the Year prior to renewal), along with any applicable Subscription Fees for Additional FSE Workers for the Renewal Year are due by the first day of the corresponding Renewal Year. During each Renewal Year, the Subscription Fees per Additional FSE Worker rate will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Renewals will be documented with a new Order Form. If Customer elects to continue use of the Service by using the renewal pricing on this Order Form, the definitions for counting FSE Workers that are on this Order Form will be used for that renewal. NO renewal may extend the Agreement beyond five (5) years from the Effective Date of the MSA.

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

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



**ORDER FORM #2  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

<b>Customer Name</b>	South Orange County Community College District
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures below
<b>Currency</b>	USD
<b>Total Training Fees</b>	<b>313,908</b>

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	148,062
2	First anniversary of the Order Effective Date	41,462
3	Second anniversary of the Order Effective Date.	41,462
4	Third anniversary of the Order Effective Date	41,461
5	Fourth anniversary of the Order Effective Date	41,461
	<b>Total Due</b>	<b>313,908</b>

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	520.00	205	106,600

SKU	Training Offering	Annual Rate	Quantity (# of Blocks)	ODE Fees for Order Term
ODEFIN	On-Demand Education – Financials Library Block	5,000	2	50,000
ODEHCM	On-Demand Education – HCM Library Block	5,000	2	50,000
ODEPAY	On-Demand Education – Payroll Library Block	5,000	1	25,000
ODETECH	On-Demand Education - Cross-Application Technology Library Block	5,000	2	50,000
	Total ODE Fees for Order Term			175,000

**ODE Order Term: 60 Months**

SKU	Training Offering	Total Number of Workers	WAT Fees for Order Term
WAT	Workday Adoption Tool-Kit	2923	32,308

**WAT Order Term: 60 months**

The link to the ODE and WAT offerings will be delivered to the respective ODE and WAT Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing	ODE Named User	WAT Named User
Contact Name	Debra Fitzsimons	Kim McCord	Kim McCord
Street Address City/Town, State/Region/County, Zip/Post Code, Country	28000 Marguerite Pkwy Mission Viejo, CA 92692 United States	28000 Marguerite Pkwy Mission Viejo, CA 92692 United States	28000 Marguerite Pkwy Mission Viejo, CA 92692 United States
Phone/Fax #	(949) 582-4664	(949) 582-4661	(949) 582-4661
Email (required)	krmccord@socccd.edu	krmccord@socccd.edu	krmccord@socccd.edu



This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

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

**South Orange County Community College District      Workday, Inc.**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed





**ADDENDUM A**

**ADDITIONAL ORDER FORM TERMS – TRAINING**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. **Classroom and Virtual Training Terms.** The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance to a Workday classroom training course at a designated Workday facility for one attendee, (ii) one day of training for one person to attend a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance to a Workday virtual instructor-led training course for one attendee. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for cancellation of class enrollment must be received by trainadmin@workday.com or entered into the Learning Management System at least ten (10) full calendar days prior to the scheduled start date of the class. Cancellations received less than ten (10) calendar days prior to the scheduled start date are subject to the full training fee, but Customer may substitute a different Customer Employee at any time before the course begins without penalty.
2. **Training Credit Bulk Purchase Option.** Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits and a la carte training purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made hereunder and will remain in effect for at least one (1) year following the Order Effective Date. :

<b>Number of Pre-paid Training Credits Acquired</b>	<b>Applicable Rate Per Training Credit</b>
0 – 25	USD \$600
26 – 50	USD \$580
51 – 75	USD \$560
76 – 100	USD \$540
101-249	USD \$520
250+	USD \$500

3. **On-Site Training Terms.** On-site training at Customer’s site is subject to Workday’s approval as to availability of instructor and adequacy of the training facility and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced as incurred. When the parties are scheduling on-site training, upon Customer’s request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offerings unless cancellation notice is received at least three (3) weeks prior to the scheduled start date for the on-site training. If Customer cancels any on-site training, Customer shall reimburse Workday for non-refundable travel and living expenses, including cancellation fees assessed by carriers or return airfare for instructors if a course is canceled after the instructors arrive on-site. Customer shall not be responsible for any applicable fees, or travel expenses if a class



is cancelled by Workday. In the event Customer attempts to schedule a class and Workday is not able to schedule the class within the applicable period, Customer will not lose credits applicable to that training period. [The minimum and maximum number of students for any on-site training is eleven (11) minimum and twenty (20) maximum.

4. **On-Demand Training Terms.**

A **“Block”** is a group of five Named Users. A **“Library”** is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, and (iv) “Workday Payroll”. A **“Named User”** is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the ODE. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the ODE content within a specific Library during the stated number of years above.

5. **Workday Adoption Toolkit Terms.**

Workday Adoption Toolkits (“WATs”) include: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the WAT Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the WAT Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the WATs solely for the purpose of internally distributing the relevant WAT material to promote internal use of the Service by Customer’s Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the WATs made by it. Subject to Workday’s underlying intellectual property rights in the WATs and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer’s own efforts or suggestions received from any source other than Workday, that relate to the WATs (“WAT Improvements”). . Customer grants to Workday a non-exclusive royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all WAT Improvements. Customer agrees that WAT Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any WAT Improvements should Workday create similar materials independently. Workday acknowledges and understands that Customer has no authority and cannot require that consultants or other third-parties assign any license rights to Workday.

6. **Miscellaneous Training Terms.**

Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties who are not Authorized Parties to access or use Workday training or related materials including, but not limited to, other existing or potential Workday customers or partners, subject to any required disclosure under the Public Records Act or other law. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday’s prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer’s Employees and Customer’s Authorized Parties. Workday may utilize an external learning management system for training *enrollment and tracking of course attendance*. Customer understands that any such system is not part of the Workday Service.



**ORDER FORM #3  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

<b>Customer Name</b>	South Orange County Community College District
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures below
<b>Order Term</b>	Eighteen month period beginning on the Order Effective Date
<b>Currency</b>	USD
<b>Total Estimated Consulting Fees</b>	314,080

SKU	Consulting Engagement Type	Standard Hourly Rate	Estimated Hours	Estimated Fees
DA	Delivery Assurance Checkpoint Reviews	330	206	67,980
DAPM	Delivery Assurance Project Management Reviews	350	296	103,600
ADV	Advisory Strategic Services	285	500	142,500

The DA estimated hours are based on a scope limited to typical deployment activities for the following:

<b>Service SKUs in Deployment Scope</b>	HCM; CCHCM; CCB; USP; CCWP; EXP; PRO; CCEP; FIN; CCF; TT; GM
<b>Number of Absence Plans in Deployment Scope</b>	10
<b>Number of Performance Plans in Deployment Scope</b>	4
<b>Number of Compensation Plans in Deployment Scope</b>	7
<b>Number of Benefit Plans in Deployment Scope</b>	18
<b>Number of Integrations in Deployment Scope</b>	20

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

**Fees and Payment.** The fees for the reviews and guidance will be billed on a time and materials basis at the hourly rate set forth in this Order Form and invoiced each month along with the related expenses. Invoices are due in accordance with the MSA. Notwithstanding any other provision herein to the contrary, neither party shall have any obligation with respect to the performance of, or payment for, Services beyond the estimated fees without an amendment to this Order Form or a new Order Form authorizing such additional fees.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.



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

**South Orange County Community College District      Workday, Inc.**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



## ADDENDUM A

### ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “Agreement”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

The schedule of checkpoints and milestones will be incorporated into the project plan, to be created during the project plan stage and reviewed during Project Plan Review as described in 1.c.ii below.

#### 1. Description of Consulting Activities.

##### a) Configuration Checkpoint Reviews:

- i. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer’s prototype tenant that will be used for system testing. This review is conducted early in the project in an effort to identify configuration issues that can be remedied quickly and with minimal impact to the project timeline.
- ii. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration.

##### b) Integration Checkpoint Reviews:

- i. Architect stage: The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities as mutually agreed upon between the parties per the project plan such as reviewing the integration design for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage.
- ii. Build stage: The integration build review is a detailed code and configuration review of integrations. The consulting includes review of Workday configuration such as attributes, maps, field overrides, and code review such as Studio projects, XSLT for Enterprise Interface Builder.

##### c) Project Management Reviews:

- i. Deployment Roadmap: Create a high level deployment roadmap covering Customer’s first year as a Workday customer.
- ii. Project Plan Review: Review the project plan for timing of project activities based on Update dates and scheduled activities.
- iii. Stage Assessments: Create stage assessments at the end of each project stage, as defined by the Workday deployment methodology, which includes a summary of delivery assurance review activities planned and performed during the stage, status of those activities and actionable comments.
- iv. Test Plan Review: Review the project test plan and provide recommendations based on Workday’s standard deployment testing strategy. This review does not include validation of specific test scenario criteria.
- v. Delivery Assurance Project Summary: Provide an overall summary of the delivery assurance activities completed during the project.
- vi. Participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on one monthly steering committee meeting and a one-hour weekly project status meeting.

##### d) Advisory Service:

Workday may also provide the project team with general architect and configuration guidance during the Architect and Configure & Prototype stages of Customer’s project.

#### 2. Conditions.

- a) Workday anticipates that the reviews included in this Order Form will be performed approximately 75% offsite and 25% onsite at a Customer location. Time and location of onsite work will be agreed to by both parties.
- b) Customer will be responsible for the reasonable and actual travel and living expenses incurred by Workday at Customer’s location, which will be invoiced as incurred. Customer will pre-approve trips and, upon Customer’s request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy in advance.



- c) Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project, to complete the project within the estimated number of hours and to meet date commitments, if applicable, could be at risk.
- d) The estimates are based on the deployment scope described in this Order Form. Any changes to the scope may impact both the time required to complete the reviews and the total estimated fees.

3. **Ownership.** All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance including all Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Order Form or the MSA shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. All Customer Confidential Information shall be, and remain, the property of Customer.

4. **Warranty and Disclaimer.** Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.



**ORDER FORM #4  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)  
(PREMIUM CSM)**

<b>Customer Name</b>	South Orange County Community College District
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures below
<b>Order Term</b>	Twelve (12) quarterly periods beginning on the Order Effective Date
<b>Currency</b>	USD
<b>Total Fees</b>	300,000

SKU	Consulting Engagement Type	Number of Quarterly Periods	Quarterly Fee	Total Fees Due
PCSM	Premium Customer Success Management	12	25,000	300,000

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

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

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

**South Orange County Community College District      Workday, Inc.**

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed



## ADDENDUM A

### ADDITIONAL ORDER FORM TERMS – PREMIUM CUSTOMER SUCCESS MANAGEMENT

**1. Premium CSM General Terms.** Workday will provide Premium Customer Success Management for Customer during the Order Term in the form, type and manner provided herein. Any changes to the scope or fees must be documented in a mutually acceptable change order signed by an authorized representative of each party. Premium CSM included in this Order Form will be performed remotely unless onsite meetings are mutually agreed upon by Customer and Workday. If applicable, Customer will provide adequate workspace and Internet connections when Premium CSM is performed onsite. Customer is responsible for the timely coordination of its internal resources as necessary. Premium CSM activities have been priced for a specific three (3) year period following Order Effective Date. If Premium CSM activities are delayed for more than thirty (30) days consecutively due to circumstances outside Workday's reasonable control (such as by Customer's decision to suspend the implementation project), Workday reserves the right to reassign its resources.

**2. Scope of Premium CSM.** Premium CSM may consist of the following specific activities as mutually agreed upon by Workday and Customer. Initial and ongoing meetings will address which activities will be performed for Customer, with a Scope of Services to be finalized within sixty (60) days of the Effective Date of this Order Form. Any deviations from initial scope will be mutually agreed to in advance in writing. Personalized Framework for Success series aligning with deployment phases to help prepare Customer for go-live and life in production (if applicable)

- a) General guidance to Customer relating to their use of the Workday Service
- b) A liaison into Workday to facilitate resolution or responses to customer inquiries, escalations and cases
- c) Feature reviews to help Customer understand impact and plan for adoption of those features
- d) Assistance with development of Customer roadmap for functionality adoption to align with business objectives and production plans
- e) Business Reviews including:
  - i. Workday Service review
  - ii. Guidance on new programs, training and Workday offerings
  - iii. Analysis of case management trends to determine opportunities for greater success
  - iv. Reviews of Customer's strategic and business goals to align with Workday solutions and development roadmap
- f) Participation in regularly scheduled status meetings with Customer and Partner Project Manager, which may cover:
  - i. Workday features and functions alignment
  - ii. Workday Update timeline
  - iii. Training recommendations
- g) Key Workday communications tailored to Customer regarding:
  - i. Emphasizing Workday alerts and communication that could impact Customer
  - ii. Partnering opportunities for Customer and Workday
  - iii. Participation in user groups and other Workday led events
- h) Guidance and advice on services and training offerings to align specifically with Customer's lifecycle and business needs
- i) Guidance for appropriate use of:
  - i. Workgroups (a broader group of customers who provide input on functionality and user experience direction for new capabilities)
  - ii. Brainstorm (on the Workday Community web site where customers suggest and vote on product enhancement ideas)
  - iii. User Groups (groups of customers that have common interests related to Workday to discuss and collaborate on various topics by product area or region)

**3. Fees, Expenses and Payment.** The Premium CSM fees set forth in this Order Form must be paid in advance in quarterly installments. The first quarterly payment is due 30 days after the Order Effective Date.





Workday will invoice the subsequent quarterly fees in advance to be due on the first day of each quarterly period. All fees are non-cancelable and non-refundable. Customer will be responsible for the reasonable and actual travel and living expenses incurred by Workday at Customer's location, which will be invoiced as incurred. Customer will pre-approve trips and, upon Customer's request, Workday will provide an estimate for travel and living costs and a copy of its travel expense policy.

**4. Termination.** Customer may terminate this Order Form at any time by giving Workday at least ninety (90) days prior written notice of termination. The breach and cure process described in Section 9 of the MSA will be used to handle any other disputes.

**5. Warranty, Disclaimer and Remedies.** Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday within thirty days of Customer's discovery of a deficiency which describes any deficiencies and, in the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, within thirty days after Workday informs Customer of such, Customer may terminate this Order Form (but not the Agreement or any other Order Form) and Workday shall refund Customer prorated amounts paid for the defective portion of the review and any pre-paid fees that have not been earned as of the effective date of such termination. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER FORM AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PREMIUM CSM.



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## **SECURITY EXHIBIT**

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

- 1) Security Awareness and Training – A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
  - a) Training on how to implement and comply with its Information Security Program;
  - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
- 2) Access Controls - Policies, procedures, and logical controls:
  - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - b) To prevent those workforce members and others who should not have access from obtaining access; and
  - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
- 3) Physical and Environmental Security – Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

These controls include:

- a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
  - b) Camera surveillance systems at critical internal and external entry points to the data center;
  - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
  - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
- 4) Security Incident Procedures – A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data.

Such procedures include:



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## **SECURITY EXHIBIT**

- a) Roles and responsibilities: formation of an internal incident response team with a response leader;
  - b) Investigation: assessing the risk the incident poses and determining who may be affected;
  - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
  - d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
  - e) Audit: conducting and documenting root cause analysis and remediation plan.
- 5) Contingency Planning/Disaster Recovery – Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data.

Such procedures include:

- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
  - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
    - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
    - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
  - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
- 6) Audit Controls –Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
- 7) Data Integrity – Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
- 8) Storage and Transmission Security – Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
- 9) Secure Disposal – Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
- 10) Assigned Security Responsibility – Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
  - b) Defining security roles and responsibilities for individuals with security responsibilities; and
  - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.



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**SECURITY EXHIBIT**

- 11) Testing – Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.

Such testing includes:

- a) Internal risk assessments;
- b) ISO 27001 certification; and
- c) SSAE Type II (or successor standard) audits twice annually.

- 12) Monitoring – Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems.

Such monitoring includes:

- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
- b) Reviewing privileged access to Workday production systems; and
- c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

- 13) Change and Configuration Management – Maintaining policies and procedures for managing changes to production systems, applications, and databases.

Such policies and procedures include:

- a) A process for documenting, testing and approving the promotion of changes into production;
- b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
- c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
  - i) Cross-site request forgery
  - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
  - iii) XML and SOAP attacks
  - iv) Weak session management
  - v) Data validation flaws and data model constraint inconsistencies
  - vi) Insufficient authentication
  - vii) Insufficient authorization

- 14) Program Adjustments – Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

- a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;
- b) Security and data privacy regulations applicable to Workday; and
- c) Workday’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

## Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

### 1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

### 2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable due to an unplanned outage in the month
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00 am (Eastern) on Saturday. All times are subject to change upon reasonable notice.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday Production Service at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center.

### 3. Workday Update Process and Notifications:

Periodically, Workday introduces new features and functionality in a new version of the Workday Service with enhanced functionality across all, or substantially all, Workday modules ("**Update**"). Prior to an Update, Production customers will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Specific information and timelines for each Update can be found on the Workday Community (<https://community.workday.com>). Updates will be performed during a weekend following any Planned Maintenance. Customers shall provide a named Update Contact, with access to Workday Community, to schedule and manage Customer through its Update process. Workday provides information for managing the Update process on the Workday Community.

Workday currently Updates the Service three (3) times per year but the number of Updates may be increased or decreased by Workday. Workday shall provide notification of and information about Updates beginning at least ninety (90) days prior to providing new Updates in Customer's Update sandbox environment. Such notification shall be made via Workday Community.

## **Workday Production Support and Service Level Availability Policy (SLA)**

### **4. Service Response:**

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday Production Service in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

### **5. Disaster Recovery:**

Workday will maintain a disaster recovery plan for the Workday Production Service in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Service becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Service became unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers.

### **6. Case Submittal and Reporting:**

Customer's Named Support Contacts may submit cases to Workday Support via the Workday Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available on demand via the Workday Customer Center.

### **7. Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

### **8. Support Issue Production Severity Levels - Response and Escalation:**

Response Time is the period from the time the Production case was logged in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

## Workday Production Support and Service Level Availability Policy (SLA)

### Severity Level 1:

- **Definition:** The Workday Service is unavailable for all users or a Workday issue prevents payroll or tax processing and/or financials quarter-end or year-end close processing.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

### Severity Level 2:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

### Severity Level 3:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

### Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** Customer may request that Workday escalate the problem to the appropriate Workday organization.

## Workday Production Support and Service Level Availability Policy (SLA)

- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5: (Including Customer Care and Operations Requests):

- Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

### 9. Workday Support Scope:

Workday will support functionality that is developed by Workday and under its direct control. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

### 10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday's Developer Network at [www.developer.workday.com](http://www.developer.workday.com).

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

### 11. Service Credits:

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in this SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the Master Subscription Agreement or applicable Order Form.

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**DATA PROCESSING EXHIBIT**  
**WORKDAY, INC. – DATA CENTER IN U.S.**

**Introduction**

- A. Customer concluded a Master Subscription Agreement (“MSA”) with Workday and in the context of the Service provided, Workday and its subsidiaries will process Personal Data on behalf of Customer and its Affiliates.
- B. Customer together with its Affiliates, are considered Data Controllers in respect of the Processing of Personal Data that takes place in the context of the Service provided by Workday. Workday, together with its Affiliates, is a Data Processor. For the purposes of this Exhibit, the obligations on both parties shall also apply to their respective Affiliates.
- C. Customer and Workday wish to supplement the terms of the MSA and formalize the terms and conditions that will be applicable to the Processing of Personal Data by Workday of the Personal Data belonging to Customer and its Affiliates.

**1. Definitions and interpretation**

- 1.1 The following terms shall have the following meanings in this Exhibit.

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Affiliates**” shall have the same meaning as in the MSA.

“**Contingent Worker**” shall, for the purposes of this Exhibit only, mean: (i) an individual directly engaged by Workday (not employed through another entity) to perform any of Workday’s obligations under the MSA or this Exhibit; or (ii) an individual who is engaged by Workday to perform any of Workday’s obligations under the MSA or Exhibit but employed through a staffing firm entity (other than an Affiliate of Workday) where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual.

“**Customer Data**” shall have the same meaning as in the MSA.

“**Customer Audit Program**” means Workday’s customer audit program where, subject to the then current terms of the program, Workday shall provide, and customers shall pay for, an audit of the Service on an annual basis for each year specified in the relevant order under the program (“Audit Program Order”). At any time during the term of the MSA, Customer may elect to execute an Audit Program Order.

“**Data Controller**” shall mean the legal person which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” shall mean the person or body which Processes Personal Data on behalf of the Data Controller, without coming under the direct authority of the Data Controller.

“**Data Protection Directive**” means Directive 95/46/EC.

“**Data Subject**” shall mean the person to whom the Personal Data relates.



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“**EEA**” shall mean the European Economic Area.

“**Exhibit**” means this Data Processing Exhibit forming part of the MSA.

“**Personal Data**” shall mean any piece of information that is related to an identified or identifiable individual that has been provided by Customer or its Affiliates as Customer Data to enable Workday to Process the data on its behalf.

“**Processing or Process**” shall mean any operation or set of operations concerning Personal Data, including the collection, recording, organisation, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

“**Service**” shall mean the hosted software services performed by Workday as described in the MSA.

“**Subcontractor**” shall mean an entity engaged by Workday which performs Data Processing which is not an Affiliate of Workday or a Contingent Worker. For the avoidance of doubt, a co-location data center facility is not a Subcontractor under this Exhibit.

## **2. Data Controller and Data Processor**

2.1 Customer and Workday acknowledge that Customer and/or Affiliates qualify as Data Controllers with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

2.2 Customer and Workday acknowledge that Workday and its Affiliates qualifies as Data Processor with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

## **3. Customer Instructions**

3.1 Workday shall only Process the Personal Data to the extent necessary to provide the Service to Customer and its Affiliates and only for the purposes - as agreed upon by Customer and Affiliates – as instructed by Customer and in a manner consistent with this Exhibit. The MSA and this Exhibit are Customer’s instructions to Workday for Processing of Personal Data.

3.2 Customer acknowledges that Workday is reliant on the Customer alone for direction as to the extent Workday is entitled to Process the Personal Data. Consequently, Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday’s actions to the extent that such actions directly result from instructions received from Customer.

3.3 Throughout the term of the MSA, Workday will, at its election and as necessary under applicable law implementing Article 12(b) of the Data Protection Directive, either (1) provide Customer with the ability to correct, delete or block Personal Data; or (2) make such corrections, deletions, or blockages on Customer’s behalf.

## **4. Mutual obligations**

Each party warrants to the other that it will Process the Personal Data in compliance with this Exhibit and will not perform its obligations under this Exhibit in such a way as to cause the other party to breach any of its obligations under this Exhibit.

## **5. Data location and transfers outside the EEA**

5.1 For so long as the U.S.-European Union and U.S.-Swiss Safe Harbor framework (“**Safe Harbor**”) are recognized by the European Union as a legitimate basis for the transfer of Personal Data to an entity located in the United States, Workday warrants that it will maintain a current Safe Harbor certification with the U.S. Department of Commerce.



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5.2 The Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Workday so that Workday and its Affiliates may lawfully use, process and transfer the Personal Data in accordance with this Exhibit on the Customer's behalf.

5.3 During the term of the MSA, Workday agrees that Personal Data will be housed in data centers located in the United States unless the parties otherwise expressly agree in writing. The parties understand and agree that Customer Data may be accessed from and/or transmitted to countries outside the United States by Workday and its Affiliates in accordance with the terms and conditions of the MSA and this Exhibit and only to the EEA and countries approved as having adequate data protection in place by the European Commission and only for the purposes set out in the MSA, which includes updating the Service; and preventing or addressing service or technical problems. When Customer Data is accessed by Workday or its Affiliates from outside the United States for the purposes set forth above, Customer Data may be temporarily stored in that country; however, the Customer Data will also continue to be stored in a data center in the United States.

## **6. Security**

6.1 Workday shall take and implement adequate technical and organisational measures, as set forth in the attached Appendix, to protect the Personal Data against unauthorized or unlawful Processing of Personal Data and against the accidental loss, destruction, or damage to any Personal Data.

6.2 Workday shall promptly notify Customer of any unauthorized disclosure of Personal Data as required by applicable law and in accordance with the relevant contractual provisions of the MSA.

## **7. Access requests**

7.1 Workday shall promptly notify Customer of: (i) any third party or Data Subject complaints regarding the Processing of Personal Data; or (ii) any government or Data Subject requests for access to or information about the collection or Processing of Personal Data undertaken by Workday in the context of the Service.

7.2 In case of any investigation or seizure of the Personal Data by government officials, a data protection supervisory authority or any law enforcement authority, Workday will promptly notify Customer unless prohibited by applicable law or upon request of law enforcement where such notification would impede an ongoing investigation.

## **8. Workday personnel**

Without limiting the scope of Section 6.1, Workday shall take reasonable steps to ensure the reliability of all its personnel who may have access to the Personal Data.

## **9. Subcontractors**

Workday may use Subcontractors to provide limited services on its behalf in accordance with the terms of the MSA. Any such Subcontractor will be permitted to Process Personal Data only to deliver the services Workday has retained them to provide, and Workday shall procure the Subcontractor does not Process Personal Data for any other purpose. Prior to giving any Subcontractor access to Personal Data Workday shall ensure that such Subcontractor has entered into a written agreement with Workday requiring that the Subcontractor abide by terms no less protective than those provided in this Exhibit. Workday shall identify any Subcontractor which Processes Personal Data and shall make a summary of the data Processing terms available to all of its customers. Workday shall be liable for the acts and omissions of any such Subcontractor to the same extent as if the acts or omissions were performed by Workday.

## **10. Audit**

Customer agrees that Workday's then-current SOC1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 Certification will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information, such information shall be made available in accordance with Workday's Customer Audit Program.



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**11. Term and termination**

This Exhibit shall come into effect on the Effective Date of the MSA and will end simultaneously and automatically with the termination of the MSA.

**12. Additional Products**

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then the Service may allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. This Exhibit does not apply to the Processing of Personal Data transmitted to and from such other Additional Products. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator.

**13. Miscellaneous**

13.1. With regard to the subject matter of this Exhibit, the following will apply: in case of contradiction between a stipulation, section or article of this Exhibit on the one hand and a stipulation, section or article of any other agreement, including but not limited to the MSA, on the other hand then the stipulation, section or article of this Exhibit will prevail.

13.2. This Exhibit is part of and subject to the non-conflicting terms of the MSA and shall be governed by the same law and jurisdiction.

13.3 Customer will coordinate all communication with Workday on behalf of its Affiliates with regard to this Exhibit.

13.4 Customer's remedies in respect of any breach by Workday of the terms of this Exhibit will be subject to any aggregate limitation of liability that applies to the Customer under the MSA.



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## **Appendix**

### **Description of the technical and organizational security measures implemented by Workday:**

- A. Workday has implemented and maintains a security program in accordance with industry standards which is described in its most recently completed SOC1 or comparable industry-standard successor report.
- B. More specifically, Workday's security program shall include:

#### **Access Control of Processing Areas**

Suitable measures in order to prevent unauthorized persons from gaining access to the data Processing equipment (namely database and application servers and related hardware) where the Personal Data are Processed. This is accomplished by:

- establishing security areas;
- protection and restriction of access paths;
- securing the data processing equipment and personal computers;
- establishing access authorizations for employees and third parties, including the respective documentation;
- regulations on card-keys;
- restriction on card-keys;
- requiring that access to the data center where Personal Data are hosted is logged, monitored, and tracked; and
- the data center where Personal Data are hosted is secured by a security alarm system, and other appropriate security measures.

#### **Access Control to Data Processing Systems**

Suitable measures to prevent their data processing systems from being used by unauthorized persons. This is accomplished by:

- identification of the terminal and/or the terminal user to the systems;
- automatic time-out of user terminal if left idle, identification and password required to reopen;
- automatic turn-off of the user ID when several erroneous passwords are entered, log file of events, (monitoring of break-in-attempts);
- issuing and safeguarding of identification codes;
- dedication of individual terminals and/or terminal users, identification characteristics exclusive to specific functions; and
- access to data content is logged, monitored, and tracked.

#### **Access Control to Use Specific Areas of Data Processing Systems**

Restrictions that the persons entitled to use Workday's data processing system are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that Personal Data cannot be read, copied or modified or removed without authorization. This shall be accomplished by:

- employee policies and training in respect of each employee's access rights to the Personal Data;
- allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions;
- release of data to only authorized persons;
- control of files, controlled and documented destruction of data; and
- policies controlling the retention of back-up copies.



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### **Availability Control**

Suitable measures to ensure that Personal Data are protected from accidental destruction or loss. This is accomplished by:

- infrastructure redundancy; and
- backups of production data stored at an alternative site and available for restore in case of failure of the primary system.

### **Transmission Control**

Suitable measures to prevent the Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:

- use of adequate firewall and encryption technologies to protect the public gateways through which the data travels;
- certain highly confidential employee data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) is also encrypted when stored; and
- monitoring of the completeness of the transfer of data.

### **Input Control**

Suitable measures to ensure that it is possible to check and establish whether and by whom Personal Data have been input into data processing systems or removed. This is accomplished by:

- an authorization policy for the input of data, as well as for the alteration and deletion of stored data;
- authentication of the authorized personnel;
- utilization of user codes (passwords);
- providing that entries to data processing facilities (the data centers housing the computer hardware and related equipment) are capable of being locked;
- automatic log-off of user ID's that have not been used for a substantial period of time; and
- proof established within Workday's organization of the input authorization.

### **Separation of Processing for different Purposes**

Suitable measures to ensure that data collected for different purposes can be Processed separately. This is accomplished by:

- access to data is separated through application security for the appropriate users.

### **Job Control**

- Suitable measures to ensure that Personal Data is Processed strictly in accordance with the instructions of Customer. This is accomplished by granting information to Customer in the form of Workday's then-current SOC1 audit report (or comparable industry-standard successor report) and/or Workday's ISO 27001.



## **MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ between CedarCrestone, Inc., a Delaware corporation with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Consultant") and South Orange County Community College District ("Customer"), a California community college district with offices at 28000 Marguerite Pkwy, Mission Viejo, CA 92692 ("Client"). Collectively Consultant and Client shall be known as the "Parties."

The Parties agree as Follows:

### **MASTER TERMS AND CONDITIONS**

#### **1. Services Provided by Consultant**

Consultant shall provide Client with computer and consulting services ("Services") as specified in a Statement of Work executed by the Parties ("SOW") related to the deployment of Workday HCM, Payroll and Financials ("Workday Services"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location and start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria. The term of this Agreement and any SOW shall not exceed five (5) years total.

#### **2. Fees, Expenses, & Payment**

For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (i) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the CedarCrestone Labor and Rates Policy attached hereto as Exhibit B and the Consultant Standard Hourly Rates attached hereto as Exhibit C; (ii) reimburse Consultant for all reasonable travel and living expenses incurred pursuant to the provision of such Services as set forth in each SOW or, if the SOW is silent, in accordance with the CedarCrestone Travel and Expense Billing Policy attached hereto as Exhibit A, and (iii) pay Consultant within thirty (30) calendar days after the date of each twice monthly invoice. Any late payment shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer.



### 3. **Staffing**

3.1 Coordination of Resources. Consultant will work with Client and Workday, Inc. (“Workday”) to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign a different person to Client’s work as soon as possible. Consultant shall have the right to remove or replace an assigned individual with an equally skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or not-to-exceed engagement (and identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

### 4. **Obligations of Consultant**

Consultant shall perform or cause to be performed its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

- (a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client’s questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant’s obligations set forth in the applicable SOW; and
- (c) work in conjunction and cooperation with Workday and Client to achieve successful Workday Deployment, including interfacing with Workday on Client’s behalf to resolve any issues which arise in the course of the Workday Deployment.

### 5. **Obligations of Client**

Client shall fulfill its obligations as set forth in the applicable SOW and the following obligations (collectively referred to as “Client Obligations”):

- (a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant’s questions and issues relating to the project(s) described therein; and





- (b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client's obligations set forth in the applicable SOW; (ii) participating in the project and assisting Consultant's consultant resources in reviewing Work Product; and (iii) facilitating the search for information and requirements; and
- (c) provide Consultant with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services set forth in each SOW; and
- (d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to analog phone lines for dial up capabilities, digital or analog phone lines for long distance and local calls related to the provision of Services, internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and adequate environment for Consultants, so that they can conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel, all as Consultant may reasonably request; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services set forth thereunder.

## 6. **SOW Change Order Process**

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client. Hourly rates shall be in accordance with CedarCrestone Labor and Rates Policy attached hereto as Exhibit B and the Consultant Standard Hourly Rates attached hereto as Exhibit C.

If the District desires to change the Services to be provided pursuant to a SOW, the following process shall be followed:

- (a) Consultant will prepare an amendment for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable.
- (b) When Consultant and Client have agreed on the contents of the change order, both Parties shall so indicate, either by signing the change order or transmitting approval of the change order via fax, email, or other electronic means.
- (c) Once a change order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.



## 7. **Ownership and Proprietary Rights**

- 7.1 Ownership of Pre-existing Materials. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials used by Consultant in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively “Consultant’s Materials”). Client also acknowledges and agrees that in entering into this Agreement, Client acquires no intellectual property rights in Consultant’s Materials. Client shall not copy, transfer, sell, distribute, assign, display, or otherwise make Consultant’s Materials available to third parties, except as required under the California Public Records Act, (Gov. Code § 6250 *et seq.*) or as otherwise set forth herein. Client may use Consultant’s Materials for the purposes authorized herein.
- 7.2 Ownership of Tangible Work Product. The tangible property and work products created by Consultant pursuant to this Agreement, that are based, in whole or in part, upon Consultant’s pre-existing materials (as demonstrated by Consultant’s records) shall belong to the Consultant, excluding any Client data, defined as any data provided by Client to Consultant including Confidential Information and Private Data, incorporated into such tangible property or work products. The tangible property and work products created by Consultant pursuant to this Agreement that are not based upon Consultant’s pre-existing materials (“Work Product”) shall belong to Client, provided however that Client grants to Consultant a perpetual, non-exclusive, royalty free, non-transferable, non-assignable right and license to re-use and/or share such Work Product (excluding any Client data included therein) for the benefit of any higher education and/or public sector agency.
- 7.3 Ownership of Data Processing Know-how. Client recognizes that Consultant’s business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively “Know-



how”). To the extent such Know-how is contained or reflected in the Work Product, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology and consulting business of Consultant.

## 8. Confidentiality

The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information, including Know-how labeled as confidential by Consultant and Private Data as defined in Section 15.1 (“Confidential Information”) relating to each Party’s business. Each Party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as it would its own confidential information. Each Party further agrees not to disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential Information. The Parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and would irreparably harm the non-breaching Party, and that the aggrieved Party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach or further breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving Party; (ii) was lawfully obtained by the receiving Party from a third party; (iii) was previously known to the receiving Party without any obligation to keep it confidential; (iv) was independently developed by the receiving Party without the use of or reliance upon the Confidential Information of the disclosing Party or (v) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act, (Gov. Code § 6250 *et seq.*). It is understood that the Client is subject to the California Public Records Act. If a request under the California Public Records Act is made to view Consultant’s Confidential Information, Client shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, the Client will release the requested information on the date specified.

## 9. Warranty and Warranty Exclusions

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations and (d) it is familiar with Workday techniques, requirements, policies and procedures, has the skill and experience



to employ such techniques and meet such requirements according to Workday policies and procedures, and has previously successfully deployed Workday HCM, Payroll and Financials services. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client's license agreements with such other third-party software vendors. CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.

#### **10. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER, EXCLUDING CLIENT'S PAYMENT OBLIGATIONS UNDER THE SOW, EXCEED THE GREATER OF ONE MILLION DOLLARS OR THE AMOUNT PAID UNDER THE SOW PURSUANT TO WHICH LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, OR ANY OTHER CAUSE OF ACTION. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS LIMITATION OF LIABILITY SHALL LIMIT OR NEGATE ANY INDEMNITY AND INSURANCE REQUIREMENTS SPECIFIED IN THIS AGREEMENT.

#### **11. Trademarks/Service Marks**

The Parties acknowledge and agree that: neither Party shall hereby gain rights in any trademarks or service marks ("marks") used in connection with the business of the other; neither shall use such marks of the other without written consent; and neither shall alter the marks or other proprietary legends made in connection with the marks of the other Party.

#### **12. Termination**

Client may terminate this Agreement or any SOW at any time without cause by giving Consultant written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Consultant services performed through the date of termination shall be paid by Client to Consultant upon the effective date of such termination; (ii) Client shall not be due any refund or credit; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be simultaneously terminated with this Agreement. Client agrees to provide Consultant with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event Client provides less than ten (10) business days' notice, Consultant reserves the right to invoice Client for sixteen (16) hours of consulting services per consulting



resource released. In the event of suspension, termination or staffing reduction, Client shall also be responsible for all non-refundable advance purchase airline tickets scheduled within ten (10) business days prior to notification of the suspension, termination or staffing reduction. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment of fees due, which exceed \$250,000; Client's failure to timely comply with its obligations under any SOW; or Client's failure to accept properly performed services by signing Acceptance Certificates pursuant to any SOW within ten (10) days of receipt. Either Party may unilaterally terminate this Agreement for cause, meaning a material breach which remains uncured for more than ten (10) business days following written notice by the other Party. In the event of a termination for cause by Client, Client shall be entitled to a prorated refund of any advanced payments from the effective date of the termination up to the end of the term for which advance payment was made and Consultant shall be entitled to payment for services satisfactorily rendered to the date of termination.

In any termination, Contractor shall cooperate with the Client to provide access to Client data, and Contractor shall not limit access or remove Client data, during the termination process. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### 13. **Dispute Resolution**

- 13.1 Except for actions for injunctive relief, the Parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either Party may escalate the dispute by contacting, in the case of Consultant, Brian Fees, CFO (telephone 888-745-3545 or [Brian.Fees@Sierra-Cedar.com](mailto:Brian.Fees@Sierra-Cedar.com)) or in the case of Client, Dr. Debra Fitzsimons, Vice Chancellor of Business Services (telephone 949-582-4664 or [dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu))

These Parties shall attempt to resolve the dispute by mutual agreement.

If the dispute has not been resolved within 7 days after either Party escalates the process, either Party may initiate non-binding mediation by sending notice in writing to the other Party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The Party receiving the request for mediation shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating Party's suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the Parties, either Party may move forward to resolve the dispute in the courts of Orange County, California.



13.2 **Continued Performance During Dispute.** In the event that a dispute arises between Client and Consultant, Consultant expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute so long as the amount in dispute does not exceed \$250,000. Each Party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

#### 14. **Indemnification**

General Indemnity. Consultant agrees to and does hereby indemnify, hold harmless and defend the Client and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), arising from any act, neglect, default, or omission of Consultant or anyone for whose conduct Consultant is responsible arising from (a) a third party claim arising from any personal injury to or death of any person(s), or damage to or loss of any tangible property; (b) Consultant's breach of confidentiality obligations under this Agreement; or (c) employee claims brought by Consultant's employees.

Intellectual Property Indemnity. Consultant shall indemnify, defend, and hold harmless Client, its officers, agents, and employees against all Damages resulting from any judgment or proceeding in which it is determined or any settlement contract approved by Consultant arising out of the allegation, that Consultant furnishing or supplying District with goods, components, programs, practices, or methods under this Agreement or the Client's use of such goods, components, programs, practices or methods supplied by Consultant under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. Client acknowledges that Consultant makes no representations regarding and accepts no intellectual property indemnification obligation with regard to any third party commercially available software.

With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Work Product outside the scope of this Agreement and/or a Statement of Work; or (c) any modification by Client of the Work Product not made or authorized in writing by Consultant.

The foregoing shall not apply unless Client has informed Consultant as soon as practicable of the suit or action alleging such infringement. Client retains the right to participate in the defense against any such suit or action. Client agrees to provide Consultant with prompt notice of any such claims and to permit Consultant to defend any claim or suit, and that it will cooperate fully in such defense.

#### 15. **Protection of Client Data**

15.1 Private Data. Private data and information ("Private Data") includes paper and electronic student, faculty and staff information supplied by Client, as



well as any data provided by Client students, faculty and staff to Consultant, which is protected by federal and state law, including but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, *et seq.*, Family Education Rights and Privacy Act ("FERPA"). Consultant certifies that it is familiar with all federal and state laws, as well as any other applicable requirements for the storage and transmission of Private Data and that Consultant will comply with all such requirements. Consultant acknowledges that the Agreement allows the Consultant access to Private Data.

- 15.2 Prohibition on Unauthorized Use or Disclosure of Private Data. Consultant agrees to hold Private Data in strict confidence. Consultant shall not use or disclose Private Data received from or on behalf of Client except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Consultant agrees that it will protect the Private Data it receives from or on behalf of Client according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- 15.3 Return or Destruction of Private Data. Upon termination, cancellation, expiration or other conclusion of the Agreement, Consultant shall return all Private Data to Client, or if return is not feasible as determined by Client in written notice to Consultant, destroy any and all Private Data.
- 15.4 Client Remedies. If Client reasonably determines in good faith that Consultant has materially breached any of its obligations under this Article, Client, in its sole discretion, terminate the Agreement immediately if cure is not possible. Client shall provide written notice to Consultant describing the violation and the action it intends to take.
- 15.5 Maintenance of the Security of Electronic Information. Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Consultant.
- 15.6 Reporting of Unauthorized Disclosures or Misuse of Private Data. Consultant, within one business day of discovery, shall report to Client any use or disclosure of Private Data not authorized by the Agreement or in writing by Client. Consultant's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Consultant has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Consultant has taken or shall take to prevent future similar unauthorized use or



disclosure. Consultant shall provide such other information, including a written report, requested by Client.

15.7 Transmission of Data outside the United States. Consultant is a U.S. based company. Any work or transmission or storage of data covered under this Agreement outside the United States is subject to prior written authorization by the Client.

15.8 Indemnity. Consultant shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of Consultant's failure to meet any of its obligations under this Section.

16. **General**

16.1 Notices. Any notices required hereunder shall be deemed received five days after mailing by certified mail, return receipt requested, or upon delivery by overnight courier with proof of delivery to the following addresses:

**If to Consultant:**

**CedarCrestone, Inc.**

Attn. CFO

1255 Alderman Drive  
Phareta, GA 30005

**If to Client:**

**South Orange County Community  
College District**

Attn: Dr. Debra Fitzsimons, Vice  
Chancellor of Business Services

2800 Marguerite Pkwy  
Mission Viejo, CA 92692

16.2 Venue: Choice of Law. Any litigation brought related to this Agreement shall, if brought by Client, be brought in Orange County, California and, if brought by Consultant, be brought in the county and state of Client's address set forth herein. This Agreement shall be governed by and construed according to the internal laws of the state in which suit is filed. Any action for injunctive relief hereunder shall be brought in the federal or state courts in Orange County, California.

16.3 Attorneys' Fees. In the event of any litigation between the Parties hereto relating to the interpretation or enforcement of any of the terms of this Agreement, the successful Party therein shall be entitled to its reasonable costs and attorneys' fees, all of which shall be included in the judgment rendered in such litigation.





- 16.4 Relationship of Parties. This is an agreement for professional services. The Parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither Party shall have the authority to bind the other with respect to third parties or in any other manner.
- 16.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.
- 16.6 No Assignment. Neither Party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a Party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the Party and Consultant may assign its right to receive payment hereunder.
- 16.7 Payment. Client shall pay for services by electronic funds transfer or by check, at Client's discretion.
- 16.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties hereto. Both Parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
- 16.9 Insurance. Consultant agrees that it shall maintain at least the following minimum levels of insurance and upon Client's request shall cause a Certificate of Insurance to be issued and mailed to the Client.

Type of Insurance:	Policy Limits:
General Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess Liability Insurance	\$7,000,000 each occurrence and aggregate
Workers Compensation and Employer's Liability	State minimum for each state where work is performed
Errors and Omissions	Not less than \$5,000,000

Mailing Address for Certificate of Insurance:
South Orange County Community College District
Attn: Dr. Debra Fitzsimons, Vice Chancellor of Business Services



2800 Marguerite Pkwy
Mission Viejo, CA 92692

16.10 Schedules, Exhibits and Attachments. These terms are used interchangeably and refer to the following referenced documents:

Reference	Description
A.	CedarCrestone Travel and Expense Billing Policy
B.	CedarCrestone Labor and Rates Policy
C.	Consultant Standard Hourly Rates
D.	Reserved
E.	Reserved
F.	Reserved
G.	Reserved

16.11 Force Majeure. Either Party shall be excused from performance hereunder for any period such Party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond such Party's reasonable control. Such non-performance shall not constitute grounds for termination or default.

16.12 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties hereto and supersedes all prior agreements and/or representations between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both Parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the Parties under or otherwise modify this Agreement.

16.13 No Conflict. Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.



- 16.14 Electronic documents. The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.
- 16.15 Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective Parties, jointly and individually. Notwithstanding, the Parties acknowledge that the services to be provided are interactive in nature, such that delay by one Party may cause the other Party to be unable to meet an agreed upon timetable. No such delay will violate this time is of the essence provision.
- 16.16 Good Faith Negotiations and Independent Representation. The Parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
- 16.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- 16.18 Compliance with Applicable Laws. The Services completed herein 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 operations covered by this Agreement.
- 16.19 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.
- 16.20 Taxes. Consultant shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder (other than sales and use taxes, which shall be the responsibility of Client) and shall save Client harmless from liability for any such contributions, premiums, and taxes for Consultant's employees and sub-contractors, if applicable.
- 16.21 Use of Customer Name. Pursuant to Education Code section 71025, Consultant shall not, without the express written permission of the Board of



Governors of the California Community Colleges or authorized agent, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges.

IN WITNESS WHEREOF, the Parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

**CedarCrestone, Inc.**

**South Orange County Community College  
District**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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



## EXHIBIT A

### **CEDARCRESTONE TRAVEL AND EXPENSE BILLING POLICY**

The following are CedarCrestone's policies for consultant travel and expenses:

#### Actual Costs:

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by CedarCrestone in accord with IRS guidelines.

#### Airfare:

Client is responsible for the cost of round trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. CedarCrestone assumes the cost for any penalties arising from CedarCrestone requested schedule changes.

#### Lodging:

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of CedarCrestone's or Client's corporate rate at designated national brand hotels whenever possible.

#### Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA") tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem), and the meal per diem breakdown at [www.gsa.gov/mie](http://www.gsa.gov/mie). Foreign Per Diem Rates can be found at [http://aoprals.state.gov/web920/per\\_diem.asp](http://aoprals.state.gov/web920/per_diem.asp).

#### Car Rental:

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.



## EXHIBIT A

### Taxis/Trains:

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

### Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

### Mileage:

Mileage is billed at the current published IRS mileage rate.



## **LABOR AND RATES**

### **BILLABLE TIME POLICY**

The following are CedarCrestone's policies with respect to consultant time billable to Client:

#### **Hours Worked:**

Consulting support is billed on a time and material basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless prior arrangements have been made for part time work.

#### **Lunch Time:**

Client will not be billed for consultants' lunch time, unless work or business is conducted during that time.

### **CEDARCRESTONE STANDARD RATES & PAYMENT**

Payment of any invoice sent by CedarCrestone shall be due 30 days after the invoice is received. Invoices shall issue twice monthly. Remittance shall be made to the address designated on the invoice or to the following lockbox address:

CedarCrestone, Inc.  
PO Box 402521  
Atlanta, GA 30384-2521



**Standard Hourly Rates** CedarCrestone services shall be invoiced at the rates specified pursuant to a given SOW. or, if unspecified, at the Standard Hourly Rate set forth in this Exhibit. Standard Hourly Rates are set out in the table below.

<b>Consultant Level</b>	<b>Support Level</b>	<b>Hourly Rate</b>
Project Implementation Advisor		\$250 plus
Functional Implementation Advisor		\$250 plus travel
Technical Implementation Advisor		\$250 plus

**Compensatory Tax.** CedarCrestone shall not assign staff for a duration or manner that will result in staff travel expenses being deemed compensatory for tax purposes. District acknowledges that this may limit the availability of specific staff to periods of one year in duration.



CEDARCRESTONE

South Orange County Community College District

Statement of Work for Deployment Services:  
Workday HCM, Payroll and Financials

January 28, 2014



**CedarCrestone, Inc.**

1255 Alderman Drive  
Alpharetta, GA 30005

Higher Education Practice

[Tim.Adams@cedarcrestone.com](mailto:Tim.Adams@cedarcrestone.com)

970-301-2180 – Cell  
678-690-1303 – Fax

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## Statement of Work Workday Deployment Consulting Services December 1, 2013

This Statement of Work is executed under the terms and conditions of the Master Services Agreement dated January 28, 2014 between **South Orange County Community College District** ("SOCCCD) and **CedarCrestone, Inc.** ("CedarCrestone"), which is incorporated herein by reference (the "Agreement"). In the event of a conflict in terms between this Statement of Work and the Agreement, the terms of this Statement of Work shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this Statement of Work, provided such documents are in writing and signed by an authorized representative of each party.

# 1. SCOPE

The scope of this Statement of Work is for Services on a Time and Materials basis to provide consulting services including: Project Leadership, Configuration, Business Process Design, Tenant Build, Integrations Development, Change Management and Support for the Workday Human Capital Management (HCM), Workday Payroll Interface and Workday Financials. These services will span approximately eighteen months (18) from the start date. The deployment is executed as one project including: Human Capital Management, Payroll and Financials. These services include stages of the implementation as defined in the Workday Implementation Methodology

This Statement of Work is based upon the Request for Proposal provided by the SOCCCD as well as additional discussions with the SOCCCD staff and leadership. The overall objective of this project is to implement Workday's HCM, Payroll Interface and Financials and bridge the gap between SOCCCD's current state and future state as it relates to business processes, software, application technology, interfaces, and custom processes. Workday applications will be deployed over two (2) phases as outlined below:

## PHASE 1– WORKDAY HCM AND PAYROLL

- Human Resources
- Compensation
- Benefits
- Absence Management
- Time Tracking
- Payroll Cloud Connect / Interface
- Talent Management

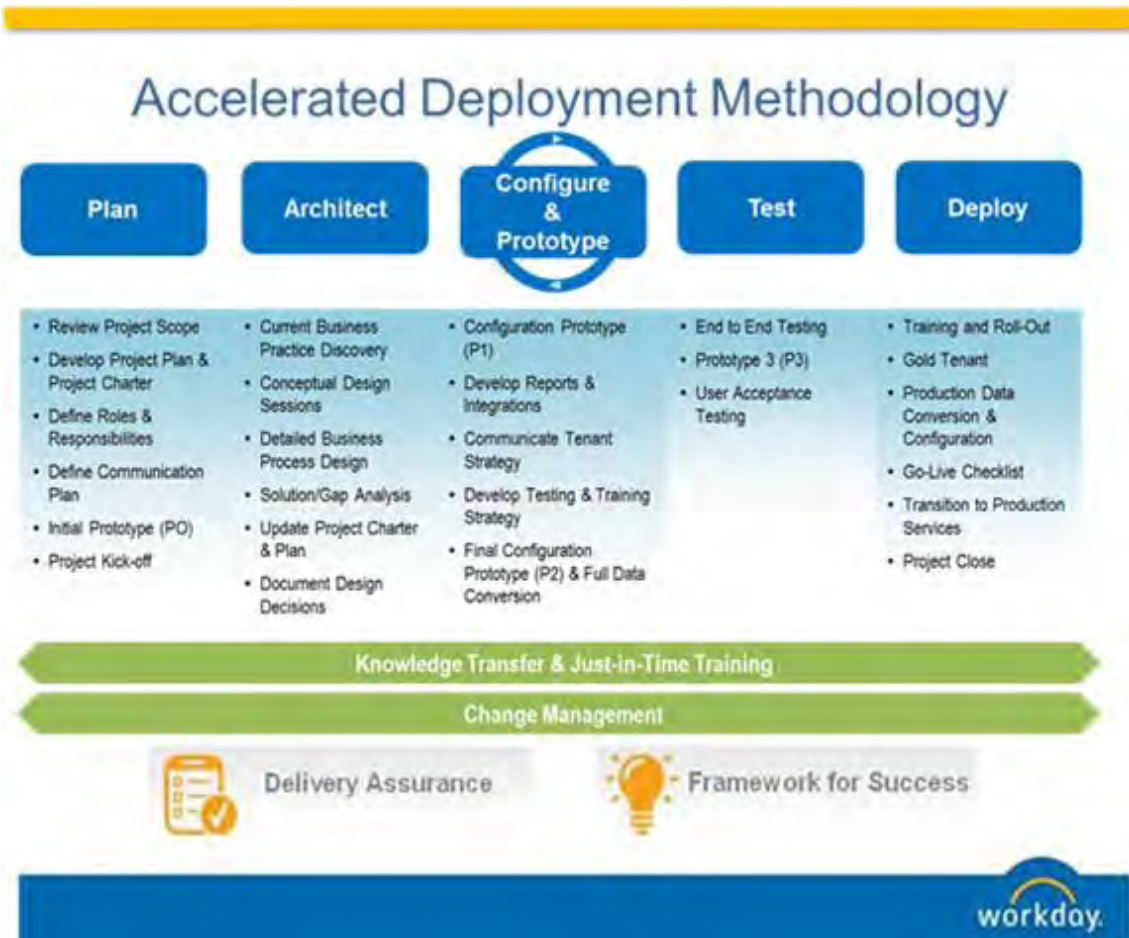
This phase will also include the financial data model design.

## PHASE 2– WORKDAY FINANCIALS

- Financial Accounting
- Customer Accounts
- Supplier Accounts
- Business Assets
- Projects
- Expenses
- Procurement
- Banking and Settlement
- Grants
- Endowments

The services provided in each phase will include stages of the deployment as defined in the

Workday Accelerated Deployment Methodology:



As described in the Request for Proposal, there are several features and functions which will be included in the implementation. Those items include:

## 1.1. WORKDAY HCM AND PAYROLL FUNCTIONAL SCOPE

<b>Human Capital Management (HCM)</b>
<b>Compensation</b>
<b>Benefits</b>
<b>Payroll Cloud Connect</b>
<b>Absence Management</b>
<b>Time Tracking</b>
<b>Talent Management</b>
<b>Standard Reports</b>

**Product/Functionality:**

CedarCrestone will design and configure generally available functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

FUNCTIONAL AREA	SCOPE DESCRIPTION
<b>Core HR</b>	Setup including tenant configuration for 1 country.
<b>Organizations</b>	Supervisory Org Set-up, 5 Companies,, up to 500 Cost Centers, up to 5 Pay Groups, up to 5 Regional or Business Unit Org Structures, and up to 15 Custom Org Types (for example: committees, councils, senate).
<b>Higher Education</b>	Academic Appointment tracking for Full Time Faculty, Adjuncts and Academic Affiliates
<b>Jobs and Positions</b>	One staffing models, up to 650 Job Profiles. Assumes up to 7 Job Families (based on Employee Type), and 1 Management Level Hierarchy.
<b>Configurable Security</b>	Includes assignment of Roles to business processes and assignment of Workers to Roles.  Configuration of up to 5 custom security roles.
<b>Compensation</b>	Includes USD currency only. Up to 12 Comp Grades and Profiles, and up to 10 Allowance Plans. Includes the configuration of Activity Pay.  Bonus plans, Stock plans, and Merit plans are not required.

<b>Benefits</b>	Includes up to 4 Benefit Groups, up to 25 Benefit Plans, up to 10 Eligibility Rules, and up to 5 Passive Events.
<b>Unions</b>	Includes 3 Unions
<b>Payroll</b>	Payroll setup to integrate with County payroll system. Setup will include 1 FEIN, up to 80 earnings and deductions codes, CA state only. Includes up to 3 parallel tests.
<b>Absence</b>	1 PTO plan, up to 20 non-accruing time off plans, and up to 4 accruing time off plans.
<b>Time Tracking</b>	Includes 5 employee subsets entering time. Assumes up to 20 time codes.
<b>Talent / Performance Management</b>	Up to 7 performance plans and 1 performance improvement plan. Assess Talent and Succession Planning are not required.

## 1.2. WORKDAY FINANCIALS FUNCTIONAL SCOPE

<b>Financial Accounting</b>
<b>Customer Accounts</b>
<b>Supplier Accounts</b>
<b>Cash Management</b>
<b>Expenses</b>
<b>Procurement</b>
<b>Business Assets</b>
<b>Project and Work Management</b>
<b>Grants Management</b>
<b>Endowments</b>
<b>Standard Reports</b>

**Product/Functionality:**

CedarCrestone will design and configure generally available functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

FUNCTIONAL AREA	SCOPE DESCRIPTION
<b>Financial Accounting</b>	1 country Standard account set complexity.  Assumes: 50,000 to 1,000,000 journal lines per year 1 Posting Rule Set 1 Control Rule Set 1 year of detailed journal history, up to 10 recurring journals, up to 25 allocations.

<b>Customer Accounts</b>	Approximately 45 customers Sales tax or VAT calculated when applicable. Standard revenue recognition process complexity. Includes configuration accruals when invoice received.
<b>Customer Contracts</b>	Not currently used but will be include in scope for future use. Assumes up to 20 customer contracts
<b>Supplier Accounts</b>	Assumes up to 100 suppliers plus students as needed. Includes configuration of three-way matching. Sales tax or VAT
<b>Cash Management</b>	Up to 5 financial institutions and bank accounts (Wells Fargo, Morgan Stanley, County Treasury, LAIF, Citi National) Preprinted or blank check stock ACH integration with bank SFTP or BAI2 bank reconciliation
<b>Expenses</b>	Potential CalCard integration.
<b>Procurement</b>	Up to 5 PunchOuts (potentially configure for OfficeMax, Dell, CDW, Fischer). Assumes: up to 10 supplier contracts, purchasing agreements and supplier catalogs.
<b>Business Assets</b>	14,000 business assets 1 asset book 1 depreciation method Some leased assets e.g. copy machines.
<b>Project and Work Management</b>	Assumes: up to 200 projects, project description, Project Manager assignment, project plans, 3 project templates, project timesheet
<b>Grants</b>	Assumes up to 100 grants One object class set and mapping 3 basis types One standard rate agreement Centralized billing, collection, and cash application Integrations to pre-award system not included - awards set up directly in Workday
<b>Configurable Security</b>	Includes assignment of Roles to business processes and assignment of Workers to Roles.  Configuration of up to 5 custom security roles.

## 1.3. CHANGE MANAGEMENT AND TRAINING

### CHANGE MANAGEMENT

**Change Ambassador Readiness and Engagement**  
**Readiness Assessment Using the PACT™**  
**Stakeholder Analysis**  
**Transformation Strategy**  
**Communication Plan**  
**Impact Assessment**



CedarCrestone leads the Transformation Team in the deployment of three PACT™/Change Readiness Assessments in each project stage. The CedarCrestone consultant works with SOCCCD's Transformation and PACT™ Design Team to prepare the PACT™/Change Readiness Assessment that is used to evaluate the level of organizational and individual readiness for change. The assessments are deployed in the Plan, Configure & Prototype, and Deploy stages.

The SOCCCD and CedarCrestone Transformation and Communication Leads will jointly prepare for and conduct the following activities:

**Change Ambassador Team** – these individuals play a critical role by facilitating communication in their respective functional areas and throughout the organization. This team assists with end user communications and change management activities.

**Stakeholder Analysis** – identifies SOCCCD's target audiences and the specific information requirements for each audience.

**Transformation Strategy** – identifies and conveys the specific goals and objectives for addressing the change and continuity challenges and opportunities for SOCCCD's Workday Project.

**Communication Plan** – identifies the requirements for each audience type (stakeholder) and how requirements will be achieved. This comprehensive plan will address the unique requirements of SOCCCD's diverse user population. Sections of the plan may be designed and developed to address each of SOCCCD's user communities so that the respective Change Ambassadors may effectively and efficiently oversee delivery of each required communication event.

**Impact Assessment** – identifies the impacts of the Workday solution on SOCCCD's user population. The results are incorporated into the Communication and Training Plans and resulting activities will be delivered to help users transition to the new structure in a manner that imposes the least amount of disruption to the organization, and to support SOCCCD's readiness for deployment. As part of the impact assessment, new and/or changed organizational roles are mapped and existing gaps are reviewed with the Human Resources department; appropriate actions are determined, along with an implementation plan agreed upon that will close the gaps.

## TRAINING

**High Level Training Strategy**  
**Training Needs Assessment**  
**Training Strategy**  
**Training Curriculum**  
**Workday Adoption Toolkit**  
**Pilot Training**  
**Training Delivery**  
**Ongoing Training Strategy**

The SOCCCD and CedarCrestone Transformation and Communication Leads will jointly prepare for and conduct the following activities:

**High-Level Training Strategy** – is designed and documented to convey the general training requirements for SOCCCD's user community.

**Training Needs Assessment** – training needs are determined by completing an assessment of the organization and evaluating the design scope of the Workday project and the impact on the user community. This assessment feeds into the overall Training Strategy.

**Training Strategy** – the Training Strategy outlines the training methods for each user group along with timelines and deliverables. Included is the identification of SOCCCD users who will perform in the role of a trainer and provide support for users.

**Training Curriculum** – the curriculum outlines the specific courseware that will be deployed and the method in which it will be delivered.

**Workday Adoption Toolkit** – this collection of tools and resources is designed to jump-start the Workday rollout and enable SOCCCD to quickly train users on the product. The kit provides customizable materials that can be used out of the box with little customization, or act as the cornerstone of a larger training development plan.

With support from CedarCrestone, SOCCCD will prepare for and conduct the following activities:

**Pilot Training** – the purpose of Pilot Training is to validate that the training materials and delivery meet SOCCCD's requirements and to give the trainers an opportunity to deliver the training to a small group of end users and make modifications before delivering training to the larger end user community.

**Training Delivery** – training delivery methods may vary by audience and needs. The role in the organization and the changes to business process for that role will determine the scope of training.

**Ongoing Training Strategy** – after Workday is deployed, there is still a need for training – both for new users and to accommodate new functionality with each Workday release. Identifying trainers or super users to provide support and knowledge is one key to sustaining the success of training.

## 1.4. INTEGRATIONS

Integrations for this project will be built using Workday integration tools such as Workday Cloud Connect, Enterprise Interface Builder (EIB) or Workday Studio.

SOCCCD will own the integration platform. SOCCCD will be responsible for designing, building, testing, deploying and supporting all Custom Integrations. CedarCrestone will also provide a Technical Lead to work in unison with the SOCCCD Technical Lead to provide oversight on technical activities including integration development.

This SOW includes 1,160 hours of integrations support for Phase 1 – HCM and 500 hours of integrations support for Phase 2 – Financials. The list of integrations inventory below is the target of the hours allotted.

### Phase 1

- SIS – Faculty Demo Data (from Workday)
- SIS – Time and Attendance (into Workday)
- SIS – Student Worker (from Workday)
- SIS – Student AR (into Workday)
- PeopleAdmin (into Workday)
- PeopleAdmin (from Workday)
- Orange County Department of Education – Payroll (from Workday)
- Orange County Department of Education – Compensation (into Workday)
- BlueShield of California (from Workday)
- Delta Dental (from Workday)

- VSP (from Workday)

## Phase 2

- Tidemark / Questica (from Workday)
- Tidemark / Questica (into Workday)
- Orange County Department of Education – GL (into Workday)
- Positive Pay file to County for Accounts Payable (from Workday)

## 1.5. DATA CONVERSIONS

### Phase 1 data migrations include

- Organizations
- Active Employee Data
- Termination Data for current year and prior year
- Active Contingent Worker Data
- PTO Balances
- Payroll year to date balances (if go-live is not the start of the calendar year)

### Phase 2 data migrations include

- Beginning Balance for financial accounts
- Business Assets – assets in place as of current year
- Active Customers
- Customer Contracts – partially executed contracts at time of conversion
- Active Suppliers
- Supplier Contracts – partially executed contracts at time of conversion
- Projects – open projects at time of conversion
- Grants in place as of current year
- The following will be entered manually: open payable invoices; open purchase orders; open receivables; open bank reconciliations.

Migration of historical data is not included in the estimate nor any conversions not specifically identified above. CedarCrestone will work with SOCCCD to develop a strategy for historical data that may include migrating data after go-live, migrating data using Workday's history functionality, or migrating historical data into a data warehouse.

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## 1.6. REPORTS

All Standard Reports identified on the Workday Standard Reports List are in-scope for the project. An allowance of four hundred (400) hours has been included for creating reports as outlined below:

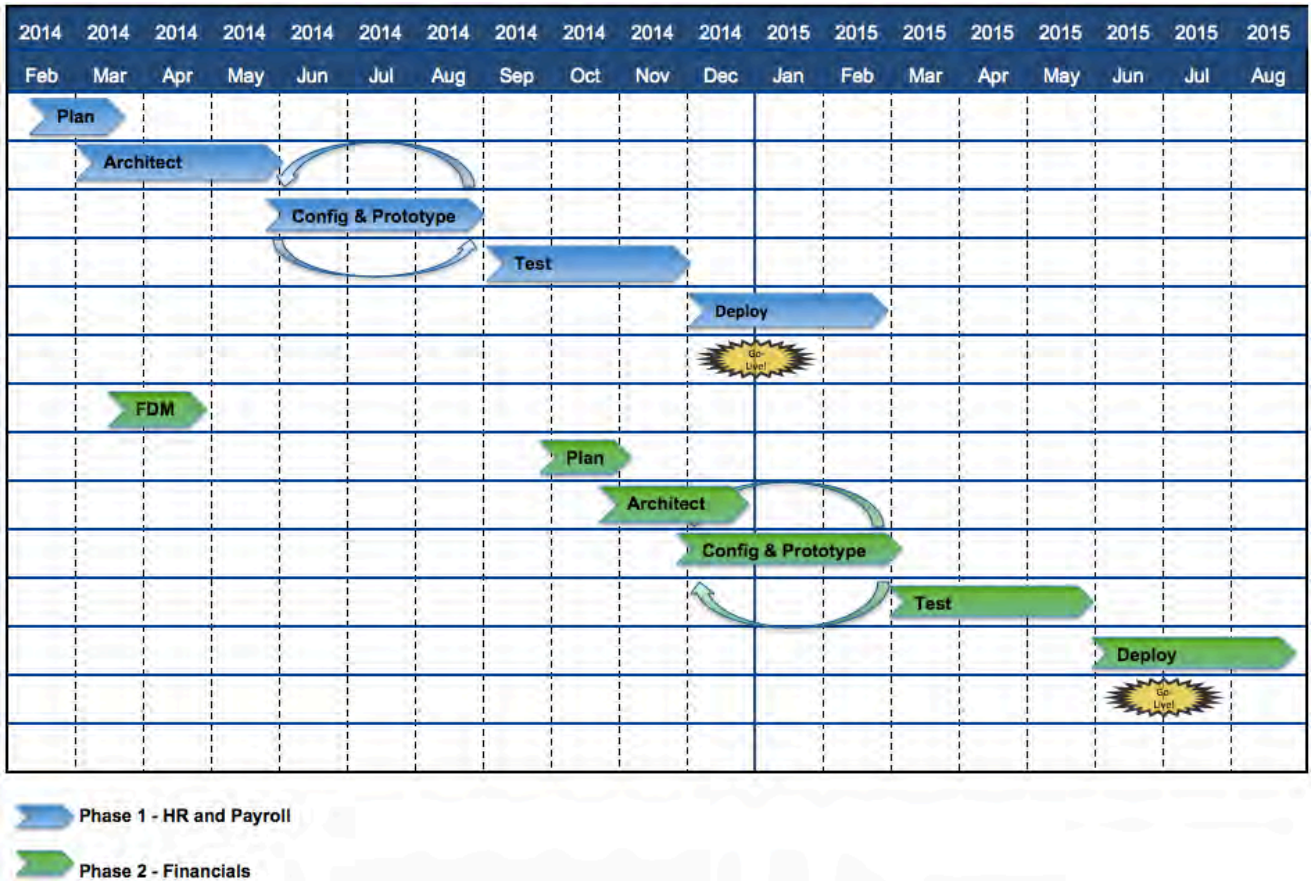
- **Phase 1:** two hundred (200) hours
- **Phase 2:** two hundred (200) hours

This reporting allowance includes conducting up to 80 hours of reporting workshop activities to provide knowledge transfer to SOCCCD. The goal is to prepare SOCCCD to be self-sufficient with Workday Reporting tools.

## 2. TIMELINES

The overall project timeline as presented as a framework for understanding. It is imperative that the assumptions detailed in this Statement of Work become a primary focus. Any impact due to a failure of those assumptions may delay the delivery of the project.

CedarCrestone and SOCCCD will develop a project plan during the Plan stage. Given the stated scope of this project, the project is anticipated to be completed in eighteen (18) months, as shown below. Phase 1 will be completed over thirteen (13) months including two (2) months production support. Phase 2 will also be completed over eleven (11) months including two (2) months of production support. There is a scheduled start date of February 10, 2014 for Phase I and October 1, 2014 for Phase 2.



### 3. DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. Owners are ultimately responsible for completing the deliverable, while contributors are involved in this effort and provide support and review. The list of deliverables includes:

DELIVERABLE	SOCCCD	CEDARCRESTONE
<b>PLAN</b>		
Project Schedule / Work Plan	Contributor	Owner
Project Charter	Owner	Contributor
Change Agent Readiness	Contributor	Owner
PACT™ Readiness Assessment	Contributor	Owner
Project Kickoff	Owner	Contributor
Change Management Strategy	Contributor	Owner
Communication Plan	Contributor	Owner
Knowledge Transfer Plan	Contributor	Owner
Weekly Status Reports	Contributor	Owner
Initial Prototype Tenant	Contributor	Owner
<b>ARCHITECT</b>		
Design Kickoff Document/Deck	Owner	Contributor
Design and Development Standards	Owner	Contributor
Configuration and Business Process Designs	Contributor	Owner
Integration Requirements Document	Owner	Contributor
Integration Design Documents	Shared based on Assignments as defined in Section 1.3	Shared based on Assignments as defined in Section 1.3
<b>CONFIGURE AND PROTOTYPE</b>		
Tenant Management Plan	Contributor	Owner
Workday Configuration Tenant	Contributor	Owner
Conversion Data and Extracts	Owner	Contributor
Load Conversion Data	Contributor	Owner
Business Process Review Summary	Contributor	Owner
Integrations Development	Shared	Shared
PACT™ Readiness Assessment	Contributor	Owner
Training Needs Assessment	Owner	Contributor
Training Strategy	Owner	Contributor
Training Curriculum	Owner	Contributor
Change Management Impact Analysis	Shared	Shared
<b>TEST</b>		
Test Strategy, Plan, and Test Cases	Owner	Contributor

DELIVERABLE	SOCCCD	CEDARCRESTONE
Integrations Test Plan and Testing	Owner	Contributor
System Testing	Owner	Contributor
User Acceptance Testing / Parallel for Payroll	Owner	Contributor
Training Materials	Owner	Contributor
Training Delivery	Owner	Contributor
<b>DEPLOY</b>		
Cutover/Transition Plan	Shared	Shared
Production Configuration – GOLD Tenant	Shared	Shared
Production Support Plan	Owner	Contributor
PACT™ Readiness Assessment	Contributor	Owner
Lessons Learned	Shared	Shared

The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

## 4. SOCCCD ROLES AND RESPONSIBILITIES

In **Table 1**, we list each of the different roles to be filled by SOCCCD personnel, along with a brief summary of their respective responsibilities and estimated FTEs by project stage. The estimated FTEs are an approximation only and may change once the program plan is created and the timeline agreed.

TABLE 1: SOCCCD ROLES AND RESPONSIBILITIES

SOCCCD ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
<b>LEADERSHIP &amp; MANAGEMENT</b>		
<b>Executive Sponsor</b>	<ul style="list-style-type: none"> <li>▪ Articulates and demonstrates executive support for the outcome of the project</li> <li>▪ Responsible for securing spending authority and resources for the project</li> <li>▪ Acts as a vocal and visible champion</li> <li>▪ Legitimizes the project's goals and objectives</li> <li>▪ Keeps abreast of major project activities and is a decision-maker for the project</li> <li>▪ Assists with major issues, problems and policy conflicts</li> <li>▪ Removes obstacles</li> <li>▪ Participates in planning the scope</li> <li>▪ Approves scope changes</li> <li>▪ Signs off on major deliverables</li> <li>▪ Signs off on approvals to proceed to each succeeding project phase</li> <li>▪ Acts as the Project Advocate, ensuring the overall success and direction of the project</li> <li>▪ Builds relationships across functions</li> <li>▪ Acts as a change management champion and catalyst for transformation through all phases of deployment and once in production</li> <li>▪ Sets the organizational message and expectations for all Workday users</li> </ul>	<p>Vice-Chancellor of Business as Lead Co-Sponsor, Vice Chancellor of HR and Technology as Co-Sponsor –</p> <p>Approximately 25%(all stages)</p>



<b>Executive Committee</b>	<ul style="list-style-type: none"><li>▪ Responsible for championing the project</li><li>▪ Ensures that the appropriate resources are available for the project</li><li>▪ Works with the project manager to resolve escalated issues in a time-effective manner</li><li>▪ Signs off on key deliverables throughout the project</li><li>▪ Acts as an active and visible resource on the project</li><li>▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined t the beginning of the project</li></ul>	Existing HR/Financial System Software Steering Committee (12 persons) - 10% (all stages)
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SOCCCD ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
<b>External Auditor</b>	<ul style="list-style-type: none"> <li>▪ Works with the project team to ensure proper procedures are followed and proper documentation is created</li> <li>▪ Responsible for providing compliance-related guidance and expertise to the project team</li> </ul>	As needed (all stages)
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>▪ Responsible for managing the project to completion</li> <li>▪ Develops, manages, and maintains the Project Work Plan in partnership with CedarCrestone Project Manager</li> <li>▪ Manages the issue and key decision log</li> <li>▪ Sets deadlines and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Escalates issues to the Steering Committee that may impact the go-live date</li> </ul>	1 person – 100% (all stages)
<b>FUNCTIONAL</b>		
<b>HCM Business Analyst Lead</b>	<ul style="list-style-type: none"> <li>▪ Leads the business analysts for a specific functional area, e.g., Talent Management</li> <li>▪ Coordinates activities with the CedarCrestone Solution Architect / Principal Consultants and other SOCCCD functional resources</li> <li>▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality</li> <li>▪ Performs Business Analyst responsibilities such as:                             <ul style="list-style-type: none"> <li>- Communicates business requirements</li> <li>- Validates architecture and design</li> <li>- Identifies data to be converted</li> <li>- Cleanses data</li> <li>- Validates data conversions</li> <li>- Tests business processes and configuration</li> <li>- Develops customer-specific training and documentation</li> <li>- Gathers reports and defines reporting requirements</li> </ul> </li> </ul>	2 people – 75% (all stages HCM deployment)  Assumes representatives for the following areas: <ul style="list-style-type: none"> <li>▪ HR</li> <li>▪ Compensation</li> <li>▪ Payroll</li> <li>▪ Time Tracking</li> <li>▪ Talent</li> <li>▪ Benefits</li> </ul>
<b>HCM Business Analysts (Business Area Experts)</b>	<ul style="list-style-type: none"> <li>▪ Business Analysts representing specific schools / departments / areas of functional expertise</li> <li>▪ Perform Business Analyst responsibilities such as:                             <ul style="list-style-type: none"> <li>- Identify data to be converted</li> <li>- Cleanse data</li> <li>- Validate data conversions</li> <li>- Test business processes and configuration</li> <li>- Develop customer-specific training and documentation</li> </ul> </li> </ul>	Various  Will include representatives from District, Colleges and Foundations for the following areas: <ul style="list-style-type: none"> <li>▪ HR</li> <li>▪ Compensation</li> </ul>

SOCCCD ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>- Provide functional knowledge and expertise on requirements</li> <li>- Gather reports</li> </ul>	<ul style="list-style-type: none"> <li>▪ Payroll</li> <li>▪ Time Tracking</li> <li>▪ Talent</li> <li>▪ Benefits</li> <li>▪ Integrations</li> <li>▪ Compliance / Regulatory</li> </ul>
<p><b>Financials Business Analyst Lead</b></p>	<ul style="list-style-type: none"> <li>▪ Leads the business analysts for a specific functional area, e.g., Talent Management</li> <li>▪ Coordinates activities with the Consultant Solution Architect / Principal Consultants and other UM functional resources</li> <li>▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality</li> <li>▪ Performs Business Analyst responsibilities such as:                             <ul style="list-style-type: none"> <li>-Communicates business requirements</li> <li>-Validates architecture and design</li> <li>-Identifies data to be converted</li> <li>-Cleanses data</li> <li>-Validates data conversions</li> <li>-Tests business processes and configuration</li> <li>-Develops customer-specific training and documentation</li> <li>-Gathers reports and defines reporting requirements</li> </ul> </li> </ul>	<p>1 person approx. – 75% (all stages Financials deployment)</p> <p>Assumes representatives for the following areas:</p> <ul style="list-style-type: none"> <li>▪ Financial Accounting</li> <li>▪ Cash Settlement and Banking</li> <li>▪ Customer Accounts</li> <li>▪ Supplier Accounts</li> <li>▪ Procurement</li> <li>▪ Business Assets</li> <li>▪ Projects</li> <li>▪ Expenses</li> <li>▪ Grants</li> <li>▪ Endowments</li> </ul>
<p><b>Financials Business Analysts (Subject Matter Experts)</b></p>	<ul style="list-style-type: none"> <li>▪ Business Analyst representing a specific school / department / area of functional expertise</li> <li>▪ Performs Business Analyst responsibilities such as:                             <ul style="list-style-type: none"> <li>-Identifies data to be converted</li> <li>-Cleanses data</li> <li>-Validates data conversions</li> <li>-Tests business processes and configuration</li> <li>-Develops customer-specific training and documentation</li> <li>-Provides functional knowledge and expertise on requirements</li> <li>-Gathers reports</li> </ul> </li> </ul>	<p>Various</p> <p>Will include representatives from District, Colleges and Foundations for the following areas:</p> <ul style="list-style-type: none"> <li>▪ Financial Accounting</li> <li>▪ Cash Settlement and Banking</li> <li>▪ Customer Accounts</li> <li>▪ Supplier Accounts</li> <li>▪ Procurement</li> <li>▪ Business Assets</li> <li>▪ Projects</li> <li>▪ Expenses</li> <li>▪ Grants</li> </ul>

SOCCCD ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
		<ul style="list-style-type: none"> <li>▪ Endowments</li> </ul>
<b>Testing Lead</b>	<ul style="list-style-type: none"> <li>▪ Defines the Testing Strategy and Testing Plan (with support from CedarCrestone)</li> <li>▪ Coordinates all testing activities including the creation of test scripts and executing testing To populate</li> </ul>	1 person – 100% (Configure and Prototype, and primarily Test stage)
<b>Workday Application Security Administrator</b>	<ul style="list-style-type: none"> <li>▪ Defines and updates security groups</li> <li>▪ Defines and maintains domains and business process security policies</li> <li>▪ Tests security group membership</li> <li>▪ Analyzes and audits security policies and procedures</li> <li>▪ Activates pending security policy changes</li> </ul>	1 person to lead Security– 25% approximately  Various people to support.
<b>TECHNICAL</b>		
<b>Technical Lead</b>	<ul style="list-style-type: none"> <li>▪ Responsible for overseeing the technical SOCCCD resources on the project and assigns deliverables accordingly</li> <li>▪ Provides Project Work Planning details for the Project Work Plan</li> <li>▪ Provides status on integrations, conversions and reporting during project status meetings</li> <li>▪ Assist with integration and report design, development, testing and post go-live support.</li> </ul>	1 person – 75% (all stages)
<b>Integration Developers</b>	<ul style="list-style-type: none"> <li>▪ Responsible for providing technical knowledge and expertise related to SOCCCD's existing integrations</li> <li>▪ Design and develop integrations</li> <li>▪ Test integrations</li> <li>▪ Validate that the customer's environment can support the integrations</li> </ul>	Various (all stages except planning)
<b>Data Migration Lead</b>	<ul style="list-style-type: none"> <li>▪ Responsible for providing technical knowledge and expertise related to current systems used by SOCCCD.</li> <li>▪ Assist with data mapping</li> <li>▪ Extract data from legacy systems</li> <li>▪ Lead data validation activities</li> </ul>	HCM and Payroll 1 person- 25% approx.  Financials 1 person - 25% approx
<b>Report Developers</b>	<ul style="list-style-type: none"> <li>▪ Develop and test custom reports in accordance with functional requirements</li> </ul>	Various (all stages except planning)
<b>CHANGE MANAGEMENT</b>		

<p><b>Change Management and Communication</b></p>	<ul style="list-style-type: none"> <li>▪ Conducts the readiness assessment</li> <li>▪ Leads the change management plan execution</li> <li>▪ Leads the departmental impact analysis and change management deliverables</li> <li>▪ Develops the Communications Strategy and Communications Plan</li> <li>▪ Leads the execution of the Communications</li> </ul>	<p>Facilitated by the Executive Steering Committee.</p>
<p><b>Change Agents</b></p>	<ul style="list-style-type: none"> <li>▪ Change Lead/Agents for specific schools and/or departments.</li> <li>▪ Support execution of the change management plan for the school / department</li> <li>▪ Assist with identifying key transformational changes for the school / department and ensures these changes are incorporated into communication and training plans</li> <li>▪ Coordinate change activities through the Change Management and Communication Lead</li> </ul>	<p>Various (all stages)</p> <p>Assumes representatives from schools and departments</p>
<p><b>Trainers</b></p>	<ul style="list-style-type: none"> <li>▪ Assist with the development of a training strategy including optimizing Workday's training tools where applicable</li> <li>▪ Develop Documentation &amp; Training Plans</li> <li>▪ Develop training templates and materials</li> <li>▪ Conduct end user training</li> </ul>	<p>Various (Test and Deploy stages for both HCM and Financials)</p>

## 5. CEDARCRESTONE ROLES AND RESPONSIBILITIES

In **Table 2: CedarCrestone Roles and Responsibilities**, we list each of the different roles to be filled by CedarCrestone.

TABLE 2: CEDARCRESTONE ROLES AND RESPONSIBILITIES

CEDARCRESTONE ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
<b>LEADERSHIP &amp; MANAGEMENT</b>		
<b>Executive Sponsor*</b>	<ul style="list-style-type: none"> <li>▪ Responsible for being the point of contact representing CedarCrestone management team</li> <li>▪ Works with the Project Manager so that escalated issues do not impact the project timeline</li> <li>▪ Participates in regularly scheduled Steering Committee meetings, which ensure that the project team is being held accountable for dates and commitments agreed to in the Project Work Plan</li> <li>▪ Maintains an ongoing relationship with the customer's executive contacts</li> </ul>	1 person - 10%
<b>Delivery Director / Account Manager</b>	<ul style="list-style-type: none"> <li>▪ Makes resource allocation decisions</li> <li>▪ Oversees consulting resources</li> <li>▪ Monitors program progress</li> <li>▪ Addresses any customer issues or concerns about consulting resources or timelines</li> <li>▪ Addresses additional consulting needs resulting from changes to project scope</li> </ul>	1 person - 10% to 20%
<b>Quality Assurance Consultant</b>	<ul style="list-style-type: none"> <li>▪ Performs periodic quality assurance reviews across the program at key milestones.</li> <li>▪ Provides recommendations to promote project success</li> </ul>	1 person – 20%
<b>Engagement Manager</b>	<ul style="list-style-type: none"> <li>▪ Responsible for managing the overall project to completion</li> <li>▪ Defines project standards, policies and procedures to be used across projects</li> <li>▪ Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments</li> <li>▪ Develops manages, and maintains the project plan</li> <li>▪ Performs financial management across the project</li> <li>▪ Manages the project issues, risks and key decision log</li> <li>▪ Sets priorities and deadlines and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Provides project health reports to upper management and Workday on a regular basis</li> </ul>	<b>Phase 1</b> 1 person – 100%  <b>Phase 2</b> 1 person – 100%



CEDARCRESTONE ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>▪ Escalates issues to the Executive Steering Committee that may impact the go-live date</li> <li>▪ Participates in internal review meetings, which help ensure the project is meeting deadlines and mitigating risk.</li> <li>▪ Interacts with Workday Delivery Assurance, Product Strategy and Development</li> </ul>	
<b>Functional</b>		
<b>HCM and Payroll Solution Architects</b>	<ul style="list-style-type: none"> <li>▪ Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective</li> <li>▪ Provides a framework for explaining the impact of key design decisions</li> <li>▪ Articulates the impact of the Workday Roadmap to customer requirements</li> </ul>	2 people – approx. 50% primarily Planning and Architect stages
<b>Principal HCM and Payroll Consultant</b>	<ul style="list-style-type: none"> <li>▪ Responsible for working with SOCCCD to design business processes</li> <li>▪ Gathers functional and reporting requirements</li> <li>▪ Maps client data to Workday</li> <li>▪ Configures Workday according to customer requirements</li> <li>▪ Documents any areas where requirements are not met</li> <li>▪ Supports testing, data conversion, and integration development efforts</li> <li>▪ Escalates issues that may impact the go-live date to the Project Manager</li> </ul>	3 people – 50% to 75% (all stages)
<b>Financials Solution Architect</b>	<ul style="list-style-type: none"> <li>▪ Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective</li> <li>▪ Provides a framework for explaining the impact of key design decisions</li> <li>▪ Articulates the impact of the Workday Roadmap to customer requirements</li> </ul>	1 person – approx. 50% primarily Planning and Architect stages
<b>Financials Consultant</b>	<ul style="list-style-type: none"> <li>▪ Responsible for working with SOCCCD to design business processes</li> <li>▪ Gathers functional and reporting requirements</li> <li>▪ Maps client data to Workday</li> <li>▪ Configures Workday according to customer requirements</li> <li>▪ Documents any areas where requirements are not met</li> <li>▪ Supports testing, data conversion, and integration development efforts</li> <li>▪ Escalates issues that may impact the go-live date to the Project Manager</li> </ul>	3 people – 50% to 75% (all stages)



CEDARCRESTONE ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
<b>Technical</b>		
<b>Technical Lead</b>	<ul style="list-style-type: none"> <li>▪ Responsible for overseeing the technical deliverables on the project</li> <li>▪ Provides Project Work Planning details for the Project Work Plan and communicates status updates and issues to the project management team.</li> <li>▪ Provides overall technical expertise including reporting, data migration, and performing code quality reviews.</li> <li>▪ Liaise between the project team and Workday development team on any integration issues, as well as upcoming changes.</li> <li>▪ Coordinate the resolution of issues during testing and deployment for integrations and data migration for which CCI is responsible.</li> <li>▪ Provide knowledge transfer to the SOCCCD integration team members.</li> </ul>	1 person – approximately 30% to 50% (all stages)
<b>Integration Consultants</b>	<p>Works with the Team CCI functional consultants and the SOCCCD Development team and Subject Matter Experts to gather and document integration requirements.</p> <p>Responsibilities include the following:</p> <ul style="list-style-type: none"> <li>▪ Responsible for leading integration workshop(s)</li> <li>▪ Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide:</li> <li>▪ Support the design, configuration and testing of Workday integrations in scope for the implementation.</li> <li>▪ Document design decisions for integrations assigned to Team CCI.</li> <li>▪ Develop and unit test Workday integrations assigned to Team CCI.</li> <li>▪ Support SOCCCD with the development and testing of integrations assigned to SOCCCD.</li> <li>▪ Work with the SOCCCD team to resolve issues.</li> </ul> <p>Provide knowledge transfer to the SOCCCD integration team members.</p>	<p><b>Phase 1</b> 1 person 100% through Configure &amp; Prototype and part-time support through Testing and Deploy</p> <p><b>Phase 2</b> 1 person 100% through Configure &amp; Prototype and part-time support through Testing and Deploy</p>
<b>Data Migration Consultant</b>	<ul style="list-style-type: none"> <li>▪ Responsible for migrating customer data into Workday</li> <li>▪ Resolves data related issues during conversions</li> </ul>	<p><b>Phase 1</b> 1 person - 25% all stages</p> <p><b>Phase 2</b> 1 person – 25% all stages</p>
<b>Change Management</b>		
<b>Change Management Lead</b>	<ul style="list-style-type: none"> <li>▪ Coach and Mentor to SOCCCD's Change Management and Communication Lead(s)</li> <li>▪ Facilitates design, development and execution of the Change Management Strategy and Roadmap.</li> </ul>	<p>1 person – 50% all stages</p> <p>1 person – PACT™ assessments</p>

CEDARCRESTONE ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>▪ Conducts the Readiness Assessment</li> <li>▪ Conducts Training Needs Assessment</li> <li>▪ Conducts Go-Live Readiness Assessment</li> <li>▪ Facilitates design, development and execution of Communication Plan</li> <li>▪ Facilitates design, development and execution of Knowledge Transfer Plan</li> <li>▪ Facilitates design, development and execution of Training Strategy and Plans, including facilitation of training delivery</li> <li>▪ Delivers cutover support and coaching for future services</li> <li>▪ Leads the Lessons Learned session</li> </ul>	

## 6. ASSUMPTIONS

### 6.1. GENERAL ASSUMPTIONS

1. Overall project management responsibility will be shared between CedarCrestone and South Orange County Community College District. South Orange County Community College District will provide an executive sponsor, program manager, project manager, and leads to coordinate project activities with the CedarCrestone Project Leadership. SOCCCD Project Manager will be full time 100% dedicated to the project.
2. SOCCCD Executive Sponsor will provide guiding principles to the team. The approach will use the default Workday business processes, and SOCCCD will adapt their business processes to the leading practices with in the Workday system.
3. The SOCCCD Executive Sponsor is responsible for the approval of any end user departmental policies, procedures, and user manuals.
4. During the planning phase the go live date will be reviewed and may be adjusted, with approval of SOCCCD, based on the actual start date of the project and the completion of the Project Team Training conducted by Workday. The project's go live may be dependent upon go-live on the first day of a quarter for payroll purposes.
5. SOCCCD will provide CedarCrestone consultants with reasonable facility access, working space, equipment and office support.
6. The CedarCrestone Team will be reliant on the SOCCCD Executive Sponsor and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) user readiness for system adoption.
7. Key decisions will require rapid turnaround in order to minimize their impact on the project timeline. Rapid turnaround will be defined as two (2) to five (5) business days following submission in writing or by e-mail. The project manager will communicate any decisions that need to be approved more rapidly than two (2) to five (5) days. If a decision cannot be made in this timeframe, the CedarCrestone and SOCCCD project managers will evaluate the impact on the project milestones and escalate accordingly.
8. Prompt review and sign-off of deliverables will be defined as two (2) to five (5) business days following submission in writing or by e-mail. SOCCCD will notify CedarCrestone in writing of any requested changes.
9. The SOCCCD Executive Sponsor will establish a Steering Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. CedarCrestone and Executive Sponsor(s) will participate on the Executive Steering Committee.
10. CedarCrestone will conduct project kick-off meetings with the Executive Steering Committee and the Executive Sponsor's authorized project members. The kick-off will initiate a planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan, however, the project milestones will not exceed the dates set forth herein, except upon written approval of SOCCCD.. Additionally, critical path items and the timelines associated with each important phase will be outlined by CedarCrestone using Workday's deployment methodology and approved by the SOCCCD Executive Sponsor.
11. CedarCrestone Project Executive and the SOCCCD Executive Sponsor will be visible and accessible to the joint Project Management team to provide direction, guidance, and rapid decision-making. CedarCrestone and the SOCCCD Executive Sponsor will meet

with the joint Project Management Team throughout the project.

12. The SOCCCD Project Leadership will provide a plan of action for critical functional and technical issues within two (2) to five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the SOCCCD Executive Sponsor for resolution. The CedarCrestone Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
13. The SOCCCD Project Leadership will provide a plan of action for critical functional and technical issues within two (2) to five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the SOCCCD Executive Sponsor for resolution. The CedarCrestone Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
14. The SOCCCD Executive Sponsor and CedarCrestone will establish a Project Change Control process for the project. This process will be used to govern changes, if needed, to the Statement of Work.
15. The SOCCCD Executive Sponsor will have primary responsibility for system, acceptance, and performance testing for the project, with the support of CedarCrestone Project Manager and the functional and technical resources.
16. The SOCCCD resources will be highly knowledgeable of the SOCCCD business processes, have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the design and configuration of the Workday System.
17. If the SOCCCD Executive Sponsor assigns third-party contract personnel to this project, CedarCrestone will assume such third-party contract personnel represent SOCCCD and they will be empowered to make decisions on behalf of SOCCCD.
18. The SOCCCD Executive Sponsor must provide resources for off hours work that may be required for validation or catch-up of transactions during the deployment period.
19. The deliverable review process will be defined and documented in the project management plan.
20. We will have four (4) builds during each phase of the project: Initial Tenant, Configuration & Prototype Tenant, Final Configuration/Parallel Tenant and Gold Tenant. Each build will last two (2) to three (3) weeks.
21. SOCCCD will provide remote connectivity consistent with its security process and procedure to be used during the project.
22. SOCCCD will own responsibility for completeness and accuracy of all data provided. Audit reports will be run once the data is in Workday and SOCCCD and Workday will need to sign off that they accept the data migrated.
23. SOCCCD will be responsible for any 3rd party communications to complete integrations.]
24. CedarCrestone will audit training classes provided to SOCCCD employees. Training classes must be held, SOCCCD employees must attend, and sign off from CedarCrestone based on this training for go-live will be required.
25. SOCCCD will define change control procedures including who will have authority to approve changes. An example of a change order document is attached as Exhibit A.

## 6.2. SCOPE ASSUMPTIONS

1. A Checkpoint will be included near the end of each Stage of the methodology. At that Checkpoint, the Project Managers and Executive Sponsors will review the findings and information from the Stage nearing completion. The intent of each Checkpoint is to assess the scope, budget, resources and timing of the project to confirm that any new information remains consistent with this document. If the SOCCCD Executive Sponsor requests a change in scope, schedule, resources, or assumptions, beyond what is included in the SOW, a project change order will be required to be mutually agreed on by both parties.
2. Business processes / workflows will be reviewed by CedarCrestone in tandem with SOCCCD resources during the Design and Architect stage based upon the Workday optimized default business processes. Through a series of collaborative workshops, each business process / workflow will be documented. In the Configure & Prototype stage, those and only those, business processes will be configured in the system based on the Global Design Blueprint document. Any requested deviation from Global Design Blueprint may result in an increase in cost estimates and delays beyond the target go-live.

## 6.3. RESOURCE ASSUMPTIONS

1. SOCCCD Resource Assumptions:
  - SOCCCD will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in Section 5.
  - SOCCCD's functional and technical staff will be committed to the project and the associated changes to their job functions.
  - SOCCCD project personnel will participate in accordance with time allocation stated in this proposal and will remain assigned to the project as long as they remain active employees.
  - SOCCCD resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
2. SOCCCD shall provide input, review, and participation during performance of the Services, including subject matter experts that will be available to participate in workshops, testing and scheduled meetings. Cross functional time of Financial Accounting resources' time commitment during the deployment for activities such as accounting decisions and shared organizations will be required.
3. SOCCCD shall ensure that its employees make time available, and provide CedarCrestone personnel access to key users and technical personnel within the SOCCCD organization as it relates to the performance of Services.
4. CedarCrestone consultants will perform services on premises at SOCCCD, Golden, CO Office and remotely.
5. SOCCCD will provide remote connectivity consistent with its security process and procedure to be used during the project.

## 6.4. TRAINING ASSUMPTIONS

1. SOCCCD will ensure that the project team is trained in Workday HCM, Time Tracking and Payroll fundamentals at the onset of Phase 1, and Workday Financials Fundamentals for the onset of Phase 2. The Technical team will be trained in Workday reporting and integration tools. Training will be secured from Workday under separate contract.
2. The project will use a Train-the-Trainer approach. CedarCrestone will provide knowledge transfer during the design sessions, business process walkthroughs, and configuration and testing, which will allow SOCCCD to develop and conduct training sessions for end users.
3. SOCCCD will be responsible to create training materials and to provide training for SOCCCD staff.

## 6.5. CHANGE MANAGEMENT ASSUMPTIONS

1. PACT™ pricing assumes assessments for up to 100 users and three assessments across each phase of the project. Each assessment will use three maps with minor refinements.

## 6.6. TESTING AND DELIVERY ASSURANCE ASSUMPTIONS

1. SOCCCD will own responsibility for completeness and accuracy of all data loaded to the Workday Tenant.
2. SOCCCD will contract directly with Workday for all Delivery Assurance related activities and associated costs. SOCCCD will complete the required Delivery Assurance activities in a timeframe consistent with the Workday methodology.
3. SOCCCD is responsible for executing all test scenarios and scripts, including 2 payroll parallel cycles.

## 6.7. PRODUCTION SUPPORT

1. CedarCrestone will provide part-time functional post-production support for the first eight (8) weeks after go-live. Production support will include six hundred twenty (620) hours for Phase 1 and five hundred eighty (580) hours for Phase 2. CedarCrestone and SOCCCD will agree how these hours will be utilized prior to go-live.

## 7. PERSONNEL AND RATES

The rate for CedarCrestone's services will be **\$170 per hour** excluding travel related expenses. Services will be invoiced monthly based on hours incurred. Hours for Phase 1 and Phase 2 are provided in the table below. CedarCrestone and SOCCD have established a project budget, as outlined in the table below. The project budget will include consulting services and travel and related expenses. CedarCrestone will not expend effort that would cause the project budget to be exceeded, without written approval by SOCCCD

CedarCrestone Workday Deployment Services	Hours	Hourly Rate	Cost
<b>Phase 1</b>			
Engagement Management	1,600	\$170	\$272,000
Workday HCM and Payroll Deployment	3,880	\$170	\$659,600
Workday Financial Data Model	120	\$170	\$20,400
Data Migration	480	\$170	\$81,600
Technical Oversight and Integrations Reports	1760	\$170	\$299,200
	200	\$170	\$34,000
<b>Subtotal</b>	<b>8,040</b>		<b>\$1,366,800</b>
<b>Phase 2</b>			
Engagement Management	1,600	\$170	\$272,000
Workday Financials	3,700	\$170	\$629,000
Data Migration	480	\$170	\$81,600
Technical Oversight and Integrations Reports	1100	\$170	\$187,000
	200	\$170	\$34,000
<b>Subtotal</b>	<b>7,080</b>		<b>\$1,203,600</b>
<b>Change Management</b>			
Change Management Lead	1,440	\$170	\$244,800
PACT™ Assessments	240	\$170	\$40,800
PACT™ Licensing			\$9,501
<b>Subtotal</b>	<b>1,680</b>		<b>\$295,101</b>
<b>Total Costs for Deployment Services</b>	<b>16,800</b>		<b>\$2,865,501</b>

In addition to our pricing proposal above, CedarCrestone will invoice SOCCCD for reasonable out-of-pocket expenses for travel, living accommodations, meals, and incidentals. These expenses will be incurred per the CedarCrestone Travel and Expense Billing Policy noted in the MSA. For budgeting purposes, we estimate that all expenses will be approximately **\$324,000**.

The service rate of \$170 per hour is valid through June 30, 2015 for any and all change orders executed prior to June 30, 2015. Thereafter, services rates will change starting July 1, 2015 and may be adjusted annually each July 1, thereafter.



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SOCCCD agrees to provide CedarCrestone with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event SOCCCD provides less than ten (10) business days' notice, CedarCrestone reserves the right to invoice SOCCCD for sixteen (16) hours of consulting services per consultant released. In the event of cancellation, SOCCCD shall also be responsible for all non-refundable advance purchase airline tickets purchased within 15 business days of notification. CedarCrestone shall not make any additional purchases nor incur any additional expense upon receipt of any notice of termination or staffing reduction as it relates to any Consultant referenced in any such notice.

Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

---

**The authorized representatives of the parties have signed this Statement of Work.**

South Orange County Community College District      CedarCrestone, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

<b>C.1 CEDARCRESTONE SIMPLE CHANGE ORDER</b>	
<b>DATE SUBMITTED:</b> /        /	
<b>MASTER SERVICE AGREEMENT REFERENCE NUMBER:</b>	CedarCrestone
<b>STATEMENT OF WORK REFERENCE NUMBER:</b>	<u>CedarCrestone</u>
<b>REQUEST SUBMITTED BY:</b>	_____, _____, CedarCrestone
<b>CHANGE ORDER NARRATIVE:</b>	
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____.	
<b>The authorized representatives of the parties have signed this Change Order.</b>	

**C.1 CEDARCRESTONE SIMPLE CHANGE ORDER**

**CEDARCRESTONE**

**CLIENT**

**CedarCrestone, Inc.**

**SOCCCD**

**By:**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ITEM: 6.8**  
**DATE: 2/24/14**

**TO:** Board of Trustees

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

**RE:** SOCCCD: Approval of Independent Consultant Services Agreement for Strata Information Group (SIG) – Business Process Change Management and Project Management Services for the HR/Financial Software System Project

**ACTION:** Approval

---

### **BACKGROUND**

The Board of Trustees has approved agreements for the new HR/Financial Software System at the January 27, 2014 Board of Trustees Meeting, with Workday, Inc. and an implementation partner CedarCrestone, Inc. The District is in need of day-to-day project management of this complex multi-year project.

### **STATUS**

Strata Information Group (SIG) would provide business process change management and project management services to ensure SOCCCD stays aligned with its project goals and milestones, while working along with all of the various groups within SOCCCD, CedarCrestone, and Workday during the implementation process phases. This recommendation meets the district and colleges' needs to have a HR/Financial Software System Project Manager to manage and coordinate the project to completion, facilitate business process implementation, develop, manage, and maintain the project work plan in partnership with the project steering committee and CedarCrestone, manage the issues and key decision log, set deadlines and evaluate milestones, escalate issues to Steering Committee and Vice Chancellor of Business Services that could affect the "Go Live" date, and coordinate with the Project Team Leads on a daily basis during the project implementation.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Independent Consultant Services Agreement for Business Process Change Management and Project Management Services for Strata Information Group (SIG) (EXHIBIT A) for an amount not to exceed \$500,000 effective February 25, 2014 through June 30, 2016.

**CONSULTANT AGREEMENT – STRATA INFORMATION GROUP –BUSINESS PROCESS CHANGE MANAGEMENT AND PROJECT MANAGEMENT SERVICES FOR THE HR/FINANCIAL SOFTWARE SYSTEM PROJECT, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as “DISTRICT,” and Strata Information Group, 3935 Harney Street, Ste. 203, San Diego, CA 92110, (619) 296-0170, hereinafter referred to as “CONSULTANT.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I - SERVICES TO BE PROVIDED BY CONSULTANT:**

1. The CONSULTANT's services shall consist of those services performed by the CONSULTANT, CONSULTANT's employees and CONSULTANT's sub consultants as enumerated in Articles II and III of this AGREEMENT.
2. The CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully and adequately complete the Project. The CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession. The CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
3. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate, Henry A. Eimstad, as the primary contact and project manager for the DISTRICT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project.
4. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT then upon written notice the CONSULTANT will have ten (10) working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT.

5. In the performance of CONSULTANT's services under this agreement, CONSULTANT agrees that he will maintain such coordination with DISTRICT personnel and/or its designated representatives as may be requested and desirable. CONSULTANT recognizes that the DISTRICT will designate Project Manager for this project. Only the Project Coordinator is authorized to give CONSULTANT work authorizations, issue written approvals and Notices to Proceed. If any work is done by CONSULTANT without prior written authorization by the Project Manager, the DISTRICT will not be obligated to pay for such work. The DISTRICT reserves the right to designate a different Project Manager during the course of the project if necessary.

#### ARTICLE II – SCOPE OF CONSULTANT'S SERVICES

Strata Information Group (SIG) would provide business process change management and project management services to ensure SOCCCD stays aligned with its project goals and milestones, while working along with all of the various groups within SOCCCD, CedarCrestone, and Workday during the implementation process phases. This recommendation meets the district and colleges' needs to have a HR/Financial Software System Manager to manage and coordinate the project to completion, facilitate business process implementation, develop, manage, and maintain the project work plan in partnership with the project steering committee and CedarCrestone, manage the issues and key decision log, set deadlines and evaluate milestones, escalate issues to Steering Committee and Vice Chancellor of Business Services that could affect the "Go Live" date, and coordinates with the Project Team Leads on a daily basis during the project implementation.

#### ARTICLE III - RESPONSIBILITY OF THE DISTRICT

The DISTRICT shall provide the CONSULTANT with documented project information in its possession which is reasonably necessary for the performance of the work described herein. The DISTRICT shall designate a representative as the CONSULTANT's primary contact for all project information; the representative shall be responsible for examining all documents submitted by the CONSULTANT and shall render decisions and additional information in a prompt and effective manner as required to support the project. The DISTRICT shall provide prompt PAYMENT for all approved invoices, as provided for in this Agreement.

#### ARTICLE IV - TERM

The term of this contract begins on February 25, 2014 and will continue until June 30, 2016.

If there is greater than a six month lapse in services, DISTRICT and CONSULTANT will amend agreement to move forward as stated or amend the agreement.

#### ARTICLE V - COMPENSATION

1. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000)

(which includes labor and expenses) upon satisfactory completion of the services.

- a. Services shall be billed monthly as the work progresses on a percentage of completion basis to be mutually agreed upon at the end of each month. Invoices shall be considered delinquent 60 days after receipt.
- b. 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 sixty (60) days after the invoice date shall bear interest at the legal rate prevailing at the time for Orange County, California.
- c. 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 shall be computed at standard hourly rates listed in (EXHIBIT A).
- d. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.
- e. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and Consultant's employees and consultants in the interest of the Project.
- f. Reimbursable expenses shall be transportation expenses in connection with the Project; expenses in connection with authorized out-of-town travel; long distance communications; CONSULTANT's normal travel expenses and meals are excluded.

#### ARTICLE VI - 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/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 with respect to CONSULTANT's employees.

#### ARTICLE VII - MATERIALS

CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations



prepared in accordance with generally and currently accepted principles and practices of his/her profession.

#### ARTICLE VIII - ORIGINALITY OF SERVICES

CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

#### ARTICLE IX - 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 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 X - TERMINATION

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. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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 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. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. 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.

#### ARTICLE XI - HOLD HARMLESS

CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the 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, which may be incurred by reason of:

1. any injury to or death of any person(s), or damage to or loss of any 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, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or

2. Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this AGREEMENT.

#### ARTICLE XII – INDEMNITY AND INSURANCE

1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the 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, which may be incurred by reason of:

a. any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT's employees or his/her subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to CONSULTANT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of CONSULTANT's sub consultants, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and

c. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

2. CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions

be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Statutory workers' compensation and employers' liability.
- b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for 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 \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than 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, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- e. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."
- f. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

g. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

#### ARTICLE XIII - ASSIGNMENT

The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

#### ARTICLE XIV - 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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

#### ARTICLE XV - 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.

#### ARTICLE XVI - 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.

#### ARTICLE XVII - ENTIRE AGREEMENT/AMENDMENT

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

#### ARTICLE XVIII - AFFIRMATIVE ACTION EMPLOYMENT

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

#### ARTICLE XIX - NON WAIVER

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.

**ARTICLE XX - NOTICE**

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

**DISTRICT:**

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

**CONSULTANT:**

Strata Information Group  
3935 Harney Street, Ste. 203  
San Diego, CA 92110  
Attn: Henry A. Eimstad  
President

**ARTICLE XX - SEVERABILITY**

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

**ARTICLE XXI - GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

**South Orange County Community College District**

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

**Strata Information Group**

By: \_\_\_\_\_  
Henry A. Eimstad  
President

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

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

Taxpayer Identification Number: 33-0278391

EXHIBIT A

SALARY SCHEDULE/HOURLY RATES

- Services are billed at \$160/hour plus travel, meals, and lodging expenses.
- SIG will invoice only for the consulting hours and expenses actually used.
- Costs include all state taxes, if applicable.

Exhibit B

**Strata Information Group  
Statement of Work (SOW-06)**

<b>South Orange County Community College District</b>	<b>Workday Implementation Services</b>
-----------------------------------------------------------	----------------------------------------

Under the terms of this Agreement, Strata Information Group (SIG) will provide consulting services for South Orange County Community College District (SOCCCD) as directed, to perform the following work:

**Description of Work:**

SIG will provide various services to assist SOCCCD with the implementation of Workday. These services will include change management and project management.

**Proposed Services:**

<b>Tasks</b>	<b>Cost</b>
Change management services (400 hours)	\$64,000
Project management services (hours to be approved by SOCCCD)	\$436,000
<b>Total Cost:</b>	<b>\$500,000</b>

The total cost of this project will not exceed \$500,000 without prior authorization from SOCCCD.

**Notes:**

- Services are billed at \$160/hour plus travel, meals, and lodging expenses.
- SIG will invoice only for the consulting hours and expenses actually used.
- Costs include all state taxes, if applicable.



**TO:** Board of Trustees

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

**RE:** SOCCCD: Collaboration Agreement with Workday, Inc.

**ACTION:** Approval

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### **BACKGROUND**

Workday, Inc. (“Workday”) was selected to provide cloud-based human resources and finance software systems utilized by the District. Workday does not currently have a student information system (SIS) but is in the process of developing Workday Student, a SIS that will include student success and big data components. In recognition of SOCCCD’s previous development of a student information system and its work on student success and predictive analytics software, Workday has determined that the District has a unique perspective that can be mutually beneficial as Workday develops the Workday Student system. Workday is collaborating with a limited number of colleges and universities as “design partners” or “strategic influencers.”

### **STATUS**

Workday has approached the District with a collaboration opportunity to be a “strategic influencer” by providing input into the development of its cloud-based student information and big data systems. This collaboration can potentially meet the future needs of the District as the District’s Student Information System reaches the end of its useful life.

The district’s fiscal commitment is a one-time payment of \$170,000 payable on or before December 1, 2016. In return, the District will receive access to the existing Workday Big Data product for the human resources and finance systems (valued at an estimated \$400,000 per year) as well as full access to all Workday Student modules as they are released over the collaboration period.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the collaboration agreement with Workday, Inc., as shown in EXHIBIT A for a three-year term.



**Collaboration Agreement  
Between Workday, Inc. and South Orange County Community College District**

**THIS COLLABORATION AGREEMENT** (the “Collaboration Agreement”) is made and entered into as of the later of the signature dates of the parties below (the “Effective Date”) by and between South Orange County Community College District, a California community college district duly organized and validly existing under the Constitution and laws of said State of California (the “District”), and Workday, Inc., a Delaware corporation with headquarters in Pleasanton, California (“Workday”). The District and Workday are collectively referred to in this Collaboration Agreement individually as “Party” and collectively as the “Parties.” This Collaboration Agreement is made with reference to the following facts:

**WHEREAS**, The District’s Information Technology Department has designed, developed and currently utilizes a home-grown student information system (“SIS”) and student success suite (“Student Success Suite”) (collectively “District Student System”). The “Student Success Suite” has been recognized as innovative software by the many individuals who have used it, the California Community College Chancellor’s Office, other California community colleges, and elite private universities across the country. Additionally, the Student Success Suite has garnered national awards and received favorable press attention from media outlets such as The Chronicle of Higher Education, Campus Technology News, and eCampus News.

**WHEREAS**, Workday currently provides cloud-based human resources and finance systems utilized by the District, but does not have a student information system. Workday is in the process of developing a new student information system and student success suite (“Workday Student Service”) and has recognized that the District has a unique perspective that can be useful as Workday develops the Workday Student Service.

**WHEREAS**, as part of the development of the Workday Student Service, Workday is collaborating with a limited number of colleges and universities, which Workday is referring to as “Design Partners.” The Design Partner group was closed in early 2014 and is not admitting new members. However, due to the unique nature of the District’s experience with its own District Student System, Workday has approached the District with a different collaboration opportunity to be what Workday refers to as a “strategic influencer” and provide input into the development of its cloud based student information system.

**WHEREAS**, the District is interested in this collaboration as part of its mission of contributing to the advancement of knowledge and innovation and because it can potentially meet the future needs of the District as the District Student System reaches the end of its useful life.

**WHEREAS**, this collaboration for the development of a cloud-based student information system (“Collaboration”) will be mutually beneficial to the District and Workday.

**WHEREAS**, the objective of this Collaboration Agreement is to establish the terms and conditions of a collaboration between the District and Workday.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

- 1. General.** The existing Master Subscription Agreement (“MSA”) effective January 28, 2014 between the parties will generally apply to this Collaboration Agreement except as specifically identified in this Agreement.



2. **Strategic Influencer Program.** The District will participate in Workday’s Strategic Influencer Program for Workday Student Service. The District’s terms and conditions, including pricing, on this Collaboration Agreement reflects its Strategic Influencer status.
3. **Overview of Program:** This Strategic Influencer Program is intended to enable a select group of higher education institutions an opportunity to provide input into and gain early access to Workday’s Student Service. Institutions are selected for participation based upon their ability to provide thought leadership for the other peer institutions of their type (Public, Private, Research, Community College, Multi-Campus/Multi-Institution Systems, Non-Traditional / For-Profit, Professional School, Global, etc.). The District has been selected both for its Community College status and also for its unique experience with its own District Student System.
4. **Participation Benefits:** The District will have an opportunity to influence the Workday Student Service scope and design, increasing the likelihood that early releases of the Workday Student Service will meet the District’s critical needs. In addition, if the District decides to commence its efforts to implement the Workday Student Service within twelve (12) months of all portions of Workday Student Service being released for production use by customers, it will receive priority from Workday’s third party implementation vendors.
5. **Participation Obligations:** The Strategic Influencer Program is expected to last approximately three (3) years. If the District is no longer a subscriber to Workday’s Human Capital Management and/or Financials Service, the District may not remain part of the Strategic Influencer Program. Throughout the Strategic Influencer Program, the District shall:
  - a. Identify Subject Matter Experts (“SME”) in specific functional/technical/strategic areas identified by Workday. All such SMEs must be senior-level for their designated role;
  - b. Make all such SMEs available to the Strategic Influencer Program for in-person meetings of up to one and half (1.5) days in duration, up to two (2) times per year. The District is responsible for its travel-related costs for such meetings;
  - c. Make all such SMEs available for other virtual meetings throughout the Strategic Influencer Program for teleconferences or online meetings using internet technology;
  - d. Allow Workday to use its institution name and logo as part of a list of Strategic Influencer participants on Workday’s website, news releases, and presentations as well as participate in marketing and other publicity programs for Workday Student.
6. **Early Access to Student Service:** Prior to all portions of Workday Student Service being released for production use by customers, the District will receive, as part of the Strategic Influencer Program, access to a Workday Student tenant populated with demonstration data. This tenant shall not be used for implementation or Production purposes and there are no warranties or SLAs associated with the District’s use of such tenant. The District shall not populate such tenant with any actual data.
7. **Communications:** The Workday Student Program Manager will be the main contact for the Strategic Influencers, managing their needs, questions, and requests with regards to



Workday Student Service and the respective product management and development organizations. This includes the dissemination of information, scheduling focused calls with the Workday Student Service program management team, managing the collaborative communities that are available to the Strategic Influencers, and being the point of contact for managing escalations. All communications regarding the Strategic Influencer Program and Workday Student Service concern software that is under development and, whether or not marked, are Confidential Information subject to protection pursuant to Section 4 of the MSA. In the event of a Public Records Act request for such communications, the process set forth in Section 4.3 of the MSA will be used by the parties.

8. **Workday Community:** Throughout the Strategic Influencer Program’s duration, to the extent available, the District shall have access to the Workday Student Service portion of Workday’s online Community site to share information and ideas, which may be restricted and otherwise not available to Workday customers who are not participating in the Strategic Influencer or design partner programs.
  
9. **Access to Workday Big Data Analytics in the Workday Data Center:** Throughout the Strategic Influencer Program, the District shall receive, at no cost to the District, access to Workday’s Big Data Analytics in Workday Data Center for HR/Finance module platform for testing case studies only, with no more than 1 terabyte of data loaded for testing purposes. As part of the Strategic Influencer Program, the District shall receive a limited term subscription to use Workday’s Big Data Analytics in the Workday Data Center (Workday SKU BDAWD) from December 1, 2016 through November 30, 2017. This subscription is limited to 1,369 FSE Workers (defined in section 10 below) and 2 Terabytes of data usage. If the District has more FSE Workers during the subscription term, the annual fee for additional FSE Workers is \$23.00 each. If the District uses more than 2 Terabytes of data, the fee for each additional Terabyte or fraction during the subscription term is \$10,000.00.
  
10. **FSE Workers and Growth.** The District’s use of BDAWD is based on the number of FSE Workers for the HCM Service that the District is utilizing pursuant to its This Agreement # 1 with Workday. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

*Sample Total FSE Worker Calculation:*

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



Pricing for the Big Data Analytics in Workday Data Center portion of the Service is based on the following categories of Employees/Workers:

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

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

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

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

The District may increase the permitted number of FSE Workers during the Term of this Agreement (each an “Additional FSE Worker”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Agreement. No later than October 31<sup>st</sup> each year, the District must report to Workday the actual number of FSE Workers as of October 15<sup>th</sup> and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Agreement, the District will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Agreement that is in progress as of October 15<sup>th</sup>. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Term of this Agreement will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. An amendment to this Agreement will be required for FSE Worker increases.

- 11. Production use of Workday Student Service:** As part of the Collaboration Agreement, the District is entitled to utilize the Generally Available portions of Workday Student



Service from December 1, 2016 through November 30, 2017. Use of the Generally Available portions of Workday Student Service is subject to all terms and conditions of the MSA for up to 23,000 Full-time Equivalent Students (FTE Students as defined in Section 12 below). If the District has more FTE Students during the subscription term, the annual fee for additional FTE Students is \$69.00 each.

12. **FTE Students and Growth.** The number of FTE Students is calculated by first multiplying the number of students in each category of students (as defined below) by the applicable percentage rate specified below and then adding the resulting numbers for each category of student together for a total sum.

***Sample Total FTE Student Calculation:***

<b>Student Category</b>	<b>Applicable Number</b>	<b>Applicable Percentage</b>	<b>FTE Student Calculation</b>
Full Time Equivalent Students reported to IPEDS	20,000	100%	20,000
Students not reported to IPEDS	20,000	25%	5,000
<b>Total</b>	<b>40,000</b>		<b>25,000</b>

“**Full Time Equivalent Students reported to IPEDS**” is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or the District ceases reporting to IPEDS Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at the District’s facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

“**Students not reported to IPEDS**” is the total of individual students whose records are in active status in the Service and who are not included in the IPEDS reporting.

The District may increase the permitted number of FTE Students during the Term of this Agreement (each an “**Additional FTE Student**”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional FTE Students for any such increased use of the particular Service category in accordance with the rate table in this Agreement. No later than October 31<sup>st</sup> each year, the District must report to Workday the actual number of FTE Students (calculated as described above) as of October 15<sup>th</sup>. If the actual number of FTE Students is higher than the number of permitted FTE Students stated in this Agreement, the District will be invoiced for the applicable Subscription Fees for Additional FTE Students for such overage for the full annual period of this This Agreement that is in progress as of October 15th. The Subscription Fee for Additional FTE Students is calculated by multiplying the increase in the number of FTE Students by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Term of this Agreement will be due even if the actual number of FTE Students falls below the stated number of permitted FTE Students. Subscription Fees for Additional FTE Students are due within thirty (30) days of the invoice date. An amendment to this Agreement will be required for FTE Student increases.



**13. Fees for this Collaboration Agreement:** Customer shall pay Workday a fee of \$170,000.00 US Dollars due on December 1, 2016, unless accelerated as described in section 14 below. A summary of the fees is as follows:

<b>Term of this Agreement for WSS</b>	December 1, 2014 through November 30, 2017
<b>Term of this Agreement in Months WSS</b>	36
<b>Term of this Agreement for BDAW</b>	December 1, 2016 through November 30, 2017
<b>Term of this Agreement in Months BDAW</b>	12
<b>Currency</b>	USD
<b>Total Fee*</b>	170,000

Payment #	Payment Due Date	Payment Amount
1	December 1, 2016	170,000
	<b>Total Fees</b>	<b>170,000</b>

\* No fees are due for the first two annual periods (12/1/2014-11/30/2016); fees are for the permitted numbers stated below.

SKU	Service	Permitted FTE Students
WSS	<p>Workday Student Service includes the following components:</p> <p>The following components are generally available: Student Recruiting Academic Foundation</p> <p>The following components will be provided on an if and when available basis: Admissions Student Records Academic Advising Financial Aid Student Accounts Student Portfolio Faculty Portfolio Student Retention Institutional Effectiveness</p>	23,000

SKU	Service	Permitted FSE Workers
BDAWD	Big Data Analytics in Workday Data Center	1,369

Annual Fee per Additional FTE Student	Fee
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WSS	69.00
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Annual Fee per Additional FSE Worker	Fee
BDAWD	23.00

SKU	Service	Quantity
BDA1TB	Big Data Analytics 1 Terabyte Data Usage	2

\*During the Term of this Agreement the annual fee for additional BDA1TB increments will be \$10,000.

Translations	Number of Languages
Number of Translations	US English Only

Billing Contact for the District
Jim Gaston
28000 Marguerite Pkwy Mission Viejo, CA. 92692 United States
1-949 582-4336
jgaston@socccd.edu

The District may need to travel in order to participate in the Strategic Influencer Program and is responsible for its own travel costs.

14. **Acceleration of subscription start date and agreement fee due date:** In the event that Customer wishes to use BDAWD or any portion of Workday Student Service in production prior to December 1, 2016, the following will apply: The District will notify Workday that it wishes to accelerate its use of the Workday Services and the parties shall execute an amendment to this Agreement reflecting the acceleration and the new start date of the District's right to use the Workday Service in production. Upon mutual execution of the amendment, the \$170,000 scheduled to be due as of December 1, 2016, will be invoiced and shall be due in accordance with the MSA.
15. **Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement for periods when the District is using the Workday Service in production. Service credits are inapplicable prior to production use.
16. **Warranty.** The warranty in the MSA is applicable to BDAWD at all times. The warranty for Workday Student Service in the MSA is applicable only to modules that have been released as generally available.
17. **Ownership Rights.** The District does not obtain any ownership rights to Workday Student Service as a result of its participation in this Agreement. Pricing for the optional three year subscription cost takes into account the District's participation in the Strategic Influencer Program.
18. **Firm Pricing for Subscription immediately following Collaboration Agreement.** The District, in executing this Agreement, is not making any commitment to utilize the Workday Student Service in production or to purchase a subscription to it after the end of





this Agreement. However, in consideration for its participation in this Agreement, the District has the option to utilize Workday Student Service and BDAWD following the end of this Agreement in accordance with the pricing below for a single, three year subscription term. The District shall exercise this option, if at all, by executing an Order Form subject to the terms of the MSA for Workday Student Service and BDAWD with a subscription term commencing immediately after the end of the Agreement term.



<b>Annual period beginning at the end of the Term of this Agreement</b>	<b>Applicable Annual Subscription Fees for WSS and BDAWD (combined)</b>	<b>Annual Fees for Additional FTE Student during each Year</b>	<b>Annual fees for Additional FSE Worker during each Year</b>
Year 1	726,000	69.00	23.00
Year 2	726,000	69.00	23.00
Year 3	726,000	69.00	23.00

The Base Subscription Fee upon which the Annual Subscription Fee is calculated commencing with Year 1 includes (a) \$726,000 plus (b) any fees for Additional FTE Students or FSE Workers attributable to the Year prior to renewal. The Base Subscription Fee covers only the number of FTE Students and FSE Workers on which the total subscription fees for the Year prior to renewal are based, which will be the Permitted FTE Student and FTE Worker baselines for the entire renewal term. The Annual Subscription Fees (which cover only the number of FTE Students and FSE Workers in the Year prior to renewal), along with any applicable Subscription Fees for Additional FTE Students or FSE Workers for the Year are due by the first day of the corresponding Year. During each Year, the Subscription Fees per Additional FTE Student or FSE Worker rate will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Additionally, by providing written notice to Workday at least ninety (90) days prior to the end of its first three-year subscription term, the District may elect to continue use of the Service by renewing its subscription for a single three (3) year term beginning at the end of Year 3 at the stated rate(s):

<b>Annual period beginning at the end of the First Subscription Term</b>	<b>Applicable Annual Renewal Subscription Fees</b>
Renewal Year 1	Year 3 Subscription Fee x (1 + CPI - )
Renewal Year 2	Renewal Year 1 Subscription Fee x (1 + CPI)
Renewal Year 3	Renewal Year 2 subscription fee x (1+(CPI+4))

The District is receiving a substantial discount based on its participation in this Agreement. The stated Subscription Fees for Renewal Years 1 through 3 are for the number of FTE Students and FSE Workers for Year 3 of the subscription. Any applicable Subscription Fees for Additional FTE Students or FSE Workers for the Renewal Years are due by the first day of the corresponding Renewal Year. During each Renewal Year, the Subscription Fees per Additional FTE Student or FSE Worker will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Renewals will be documented with a new Order Form.

Commencing after the first year of any subscription term, upon the District's written request, Workday will negotiate in good faith with the District concerning firm pricing for the next



multi-year subscription period, taking into account the District's participation in the Strategic Influencer Program.

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

**19. Effective Date of this Collaboration Agreement:**

This Collaboration Agreement is effective as of the later of the dates beneath the parties' signatures below.

This Agreement is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com). Except for Student Recruiting and Academic Foundation, Workday Student Service is not generally available and is not required to use any other Workday Service application subscribed to by the District.



IN WITNESS WHEREOF, this This Agreement is entered into and becomes a binding part o as of the  
“**Order Effective Date**” defined above.

**South Orange County Community College Workday, Inc.  
District**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.9

DATE: 1/26/15

**TO:** Board of Trustees

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

**RE:** SOCCCD: Approval of Agreement for the HR/Financial Software System Project - Budget Development Software, Tidemark Systems, Inc.

**ACTION:** Approval

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### **BACKGROUND**

SOCCCD entered into an agreement with Workday, Inc. on January 27, 2014 to address its current and aging HR/Financial software systems (which are now 26 and 15 years old, respectively). Concurrently and in a districtwide effort, staff evaluated business processes that are no longer adequate and consequently expose the district to increasing risk in compliance, financial, operational, and strategic areas. Design and training sessions are underway reinforcing discernment regarding the software's operational functionality.

### **STATUS**

On October 15 and 22, 2012, SOCCCD ran a newspaper advertisement for consideration of Enterprise Finance, Human Resource and Payroll Software and Related Services, RFP #301D. Additional marketing efforts included placing a copy of the "Requests for Proposals" (RFP) on the District's website and notifying firms known to provide these services. On December 10, 2012, seven proposals were received. Steering committee members evaluated the submittals to select finalists. The respondents were required to submit a total integrated solution. Three firms along with their implementation partners and other solution partners presented their software and implementation strategy to hundreds of district and college end users over week-long presentations. End users evaluated each module at the end of the presentations, and their evaluations were reviewed by the steering committee. Follow-up Q & A sessions addressed perceived weaknesses. Reference checks included calls to colleges currently using each of three potential software solutions.

Workday, Inc., the recommended firm, included a budget development software partner, Tidemark Systems, Inc., and an implementation partner, Sierra-Cedar. Workday and Sierra-Cedar were recommended to the board and their final contracts were fully executed in January 2014.

The decision for and the execution of the budget development software agreement was delayed until further into project implementation when the team was better informed. Additionally, the district did not want to accrue unnecessary costs before the project was ready to implement the budget development software. Tidemark Systems, Inc. was selected as the solution that would best meet the district's needs and fully integrates with Workday's HR/Financial System Software. Legal counsel reviewed this agreement with staff and the vendor. Basic aid funding for this agreement is included in the HR/Finance Software System Project budget.

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

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve contract for the Budget Development Software Agreement with Tidemark Systems, Inc. for the amount of \$712,000 (EXHIBIT A), plus agreed upon expenses, for a five year term effective January 27, 2015 and authorizes the designated staff to make necessary changes to finalize and execute the contract.



## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is made and entered into as of the later of the dates beneath the parties' signatures below ("**Effective Date**") between Tidemark Systems, Inc., having a principal office at 3200 Bridge Parkway, Suite 202, Redwood City CA 94065 ("**Company**") and **South Orange County Community College District** having a principal office at **28000 Marguerite Pkwy, Mission Viejo, CA 92692-3635** ("**Customer**"). Company and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

1. **Definitions.** Capitalized terms shall have the meaning described herein.

"**Confidential Information**" means all confidential information, including source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential. Customer Confidential Information includes Customer Data, whether or not such Customer Data is marked confidential. Confidential Information (other than Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party, (iii) is received from a third party without breach of any obligation owed to the disclosing Party, or (iv) was independently developed by the receiving Party, without use of the disclosing Party's Confidential Information.

"**Customer Data**" means any electronic data or information submitted by Customer or Users to the Service.

"**Documentation**" means the electronic and hard copy user guides for the Service published by Company, as may be updated from time to time, provided the functionality during a subscription term shall not be materially diminished.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order**" means the order document to this Agreement executed by each of the Parties identifying the Service to which Customer has purchased a subscription, and other transaction-specific information.

"**Service**" means the software-as-a-service applications offered by Company as described in the Documentation and subscribed to pursuant to an Order. Service includes without limitation, any improvements, upgrades and new version releases. If any products or functionality are renamed, repackaged or rebundled by Company, Customer is entitled to at least equivalent functionality at no additional cost to Customer.

"**SLA**" means Tidemark's Service Level Agreement, attached hereto as an Exhibit.

"**Users**" are named employees or third party individuals that provide services to Customer that are authorized by Customer to access or received Customer Data from the Service.

2. **Access To Service.**

2.1 **Access to the Service.** Subject to the terms of this Agreement, Company: (i) shall provide Customer; and (ii) Company hereby grants to Customer, a non-exclusive, non-transferable, right to; through the Users, access to and use of the Service and Documentation during the subscription term set forth on the applicable Order solely for Customer's internal business purposes, and solely in accordance with the terms of this Agreement.

2.2 **Restrictions.** Customer shall not, and shall ensure Users do not: (i) copy, duplicate, modify or incorporate in any other work any portion of the Service; and (ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form any of the Service; (iii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Users as permitted herein; (iv) attempt to access the Service or the networks and/or infrastructure except as permitted pursuant to the Documentation and this Agreement; (v) use the Service to store or transmit obscene, threatening, infringing information, or information in violation of applicable laws, or use the Service, or submit Customer Data, in violation of applicable laws; (vi) send or store Malicious Code in connection with the Service; (vii) disrupt or interfere with the Service or any information contained therein; or (viii) share User names or passwords with others. Each User subscriptions is for the designated User only and cannot be shared or used by more than one User, provided, however, Customer may reassign a subscription to a new User that has replaced a former User who no longer requires ongoing use of the Service. If the number of actual Users accessing the Service under a license category is higher than the applicable permitted licensed number of Users set forth in the Order Form, Customer will pay Tidemark an additional subscription fee per additional User at an annualized rate for the remainder of the subscription term based on



the per User monthly fee set forth in the Order Form. Subscription fees for any such additional User licenses shall be paid by Customer within thirty (30) days of the date of Tidemark's invoice.

2.3 **System Availability and Maintenance.** Company shall provide the Service in accordance with the SLA.

3. **Customer Obligations.**

3.1 **Designation of Users.** Customer shall: (i) enable access of the Service only to Users, and only for Customer's and its affiliated companies' internal business purposes and not for the benefit of a third party, only in accordance with the terms of this Agreement and the Documentation; and (ii) to the extent Customer would be liable, be liable for the acts and omissions of each User as if they were the acts and omissions of Customer; and (iii) solely responsible for the legality, accuracy and quality of all Customer Data.

3.2 **Cooperation and Assistance.** Customer shall, to the extent necessary for Company to provide the Service: (i) provide Company with full, good faith cooperation and such information as may be required by Company in order to offer the Service; (ii) provide such assistance and cooperation as may be reasonably requested by Company from time to time; and (iii) timely and fully carry out all other Customer responsibilities set forth herein.

4. **Fees And Expenses.**

4.1 **Fees, Taxes.** Customer shall pay Company an annual subscription fee as set forth in the applicable Order. Additional User subscriptions can be purchased at any time by executing an additional Order, provided, such subscriptions will co-terminate with the subscription term of the original Order. Company shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Customer harmless from liability for any such contributions, premiums, and taxes for Company's employees and sub-contractors, if applicable. Customer is a tax-exempt entity. Company shall be responsible for taxes assessable against Company based on Company's income, real or tangible property and employees. All payment obligations under any and all Orders are non-cancelable and all payments made are non-refundable, except as set forth herein. The number of Users set forth on any respective Order cannot be decreased during the subscription term.

4.2 **Invoices and Payment, Right to Suspend.** Company shall invoice Customer as set forth in the Order. Each invoice is due and payable thirty (30) days after the invoice date. If Company has not received payment (except for payments which are subject of a good faith and reasonable dispute) within thirty (30) days after the due date, Company reserves the right to: (i) assess interest on past due amounts at the rate of one percent (1%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due; and (ii) in addition to any other rights or remedies it may have under this Agreement or by law, Company reserves the right to suspend the Service upon thirty (30) days notice, without liability to Customer, until such undisputed amounts are paid in full.

5. **Proprietary Rights.**

5.1 **Company Intellectual Property Rights.** Company and/or its licensors own all right, title and interest in and to the Service and Documentation, and all modifications thereto, and all intellectual property rights therein. Except as expressly stated herein, this Agreement does not grant Customer any rights related to the Service, Documentation, or any modifications thereto, or any intellectual property rights therein.

5.2 **Customer Data.** As between the Parties, Customer owns its Customer Data and retains all rights to the Customer Data.

5.3 **Customer Input, Aggregated Data.** Company shall have the royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use: (i) any requests, recommendations or feedback offered by Customer or Users related to the Service, including requests for enhancements and improvements, excluding any Customer Data; and (ii) any aggregated data related to the use of or provision of the Service, provided such data does not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service and excluding any Customer Data. Nothing shall identify the Customer as the sole source of any aggregated data or subset of aggregated data. Company is not obligated to incorporate requests, recommendations or feedback into the Service, and Customer is not obligated to provide any requests, recommendations or feedback to Company.

6. **Confidentiality.** Each party agrees to protect the other's Confidential Information with the same standard of care such party uses to protect its own Confidential Information, but in no event with less than a reasonable standard of care. Neither party shall use the Confidential Information of the other party for any reason other than as contemplated under





this Agreement. Neither party shall disclose the Confidential Information of the other party to any employee or third party except those who have a need to know and who are subject to non-disclosure obligations no less restrictive than those set forth herein. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's sole expense, in any attempt to limit or prevent the disclosure of the Confidential Information. It is understood that Customer is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If Company fails to obtain a court order enjoining that disclosure, Customer will release the requested information on the date required under the California Public Records Act.

## 7. Customer Data.

7.1 **Unauthorized Disclosure.** Company agrees to hold Customer Data in strict confidence and shall not access Customer Data except to provide the Service, prevent or address service or technical problems, or as requested by Customer. Each Party shall promptly notify the other party of any unauthorized disclosure of Customer Data, and shall work cooperatively with the other Party to mitigate the impact of such disclosure. Company, within one (1) business day of discovery of any breach or unauthorized disclosure, shall report to Customer any use or disclosure of Customer Data not authorized by the Agreement or in writing by Customer. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Customer Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure. Company shall provide such other information, including a written report, requested by Customer. Company shall indemnify, defend and hold Customer harmless from all claims, liabilities, damages or judgments involving a third party, including Customer's costs and attorney's fees, which arise as a result of Company's failure to meet any of its obligations under this Agreement.

7.2 **System Security.** Company shall provide the Service according to commercially acceptable standards and no less rigorously than it protects its own confidential information, and in accordance with a reasonable and appropriate security program designed to ensure the security, including protection against threats, hazards and unauthorized disclosure, and integrity of the Customer Data. Company shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Customer Data received from or on behalf of Customer. These measures will be extended by contract to all subcontractors used by Company and any assignee of Company. Notwithstanding anything to the contrary: (i) Customer is solely responsible for maintaining the security and confidentiality of its User names and passwords; and (ii) Company shall have no liability to Customer or any third party for any unauthorized disclosure or access to Customer's account or Customer Data which results from Customer's sole misuse, loss or theft of any User name or password. The Parties acknowledge and agree that Company has no control of the communication lines used to transmit information between the Service and Customer and Users, and Company shall have no liability for any issues arising from the operation of the communication lines. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any law. Customer acknowledges and agrees that it has an independent duty to comply with any and all laws applicable to it.

7.3 **Return or Destruction of Customer Data.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Company shall return all Customer Data to Customer in a format reasonably acceptable to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all Customer Data.

7.4 **Location of Customer Data.** Subject to the terms of this provision, Customer Data will be housed in a data center located in the United States. Customer Data shall not be stored outside of the United States.

7.5 **Customer Remedies.** If Customer reasonably determines in good faith that Company has materially breached any of its obligations under this Section, Customer shall provide Company with written notice of such breach. If such breach is not cured within five (5) days, or, in the event it is reasonably agreed between the parties that it is not feasible to cure the breach within five (5) days and efforts to provide such cure is not commenced within five (5) days of such notice, Customer may, in its sole discretion, terminate the Agreement immediately. Customer shall provide written notice to Company describing the violation and the action it intends to take.

8. **Limited Warranties.** Each Party warrants that it has the authority to enter into this Agreement, and shall comply with all laws applicable to it related to data security, and the transmission of personal data. Company warrants that during the Term (i) the Service shall perform materially and substantially in accordance with the Agreement; and (ii) the



functionality of the Service will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement attached hereto. Company warrants that during the Term of this Agreement installers and/or executables made available by Company to the Customer are free from defects in material and workmanship. Company further warrants that during the Term of the Agreement the Service shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Services does not contain any Malicious Code or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. Company further warrants that (a) Company has the right to possess, use and license the Service to Customer for the purposes contemplated herein and stated in the Agreement and (b) that to Company's knowledge, the Service does not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, Company shall have no obligation to Customer with respect to any claim that arises from any modification of the Service by Customer or any third party not authorized by Company.

## 9. Term And Termination.

9.1 **Agreement Term.** This Agreement shall commence on the Effective Date and shall continue until the subscription terms of all Orders have expired or been terminated pursuant to the terms of this Agreement. In no event shall the Term of the Agreement, or any Order exceed five (5) years from the Effective Date of this Agreement.

9.2 **Subscription Term.** Each Order shall specify a Service subscription term for a given number of Users which will commence on the date the Order is accepted by Company. The parties may agree to extend the term of an Order upon mutual written agreement.

9.3 **Termination.** A party may terminate this Agreement upon notice in the event the other party fails to cure a material breach of which it has been notified within thirty (30) days of such written notice of breach. In the event of any termination of this Agreement, all Orders will simultaneously terminate. Upon any termination by Customer pursuant to this section, Company shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination. Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by Customer's Board of Trustees, (collectively, the "Funding Sources.") Customer shall in good faith seek funds from the Funding Sources for payment of amounts due under Order Forms. If the Funding Sources fail to appropriate or allocate the necessary funds, then Customer will issue written notice to Company and Customer may terminate the Agreement or the impacted Order Form(s) without further duty or obligation as to all unfunded periods occurring after receipt of such notice.

9.4

9.5 **Effect of Termination.** Upon termination, Customer shall immediately cease use and access of the Service and, return Company Confidential Information, and, except as explicitly set forth in the subsection herein entitled "Termination for Cause" pay any undisputed unpaid fees due based on services performed by Company as of the date of termination pursuant to the Orders.

9.6 **Reserved [Return of Customer Data addressed above.]**

9.7 **Surviving Provisions.** The terms of Sections 1, 4 - 7, and 9 - 12 shall survive termination of this Agreement.

## 10. Indemnification.

10.1 **Company Indemnification.** Company shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party, excluding such claims caused by the sole negligence or willful misconduct of the Customer. If Customer is enjoined from using the Service or Company reasonably believes it will be enjoined, Company shall have the right at its sole option to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing so long as the replacement or modified Service provides the same level and quality of the Service set forth in this Agreement. If neither of the foregoing options is reasonably available to Company, then use of the Service may be terminated at the option of Company. Additionally, Company agrees to and does hereby indemnify, hold harmless and defend Customer and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that



may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of the Company, or any person, firm or corporation employed by the Company, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Customer's property, except for liability for Damages which result from the sole negligence or willful misconduct of Customer or its officers, employees or agents.

10.2 **Customer Indemnification.** Customer shall defend Company against any third party claim against Company alleging that the Customer Data, or Customer's use of the Service in breach of the terms herein, violates applicable laws, and/or infringes a US patent, copyright or trade secret, and shall indemnify Company against such damages and attorney costs and expenses finally awarded against Company as a result of such claim, or which Company paid pursuant to a court-approved settlement of such claim, excluding such claims caused by the sole negligence or willful misconduct of the Company.

10.3 **Indemnification Process.** Each party's obligation as an indemnifying party is contingent upon the indemnified party: (i) promptly giving the indemnifying Party written notice of the claim; (ii) giving the indemnifying Party the sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified Party of all liability), and (c) provides to the indemnifying Party all reasonable assistance, at the indemnifying Party's expense.

10.4 **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy for, the other party for any type of claim described in this section.

11. **Compliance with Applicable Laws.** Company 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 Company, Company's business, equipment and personnel engaged in operations covered by this Agreement. Company certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Customer Data and Company will comply with all such requirements. Company and all Company's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

12. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS ARISING OUT OF, OR IN ANY WAY CONNECTED TO, THIS AGREEMENT EXCLUDING FRAUD OR WILLFUL MISCONDUCT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF, OR IN ANY WAY CONNECTED TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY), EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, OR IN THE EVENT SUCH LIABILITY ARISES WITHIN THE FIRST YEAR OF SERVICE, THE EQUIVALENT AMOUNT OF TWELVE MONTH'S FEES. The provisions of this Agreement allocate the risks between Company and Customer. Company's pricing reflects this allocation of risk and the limitation of liability specified herein.

13. **Insurance.** Company agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and Customer against liability or claims of liability which may arise out of this Agreement. Company shall provide Two Million Dollars (\$2,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. In addition, Company agrees to provide an endorsement to these policies stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Customer shall be excess and noncontributory." Company shall provide Customer with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Company agrees to name Customer and its officers, agents and employees as additional insured under said policies. Company agrees to maintain workers' compensation insurance as required under the laws of the State of California.

14. **General.**

14.1 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations hereunder to the extent such failure or delay is beyond the reasonable control of such party, and without fault or



negligence of such party, including strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, and material shortages.

14.2 **Other Projects.** This Agreement shall not prevent Company from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided hereunder.

14.3 **Governing Law, Waiver of Jury Trial.** This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, with venue in Orange County, excluding its conflict of law provisions.

14.4 **Notices.** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon the date sent by confirmed facsimile or three (3) days following the date such notice was mailed by first class mail, or two (2) days following the date such notice was mailed by overnight carrier, to the addresses first set forth above. Notices to each party shall be addressed to "Legal". Either party may change its notice address or contact by providing notice pursuant to the terms set forth in this Section.

14.5 **Waiver; Cumulative Remedies.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except than as expressly stated herein otherwise, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.6 **Export Administration.** The Service, Documentation, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer shall not permit Users to access or use Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

14.7 **Relationship Between the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

14.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld, but may be conditioned). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any assignee of Company must agree in writing to protect Customer Data at the same level or higher than as required under this Agreement. This Agreement shall inure to the benefit of the permitted successors and assigns of Company and, subject to the restrictions on transfer or assignment herein set forth, shall be binding upon Customer and Customer's successors and assigns.

14.9 **Marketing Activities.** Company may list Customer as a customer of the Company in its written materials. Customer agrees to consider participating in reference calls, site visits, joint marketing presentations, case studies and the like, and agrees to consider providing quotes for use in marketing materials as reasonably requested by Company, and subject to approval of the copy by Customer, in Customer's sole discretion. Pursuant to Education Code section 71025, Company shall not, without the express written permission of the Board of Governors of the California Community Colleges, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges. From time to time, Company may request Customer to participate in reference calls and/or site visits with noncompetitive new clients, partners, media and industry analysts, provided, that, Customer shall have no obligation to participate in any such reference calls or site visits. Company will attempt to give Customer a 2-week notice in requesting an upcoming reference.

14.10 **Entire Agreement.** This Agreement, including all Orders, exhibits, appendices and attachments hereto, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party, no other act, document, usage or custom shall be deemed to amend or modify this Agreement. In the event of a conflict, the provisions of an Order shall take precedence over provisions of the body of this Agreement and over any other exhibit or attachment hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary



to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

14.11 **Continued Performance During Dispute.** In the event that a dispute arises between Customer and Company, Company expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise..

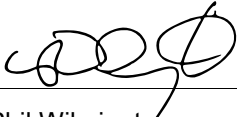
14.12 **Audit.** Company security procedures, financial records and supporting documents shall be made available within a reasonable timeframe for inspection, reproduction and audit by the Customer or its auditors at Customer's reasonable request no more than once per year.

**IN WITNESS WHEREOF**, the parties have caused this Service Agreement to be signed by their duly authorized representatives.

**CUSTOMER**

**TIDEMARK SYSTEMS, INC.**

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

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

Name: \_\_\_\_\_

Name: Phil Wilmington

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

Title: COO

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

Date: January 14, 2015



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

Quote-Order Number: S112414SO154

**ORDER**

Customer Name: **South Orange County Community College District**

Billing Contact Name: **Debra Fitzsimons**

Billing Contact email: **dfitzsimons@socccd.edu**

Billing Contact address: **28000 Marguerite Pkwy, Mission Viejo, CA 92692-3635**

Service Description	Number of Users	Monthly Rate/User	Subscription Term (in months)	Total Subscription Fee for the Subscription Term
Tidemark Act – Full Use	100	Included	60	
Tidemark Explore – View Only	100	Included	60	
<b>TOTAL SUBSCRIPTION FEES FOR THE SUBSCRIPTION TERM</b>				<b>\$ 612,000</b>

Company shall invoice Customer, and Customer shall pay Company, the Subscription Fee for the Subscription Term as set for the in the table annually. Subscription Term is five years from the Effective Date of this Order Form.

Payment #	Payment Due Date	Payment Amount
1	Effective Date	\$ 122,400
2	Upon the First anniversary of the Effective Date	\$ 122,400
3	Upon the Second anniversary of the Effective Date (Jan. 1, 2017)	\$ 122,400
4	Upon the Third anniversary of the Effective Date	\$ 122,400
5	Upon the Fourth anniversary of the Effective Date	\$ 122,400
	<b>Total Due</b>	<b>\$612,000</b>

This offer set forth in this Order expires, and is void and has no effect, if Company does not receive a signed copy of this Order on or before.

Unless this section is completed by Customer, Customer represents and warrants that Customer does not require a purchase order for purchase or payment of the subscriptions pursuant to this Order.

Purchase Order Number: \_\_\_\_\_

Purchase Order Amount: \_\_\_\_\_



**PROFESSIONAL SERVICES:** The Customer and Company agree that Company will perform certain professional services as follows:

- o **Services to be performed:** Company will provide professional services to: (1) assist Customer in the implementation and configuration of the Tidemark Higher Education application for budget development with Workday, including Departmental Budgeting, Position Budgeting, Analytics and Variance Reporting, and UAT / Deployment; and (2) instantiate the Service tenant and import data reasonably necessary to support aforementioned applications (collectively the "Professional Services"). A specific statement of work will be provided to the customer and agreed upon within 30 days of Envision session.

**Estimated initial service block and Professional Service fees:** The initial delivery of Professional Services will constitute up to eight (8) service blocks for a total estimate of \$100,000. Each service block will consist of 1 FTE delivering Professional Services for 10 business days during regular business hours. Additional service blocks beyond the initial eight (8) may be purchased by the Customer at a discounted cost of \$12,500 per additional service block as necessary. Company will notify Customer once the initial eight (8) service blocks are utilized and Company shall stop work at such point unless Customer has ordered additional service blocks and has authorized Company to continue providing Professional Services. Any travel and expenses to be charged to Customer must be (i) reasonable and in accordance with Customer's travel and expense reimbursement policy, which will be provided on request; and (ii) supported by receipts or other documentation when reimbursement is sought.

- o **Payment of Professional Services fees:** Payment for Professional Services is due and owing from Customer as follows:
  - Professional Services will be invoiced by Company to Customer on a monthly basis as the service blocks are utilized, with payment due and owing to Company within thirty (30) days after the invoice date.

<b>Total Estimated Initial Service Blocks</b>	<b>Total Estimated Professional Services Fees for Initial 8 Service Blocks</b>
<b>8 Service Blocks</b>	<b>\$100,000.00</b>

Upon signature by Customer and submission to Company, this Order is governed by the Master Subscription Agreement between Customer and Tidemark Systems, Inc., unless this Order is rejected by Tidemark Systems, Inc.

**CUSTOMER**

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

Name: \_\_\_\_\_

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

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



**ATTACHMENT 1**

**SERVICE LEVEL AGREEMENT (SLA)**

**Exhibit 1  
Tidemark Systems  
Product Support Service Level Agreement**

This Exhibit is subject to and made a part of the attached Master Subscription Agreement ("**Agreement**").

**1. Definitions.**

"**Bug**" means a failure of the Service to materially comply with the Documentation that can be reproduced by Company.

"**Customer Contact**" is a Customer employee designated by Customer to be the liaison between Customer and Company regarding Service issues. A Customer Contact may be replaced upon five day's prior written notice.

"**Service Support Hours**" means the hours on Monday- Friday between the hours of 8 am and 8 pm Eastern Time, excluding Company observed holidays.

**2. Service Issues.**

**A. Technical Assistance.** Company will provide technical assistance to Customer through up to two (2) Customer Contacts during Service Support Hours. In addition, Customer, through its Customer Contacts, shall have access to Company's technical knowledge base and self service tools.

**B. Bug Definition, Categorization and Response.** Each Bug shall be assigned a Priority based on the type of Bug, and Company shall respond to submission of a Bug, all as set forth in the table below.

<b>Priority</b>	<b>Description and Examples</b>	<b>Company Response Time</b>
Priority 1 – Critical	Critical Service issue affecting all Company in-production customers, including Service unavailability.	Company will respond during Service Support Hours within 2 hours of the case being submitted, and will continuously work during Service Support Hours until a workaround or a fix is provided for the Bug. The Customer Contact will be updated twice daily on progress.
Priority 2 – Urgent	Major Service functionality is impacted, significant performance degradation is experienced, or the development/test system is unavailable. Issue is persistent and affects many Company in-production customers.	Company will respond during Service Support Hours within 4 hours of the case being submitted and will continuously work during Service Support Hours until a workaround or a fix is provided for the Bug. The Customer Contact will be updated daily on progress.
Priority 3 – High	Service performance issue or Bug affecting some but not all Company customers. The Service has a functional loss which does not impede processes from being completed, but affects performance or user quality.	Company will respond during Service Support Hours within 1 day of the case being submitted. The Customer Contact will be updated weekly on progress.
Priority 4 – Medium	Inquiry regarding a routine technical issue; information requested on Service capabilities, navigation, installation or configuration; Bug affecting a small number of Company customers.	Company will respond during Service Support Hours within 2 days of the case being submitted. The Customer Contact will be updated on an as needed basis.





Customer Contacts may submit to Company reports of Bugs, and such reports shall contain information reasonably necessary for Company to efficiently identify and confirm the Bug and commence addressing the Bug, including, without limitation, the following:

- A full description of the Bug and expected results.
- A reproducible test case that demonstrates the specific sequence that causes the Bug being reported.
- All applicable error, trace and system files.
- Exact wording of all error messages.
- Any special circumstances surrounding the discovery of the Bug.
- Any additional information and cooperation reasonably requested by Company.

**3. Service Availability.** Company will make available the Service to Customer's production tenant 98% of the time, measured over a calendar month, provided, however, that the following shall not be considered downtime, and the time to perform the following shall not be included in the time the Service is unavailable: (i) preventative maintenance, We reserve the right to perform daily maintenance and if necessary will be performed at 11pm Eastern. Notification is provided by email and the application. Regular weekly maintenance is performed at 7pm Eastern every Saturday. ; (ii) application of updates to the Service; (iii) causes beyond the reasonable control of Company (e.g., floods, fires, loss of electricity or other utilities).

**4. Service Credits.** If in any calendar quarter, the Company fails to meet the Service Availability minimum as set forth in Section 3 of this SLA, t, Tidemark shall provide for each month where uptime is below 98% as the sole and exclusive remedy, and upon Customer's written request as specified below, a service credit equal to one month's edition Service fee, for the use of the Service under all affected Order Forms then in effect.

If more than six consecutive months: Within thirty (30) days of such failure either Party shall have the option to terminate the entire Agreement and upon such termination, in addition to the service credits outlined above, Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is received.

**5. Exclusions.** Notwithstanding anything to the contrary, Company will have no obligations related to maintenance and support, or responsibilities with respect to Service issues caused by: (1) the use or functioning of the Service with third party products other than those specified in the Documentation; (2) use of the Service in breach of the Agreement or the Documentation; (3) any modification, customizations or enhancements of the Service by any person or entity other than Company, (4) causes beyond the reasonable control of Company (e.g., floods, fires, loss of electricity or other utilities), negligence of Customer or any third party, operator error, attempted access, maintenance or other use by unauthorized persons, failure of or caused by any third party software, hardware, or data feeds, or failure or corruption of any database.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.13

DATE: 5/18/15

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract Management Software System Project, Approval of Agreement, SciQuest, Inc.

**ACTION:** Approval

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### **BACKGROUND**

SOCCCD entered into an agreement with Workday, Inc. on January 27, 2014 to address its current and aging HR/Financial software systems (which are now 27 and 16 years old, respectively). Concurrently and in a districtwide effort, staff evaluated business processes that are no longer adequate and consequently expose the district to increasing risk in compliance, financial, operational, and strategic areas. Dozens of Business Process Analysis sessions were conducted and the project is addressing improvements to the various business processes in a systemic way. Design and training sessions are underway regarding the software's operational functionality and implementation of the new improved business processes.

As part of the overall business process improvement and Workday project, the contracting process was reviewed. This process is currently cumbersome, paper driven, and not effective for the size and complexity of the district.

The contracts will be encumbered and invoices paid in the in the new Workday system. There were other goals identified in the business process analysis sessions regarding contracts that were needed to take the paper intensive and manual process for contracting into the 21<sup>st</sup> century. Those were identified by the contracts workgroup in a RFP for contracts management software (EXHIBIT A). The District desires to update its contract management tools and procedures in order to provide greater efficiency, tracking, visibility, and provide a means to create, modify, securely store, and have electronic workflow and approval routing of contracts. The new system should also allow for contract templates library, electronic signatures, ability to search text within contracts, document version control, ability to manage versioning and routing to legal counsel, ability to route email notifications and reminders on contract status, ability to store a library of standard contracts and contract clauses, and be integrated into Workday, among other things.

### **STATUS**

On January 16 and 23, 2015, SOCCCD ran a newspaper advertisement for consideration of Contract Management System and Related Services, RFP #321D. Additional marketing efforts included placing a copy of the "Requests for Proposals" (RFP) on the District's website and notifying firms known to provide these services. On February 2, 2015, four proposals were received (EXHIBIT A). Steering committee members evaluated the submittals to select finalists. The respondents were required

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

to submit a total integrated solution. All four firms presented their software and implementation strategy to district and college end users. End users evaluated each module at the end of the presentations, and their evaluations were reviewed by the committee. Follow-up Q & A sessions addressed perceived weaknesses and clarification questions. Reference checks included calls to colleges currently using the potential software solution.

SciQuest, Inc. was recommended by the RFP committee because the software best fulfilled the needs of the district and will be able to be integrated with Workday's HR/Financial System Software.

Legal counsel reviewed this agreement (EXHIBIT B) with staff and the vendor. Basic aid funding for this agreement is estimated at \$330,223 for the five year term with implementation costs and expenses and is included in the HR/Finance Software System Project budget.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the contract for the Contract Management Software System with SciQuest, Inc. (EXHIBIT B) for a five year term effective May, 19, 2015.

**Request for Proposals for Contract Management Services  
South Orange County Community College District**

**May 18, 2015**

<b><u>COMPANY NAME</u></b>	<b><u>CITY</u></b>	<b><u>SUBMITTED BY</u></b>
Hyland Software, Inc	Westlake, OH	Brandon Redding
iContracts	Raritan, NJ	Brian H. Potenski
SciQuest, Inc.	Morrisville, NC	Gary Thorholm
ESM Solutions Corporation	Warrington, PA	Anthony Rotoli

**\*Firms Interviewed**

**\*\*Recommended Firm**

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# **Request for Proposal**

## **Contract Management System**

### **(RFP #321D)**



**South Orange County Community District**  
**28000 Marguerite Parkway**  
**Saddleback College Health Sciences Building, 3rd Floor**  
**Mission Viejo, CA 92692**

**Responses Due: 2:00 PM, February 2, 2015**

**Request for Proposal**  
**Contract Management System**

**RFP #321D**

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## **Request for Proposal** **Contract Management System**

### **RFP #321D**

#### **Introduction**

The purpose of this document is to invite vendors to participate in the South Orange County Community District (District) procurement process for acquiring a Contract Management System. In particular, the goal is to solicit proposals for products and services that address the District's needs. The District's preference is for a Software as a Service (SaaS) solution.

#### **Profile of the South Orange County Community District**

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and Advanced Technology Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the district's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, purchasing, risk management, and warehouse/mailroom services to our district.

The district continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

#### **The Intent of the District**

The District is seeking vendor proposals for the procurement, implementation, and ongoing success of a Contract Management System that will also integrate into an electronic signature system. In addition, the District seeks professional services to assist in the implementation.

#### **Procurement Process**

This RFP and any resulting contract or awards shall be governed by the Section 81645 of the State of California Education Code. As such, the following shall apply:

"The governing board of any community college District may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids, for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services, in

accordance with procedures, and criteria established by the governing board.” The District’s procurement process will entail four major steps:

*Step One:*

Vendors will be invited to submit proposals in response to this RFP. Proposals must, at a minimum, meet the District’s mandatory requirements as listed in the **“Critical Criteria for Proposed Software”** section of this RFP and should focus on products and services that best satisfy the District’s needs, as presented in this RFP. No cost information is desired from vendors in Step One of the procurement process.

*Step Two:*

The District evaluation committee will evaluate vendors’ written responses with respect to the District’s needs and critical criteria, as presented in this RFP. Qualified vendors will be invited to continue in the procurement process.

*Step Three:*

Qualified vendors will be asked to perform product demonstrations. Such demonstrations will be based upon the District’s specific functional needs and requirements.

*Step Four:*

After a thorough evaluation of vendors’ proposals and onsite demonstrations, the District will solicit proposed pricing from qualified vendors. Furthermore, the District may ask qualified vendors to refine their proposals for various products and services. At the conclusion of such a process, the District anticipates they will make a final recommendation to the District’s Governing Board to authorize a contract.

**RFP Instructions and Requirements**

Below are instructions and requirements for all vendors. The District will not consider a vendor’s proposal unless it is consistent with all material instructions and requirements.

- *The District has engaged the services of Strata Information Group (SIG) to assist in this procurement process. All vendors shall consider Henry Eimstad or Harold George of SIG as sole point of contact for all communication throughout the entire evaluation process. Henry or Harold can be reached at:*

*Henry Eimstad  
Partner  
Strata Information Group  
3935 Harney St, Suite 203  
San Diego, CA 92110  
619-719-2483 - Cell  
[eimstad@sigcorp.com](mailto:eimstad@sigcorp.com)-Email*

*Harold George  
General Manger, Professional Services  
Strata Information Group  
3935 Harney St, Suite 203  
San Diego, CA 92110  
210-364-1349 – Cell  
[george@sigcorp.com](mailto:george@sigcorp.com)-Email*



PROPOSAL INFORMATION:

Submittal Deadline: **2:00 PM, Monday, February 2, 2015**

Place of Bid Receipt: SOCCCD – Facilities Planning and Purchasing Department  
Saddleback College  
Third Floor, Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635

Mailing Address: South Orange County Community College District  
Attn: Brandye D'Lena  
Executive Director of Facilities Planning and Purchasing  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635

Proposals will be received up to the above-indicated time and date. Late proposals will not be accepted and will be returned unopened. Proposals may be delivered in person, by U.S. mail, or courier services. Fax proposals are not acceptable. Proposals must be submitted in an envelope plainly marked with the following information: Contract Management System (SOCCCD RFP #321D)

Proposals shall be binding upon the provider for 180 calendar days following the award recommendation date. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Number of Copies: Submit ten (10) copies of the proposal. An electronic copy in MS-Word and PDF formats on a flash drive must also be provided. Brochures and other promotional materials are not necessary unless you consider them to be the only way to convey your services.

- Each proposal shall conform to the format presented in Appendix A. Proposals shall include tabs at each identified section and all information shall be presented in the order that is identified in Appendix A.
- Each proposal shall include a Non Collusion Declaration signed by the vendor with his/her usual longhand signature. Proposals by partnerships must include the names of all partners and be signed in the partnership name by a general partner with the authority to bind the partnership in all relevant matters. Proposals by corporations must include the legal name of the corporation followed by the signature of a person who is authorized to bind the corporation. The name of each signatory shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of all those who signed the proposal shall be furnished.
- Proposals may be withdrawn by a vendor prior to February 2, 2015, by submitting a written request to the District. Thereafter, a vendor shall not be relieved of the proposal submitted without the District's consent or vendor's recourse to Public Contract Code 5100 et seq.
- All addenda issued prior to February 2, 2015, shall form a part of the specifications issued to vendors for the preparation of their proposals and will be made available on the district's bid website.
- The District reserves the right to reject any or all proposals, or any portion or combination thereof. In addition, the District reserves the right to waive any irregularity or informality within the proposal or procurement process.
- Section 508 Compliance statement: Vendors bidding on this proposal must be willing to accept the following statement as part of any agreements that may be entered into with the District's: "*Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its*

*products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Districts, and any California community District using the vendor's products or services from any claim rising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement."*

- The award of a contract to a qualified vendor, if made by the District, will be based upon a comprehensive review and analysis of each proposal. The District shall be the sole judge of the merits of proposed products and services. The District, alone, shall determine its best interests and act accordingly. All vendors shall abide by the decisions of the District.
- Upon the District's request, a vendor shall submit satisfactory documentation of its financial resources, experience in providing relevant products/services, personnel who are available to perform with respect to the proposed contract and any other desired evidence of the vendor's qualifications.
- Vendors are entirely responsible for any expenses that are associated with their participation in the procurement process. The District shall have no responsibility.
- The District reserves the right to perform whatever research it deems appropriate in order to assess the merits of any vendor's proposal. Such research may include, but not necessarily be limited to, discussions with outside consultants, interviews with the vendor's existing clients and analysis of industry reports.
- The District reserves the right to seek clarifications and follow up information from vendors.
- Vendors are hereby advised that the District is bound by open records laws and policies when it receives vendor-submitted materials. Any information that constitutes a trade secret and that a vendor wishes to declare confidential should not be included in the RFP response.
- In the event of litigation, the related matters shall be governed by and construed in accordance with the law of the State of California. The venue shall be with the appropriate state or federal court located in Orange County, California.
- The vendor selected by the District will be required to execute a formal contractual agreement based upon the terms and conditions included in this RFP. A draft contract may be provided as consideration in the development of the Agreement. All contract documents are subject to the approval of the District and its legal counsel. Electronic approval of terms and conditions upon sign-in will not be binding. All contract amendments must be fully executed between those identified as signatory by each party.
- Each vendor and subcontractor, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the contract documents. Upon request, each vendor shall furnish the District with evidence demonstrating possession of required licenses and/or permits.
- The vendor shall not discriminate against any prospective or active employee engaged to perform any work because of race, color, ancestry, national origin, religious creed, sex, age, disability or marital status. The vendor agrees to comply with applicable federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the vendor agrees to require compliance with this provision by any subcontractor.
- No interest in the contract shall be transferred to any other party without the permission of the District's Governing Board.
- Any award that arises out of the procurement process shall be governed by the laws of the State of California.

- The vendor agrees to indemnify and hold harmless the District from any claim that arises out of its failure to comply with the Rehabilitation Act of 1973, as amended.
- In accordance with the provisions of Section 3700 of the Labor Code, the successful vendor shall secure the payment of compensation to its employees. The vendor hereby acknowledges, and by submitting a proposal agrees, to the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

- Insurance: Vendor shall not commence work until it has obtained the insurance required herein and has submitted proof of such coverage to the District. Vendor shall not allow any subcontractor, agent, or employee to commence work on the contract without proof of same. Coverage must be secured and maintained for the duration of the contract.
  - (a) Workers' Compensation Insurance not less than the statutory limits and including employer's liability coverage limits not less than \$1,000,000.
  - (b) Comprehensive Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence.
  - (c) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for all owned, non-owned and hired vehicles.

The insurance certificates for (b) and (c) must list the District as additional insured, as follows: **South Orange County Community College District, its Board of Trustees, officers, agents, representatives, employees, and volunteers are added as additional insured.** The certificate must include a copy of the additional insured endorsement that amends the insurance policy.

- The District does not discriminate with regard to race, color, gender, national origin, or disability in the awarding of contracts.
- The District encourages the submission of proposals from all vendors who can meet the mandatory requirements set forth in this RFP.

*Left Intentionally Blank*

**Existing Applications and Information Technology at SOCCCD**

General Background

SOCCCD supports a portfolio of administrative applications that provide services district-wide to students, faculty, and staff. This portfolio includes a complete Student Information System, Human Resources system, Financial system, Financial Aid system, Library automation system, Learning Management System, and Enterprise Content Management System. In order to simplify management of the systems and minimize expense, SOCCCD IT has standardized on a Windows Server and SQL Server environment with web client access whenever possible.

Web Systems Information

Many systems at SOCCCD provide services through a web browser. Most SIS functionality is delivered through MySite, a web-based portal for students, faculty, and staff. HCM is completely web-based. PowerFails has a student-facing web portal. The Sirsi library system has a web portal for patrons. ImageNow provides web clients in addition to full Windows clients. The Blackboard LMS is completely web-based.

Current Application Software Supported

<b>Systems Name</b>	<b>Source</b>	<b>Areas Directly Supported</b>	<b>Functional Description</b>
Student Information System (SIS)	Locally developed	Students, faculty, staff	Comprehensive software application which automates many functions in Student Services and Instruction at the colleges. Services are provided to students, faculty, and staff through a common portal.
Finance (FDM) (being implemented)	Workday	Purchasing (central Purchasing and all offices/departments), Business Services	Software in support of purchasing and accounting
HR/Payroll (HCM) (being implemented)	Workday	HR, Payroll Business Services, College fiscal offices	Software in support of HR functions, budget development, and local payroll processes
PowerFails	College Board	Financial Aid offices	Financial Aid software used to automate all aspects of the college financial aid offices
Sirsi Unicorn	SirsiDynix	Library staff and students	Library automation system supporting all library functions
ImageNow	Perceptive Software	Financial Aid offices, Admissions and Records offices, student services, instruction	Enterprise-wide document management and workflow system
Blackboard LMS	Blackboard	Students, faculty	Learning management system for students
PeopleAdmin	PeopleAdmin	Applicant Tracking, Position Description, Performance Management	Comprehensive Software as a Service for managing all Employment Applications and associated Position Descriptions and for managing performance evaluations for Administrators and Managers.

South Orange County Community College District  
Contract Management System – Software as a Service (SaaS)

RFP #321D

Systems Name	Source	Areas Directly Supported	Functional Description
Raiser's Edge	Blackbaud	College Foundation Offices	Fundraising Management solution for nonprofits which includes a database of donor and contribution records. It also includes modules for Alumni Tracking and Events Management.
SchoolDude	SchoolDude	Capital Planning, Facilities Management and Operations	A Computerized Maintenance Management System (CMMS) for capital planning, inventory, work orders, preventive maintenance, and management of building automation systems
FUSION	Foundation for California Community Colleges	Space Inventory Management, Facilities Assessments, Enrollment Forecasting, Facilities Planning and Project Fiscal Management	A web based suite to support the integrated management and reporting on California Community College facilities throughout the state.
SharePoint	Microsoft	Faculty and Staff	A general purpose collaboration solution for information sharing and communication
inForm Data Warehouse	Based on Microsoft Business intelligence stack	College and District Researchers, administrators, faculty and staff	A general purpose data warehouse containing student, staff, and financial data, along with research tools and reports. Also used for state reporting.

**Important Facts**

Websites	<a href="http://www.socccd.edu">http://www.socccd.edu</a> , <a href="http://www.ivc.edu">http://www.ivc.edu</a>	<a href="http://www.saddleback.edu">http://www.saddleback.edu</a> ,
Number of Full-Time Faculty	<b>350</b>	
Number of Part-Time Faculty	<b>1,047</b>	
Number of Academic Administrators and Classified Administrators/Managers	<b>109</b>	
Number of Regular Classified FT and PT Employees	<b>538</b>	
Number of Short-term Temporary Classified Employees	<b>879</b>	
Major Sites	South Orange County Community College District Saddleback College, Mission Viejo, CA Irvine Valley College, Irvine, CA Advanced Technology and Education Park (ATEP), Tustin, CA	
Accreditation	Western Association of Schools and Colleges (WASC)	
Fall 2011 Enrollment (Headcount)(FTES)	<b>42,151 Headcount</b> <b>27828 FTES 2011-2012</b>	
<b>FY 2012-2013</b> Unrestricted General Fund Budget	<b>\$201 million</b>	

Dates and Timeframes\*

**\*All Dates are subject to change at the discretion of the District**

Event	Date/Timeframe
Release of RFP	January 16, 2015
Deadline for vendors' questions to District	January 26, 2015
Deadline for District to respond to vendor questions	January 28, 2015
Deadline for vendors' submission of proposals	February 2, 2015
Selection of vendors who will be invited to give onsite demonstrations	February 12, 2015
On-site vendor demonstrations and presentations	TBD
Request for Pricing Proposals issued	TBD
Pricing Proposals Due	TBD
Finalization of contract terms and pricing	TBD
Approval of contract award by the District's Board	TBD

All questions should be submitted to Harold George of SIG, [george@sigcorp.com](mailto:george@sigcorp.com) – *Email*, in writing by the deadline indicated above. Written answers to questions will be distributed to all vendors on or before January 26, 2015.

Vendors are strongly encouraged to schedule their resources according to the above dates and timeframes.

### **Critical Criteria for Proposed Software**

#### Description of the District's current contract development environment

Currently, the District's contract templates are stored on SharePoint in either Word or PDF format. At the most basic level, users at the each of the three colleges or the District office download the contract, enter information such as vendor name, contract term, a scope of work description, and contract amount. At the colleges, contracts are reviewed by the college business office or other parties, approved by appropriate college officials, and sent to District office, typically via email, for review and approval. Once executed, contracts are forwarded to the vendor, stored on the District server, and attached as an image to the District's electronic Purchase Order. The District does not have any reporting, version control, standard file naming conventions, or standard storage locations for its contract. The District is implementing Workday HCM and FDM, and will have some capabilities through system workflow to perform final approval and encumber against approved contract. For the most part, the District and the Colleges use standard contract templates. Standard terms and conditions typically don't change between templates and minimal negotiation occurs with vendors. However, the District does use some contracts, long-term facilities use agreements or other vendor supplied contracts, for instance, where contract specifics may be negotiated with a vendor, revised to meet district requirements and/or go through district and/legal review and refinement. When a contract is in negotiations, multiple parties such as the vendor, vendor's legal counsel, the District, and District's legal counsel, as well as the initiating department might enter or edit contract data. Microsoft Word change-tracking is used to track activity. This can be a lengthy process. Dealing with various versions and persons providing input gets complicated, time-consuming, and confusing. The District desires to make this versioning process more user-friendly, efficient, and to significantly reduce processing time to achieve the final product.

#### Description of the District's requirements for a new Contract Management System

The District wishes to update its contract management tools and procedures in order to provide greater efficiency, tracking, and visibility. As such, a new contract management system should provide for the following:

- The creation, modification, secure storage, and electronic workflow/approval routing of contracts
- Detailed and executive-level customizable reporting for contract expiration, contract value, and contract type
- The ability to update/upload contract templates in a variety of common file formats
- The ability to apply electronic signatures either in parallel or sequence
- Ability to search text within contracts
- Document version control and the ability to compare versions and originators
- The ability to route a contract outside of the District to vendors or legal counsel for the purpose of review, editing, negotiation, and finalizing the document
- The ability to store and link to a contract other related documents such as certificates of insurance, bonds, scope of work, and/or other necessary exhibits
- The ability to generate email notifications and reminders regarding contract status
- The assignment of a dedicated account representative
- Customer support during SOCCCD business hours for technical difficulties
- Ability to manage other documents that may require multiple-party review, editing, and approvals
- The ability to store a library of standard contract clauses that can be inserted into a contract as needed is a plus
- The ability to be integrated into Workday would be a plus.
- Sample training materials need to be provided by Vendor for District review.
- Proactively notify on contract expiration based on type of contract
- Allow for role-based security and task assignments

## Scope of Work

The scope of work for this project consists of the following primary tasks. The District requires that for all tasks, the Vendor assign a dedicated representative to work with the District and its project team through all phases of review, setup, planning, and training.

- **Review of District Business Model.** The planning phase will include a Vendor review, in consultation with the District's project team, of the District's current contracts business processes and make recommendations to the District as to modifications to its processes based on best practices and software functionality, including recommendation on which components of the software would be utilized in Vendor's software versus Workday. The goal is to ensure there are no gaps in contracts management process between the two products, Vendor's product and Workday.
- **Initial System Setup.** In consultation with the District's project team, the Vendor will work with the District to complete the initial setup of the system.
- **Planning/Implementation.** The District expects that implementation will consist of an initial pilot implementation and a subsequent phased rollout of the system throughout the District's two colleges and District services locations. In consultation with the District project team, the Vendor will develop a pilot implementation plan and the first phase of a district-wide phased rollout. The District expects that the Vendor will provide a dedicated representative to work directly with the District during the pilot and initial implementation.

The pilot implementation will include an additional review of the system setup should it be necessary to fine-tune the initial setup as described in "Initial System Setup" above.

- **Training.** The implementation phase will include Vendor-provided, face-to-face training for contract management system administrators and pilot program participants. The Vendor will also propose an additional training strategy including either face-to-face training or Web-based training for additional users during the first phase of the District-wide rollout. On line training webinars are desirable for ongoing training.
- **Implementation.** Timeline should be provided by Vendor.

## Supplementary Questions

The following questions are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

1. Please provide detailed information about reference sites. We are specifically interested in your most recent implementations. Please include the following:
  - a. Names of institutions
  - b. Contact names, titles, telephone numbers, and email addresses
  - c. List of installed software products and the production status of each, when they were implemented and which release.
2. Please organize the information about reference sites with respect to the following categories:
  - a. California State and Private Universities
  - b. California Community College District(s)
  - c. Community college districts with multiple colleges
  - d. State and Private Universities and Colleges
3. Please describe how your solution meets Section 508 accessibility requirements.
4. Please describe all available report writers, query tools, and other ancillary software.
5. Please describe any online training materials that the District should consider.
6. SOCCCD anticipates that this system may be integrated with Workday. Please describe your approach to Workday integration.
7. Please describe your SaaS environment. Is it "Single or Multi" tenant?



## Appendix A: Required Format for RFP Response

### Section 1: Executive Summary

Provide an executive summary that summarizes the proposal.

### Section 2: Vendor Profile

Provide the following information:

- (a) Name of vendor
- (b) Vendor's mailing address, telephone number, FAX number, and web site address
- (c) Vendor's primary contact person
- (d) Primary contact person's title, mailing address, telephone number(s), FAX number, and email address
- (e) Brief overview of the vendor's company, products and services
- (f) Identify proposed staff and provide resume's

### Section 3: Vendor's Understanding of the RFP

- (a) Provide a statement that acknowledges the vendor's understanding of the "Procurement Process" as presented in the RFP.
- (b) Provide a statement that acknowledges the vendor's understanding of the "RFP Instructions and Requirements" as presented in the RFP.

### Section 4: Critical Criteria for Proposed Software

Provide responses to each of the items within the "Critical Criteria for Proposed Software" section of the RFP.

### Section 5: Proposed Software Products

Identify all application software that is proposed or required.

### Section 6: Supplementary Questions

Provide a response to each of the items within the "Supplementary Questions" section of the RFP.

### Section 7: Proposed Training and Implementation Services

- (a) Describe the training and implementation support that is required, recommended, available or provided for each proposed software product, including the database management system.
- (b) Provide a suggested implementation schedule, including major milestones.
- (c) Estimate the number of hours of vendor-provided professional services that are needed.
- (d) Describe all additional services (e.g., remote technical support) that are required, recommended, and available or provided for each proposed product.
- (e) Provide information about national-, regional-, and state-specific Users Groups that are supported by your company. Include contact information for Officers of those Users Groups.

**Section 8: Data Conversion and System Interfaces**

- (a) Describe the products, utilities, processes and services that are recommended or needed for the conversion or loading of the District's existing data.
- (b) Identify a means of developing and maintaining interfaces between this system and Workday and the District's future enterprise systems during the implementation process.

**Section 9: Software Maintenance and Enhancements**

- (a) Describe the benefits, impacts, and schedules of new releases and modules. State the circumstances under which such releases are mandatory or optional.
- (b) Describe, both during and after the warranty period, the procedures for obtaining product support.
- (c) Explain how custom modifications can be made by the vendor and/or District. In addition, describe the alternative mechanisms for maintaining such modifications over time.

**Section 10: Vendor's Corporate Strength**

Describe the vendor's corporate history, market segment(s), client base, employee base, research and development programs and financial well-being.

**Section 11: Optional Products and Services**

Describe, in detail, all optional products and services. Vendors are hereby advised that the District's may want to procure an optional item, but might not be able to do so if it is not formally declared in this section. Optional products might include query tools, workflow systems, IVR solutions, utilities, documentation, training materials, data warehouses, database technologies, security mechanisms, etc.

**Section 12: Additional Information**

Provide any additional information that the District should consider in its evaluation of proposals. This would include a list of whether your company is currently involved in litigation with any of your clients. Do not provide marketing brochures or generic information that does not meet your specific solution to this Request for Proposal.

**Section 13: Acknowledgement of Addenda**

Provide attached proposal form that acknowledges understanding and compliance with RFP conditions and acknowledges the issuance and receipt of any RFP addenda, if applicable.

**Section 14: Client References**

Provide three client references for agencies/companies that are currently or in the past five years have used your services. Community Colleges are preferred. A correlation between the proposed systems and the referenced system is preferred.

For each client include:

Owner/Company/Agency Name:

Contact Person No. 1 and current telephone number: Business Services Executive

Contact Person No. 2 and current telephone number: IT Executive

**Section 15: Contact Information Page**

Company Name:

Mailing Address:

City, State, and Zip Code:

Telephone Number:

FAX Number:

Name of Signatory):

Title of Signatory:

Individual

Name: \_\_\_\_\_

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

Partnership

Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

Corporation

Name: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

[Seal]

Request for Proposal  
SOCCCD No. 321D

**Contract Management System  
Software as a Service (SaaS)**

NON-COLLUSION DECLARATION

The prospective Vendor must sign the Affidavit and provide the information required of Vendor as outlined.

NON-COLLUSION DECLARATION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Vendor; a partner, an officer or an employee of the responding company/corporation having authority to sign on its behalf;
2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Vendor or materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;
3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Declared this

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

South Orange County Community College District  
Contract Management System – Software as a Service (SaaS)

RFP #321D

Request for Proposal  
SOCCCD Number 321D

**Contract Management System  
Software as a Service (SaaS)**

PROPOSAL FORM

Director of Facilities Planning and Purchasing  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92629-3635

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and have received Addenda numbers \_\_\_\_\_ and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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



## MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

Purchases of Subscriptions and Services (as defined below) under a Purchase Document with SciQuest, Inc. ("**SciQuest**") and the party named in such Purchase Document ("**Client**") shall be subject to the following, additional Terms and Conditions as of the dates specified in the Purchase Document (the "**Effective Date**"). By executing a Purchase Document, Client agrees to be bound by the following additional Terms and Conditions.

**1. DEFINITIONS.** In addition to the terms defined elsewhere in the Agreement, the terms set forth in this Section 1 shall have the following meanings:

**1.1. "Agreement"** shall mean these Master Subscription Agreement Terms and Conditions, Purchase Documents, the Terms of Service posted at <http://www.sciquest.com/terms-of-service/> and such other documents, attachments and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time.

**1.2. "Affiliates"** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. SciQuest and Client agree that Affiliates of Client may access SciQuest Applications and Services from SciQuest by entering into an Order Form with SciQuest.

**1.3. "Authorized Users"** shall mean (i) Client's employees, contractors, subcontractors and outsourcing vendors and (ii) employees, contractors, subcontractors and outsourcing vendors of any Affiliates or other entities designated in an Order Form as being authorized by Client to access and use the SciQuest Applications and Services, in each case who have been supplied user identification and passwords by Client. Any use by contractors, subcontractors or outsourcing vendors acting on Client's behalf shall be subject to the terms of the Agreement and Client remains responsible for its obligations and for the activities and omissions of such third parties.

**1.4. "Client Data"** shall mean data generated, uploaded or transmitted by Authorized Users using the SciQuest Applications.

**1.5. "Order Form"** shall mean the ordering documents executed by SciQuest and Client that represent the initial purchase of the Subscription to the SciQuest Applications and certain Services, and any subsequent ordering documents that from time to time are executed hereunder by Client and SciQuest and which shall expressly refer to the Agreement.

**1.6. "Professional Services"** shall mean any implementation, training, consulting, data migration, conversion, integration or other services provided by SciQuest to Client, as set forth in a Statement of Work or as described in the Terms of Service.

**1.7. "Purchase Document"** shall mean an Order Form or Statement of Work. Purchase Documents shall be deemed incorporated herein by reference.

**1.8. "SciQuest Applications"** shall mean those software applications made available to Client by SciQuest via a Subscription.

**1.9. "Services"** shall mean the Support Services and Professional Services.

**1.10. "Statement of Work"** shall mean any document executed by SciQuest and Client describing the deliverables, milestones, project plan, acceptance criteria and other items related to the delivery of the implementation services and other Professional Services provided by SciQuest to Client.

**1.11. "Subscription"** shall mean the right of Authorized Users to access the SciQuest Applications and certain Professional Services during the Subscription Term, as set forth in an Order Form.

**1.12. "Supplier Enablement Services"** shall mean those services used to deliver any supplier enablement-related SciQuest Applications to Client, as described in the Terms of Service.

**1.13. "Support Services"** shall mean the maintenance and support services described in the Terms of Service, and provided in connection with the SciQuest Applications.

**1.14. "Terms of Service"** shall mean those Support Services and Professional Services terms posted at <http://www.sciquest.com/terms-of-service/>, which are incorporated herein. Client acknowledges and agrees it has read, understands and agrees to be bound by the Terms of Service.

## 2. CHANGES; COOPERATION.

**2.1. Changes.** In connection with SciQuest's efforts to continually improve the SciQuest Applications and Services, SciQuest may from time to time develop and make available to SciQuest's clients, free of charge, enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the SciQuest Applications, Services and Terms of Service ("Changes"). SciQuest shall provide Client reasonable, advance notice of all Changes to the SciQuest Applications, Services and Terms of Service in order to, among other things, enable Client to prepare for upcoming releases, learn about new features, and access key information about the SciQuest Applications, Services and Terms of Service. IN NO EVENT MAY SCIQUEST MAKE ANY CHANGES THAT MATERIALLY AND ADVERSELY IMPACT THE CLIENT'S USE OF THE SCIQUEST APPLICATIONS OR SERVICES. Client hereby authorizes SciQuest to implement such Changes.

**2.2. Cooperation.** Client acknowledges that the successful and timely providing of the SciQuest Applications and Services shall require the good faith cooperation of Client as it pertains to Client's duties and obligations under the Agreement, including the Statement(s) of Work. SciQuest shall not be liable for any failure to provide the SciQuest Applications and Services to the extent arising from Client's failure to cooperate in good faith with SciQuest.

**2.3. Terms.** SciQuest shall provide the SciQuest Applications and Services to Client pursuant to these Terms and Conditions and any specific limitations set forth in Order Forms.

## 3. USE OF THE SCIQUEST APPLICATIONS AND SERVICES.

**3.1. Proprietary Rights.** This is a subscription agreement for use of the SciQuest Applications. The Agreement is not a sale, or assignment and transfer, of any software. Client agrees that SciQuest, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the SciQuest Applications, the Services, Services deliverables and any and all related and underlying software (including interfaces created by SciQuest), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the SciQuest Applications and Services. Except for the Subscription granted hereunder, nothing in the Agreement gives the Client any right, title or interest in or to the SciQuest Applications, the Services or any related documentation.

**3.2. SciQuest License.** SciQuest hereby grants to Client a nontransferable, non-exclusive license during the Subscription Term, to allow Authorized Users to access and use the SciQuest Applications for its internal business purposes.

### 3.3. Use Guidelines.



3.3.1. The SciQuest Applications are provided to Client for use only as expressly set forth in the Agreement, and Client will not use the SciQuest Applications in whole or in part for any other use or purpose. In particular, Client will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the SciQuest Applications by any means, or disclose any of the foregoing; (ii) except as expressly set forth in the Agreement, provide, rent, lease, lend, or use the SciQuest Applications for timesharing, subscription, or service bureau purposes; (iii) sublicense, transfer or assign the SciQuest Applications or any of the rights or licenses granted under the Agreement; or remove or obscure any trademark, product identification, proprietary marking, copyright or other notices provided with the SciQuest Applications or related documentation.

3.3.2. Client shall not: (i) use the SciQuest Applications for storage, possession, or transmission of any information, the possession, creation or transmission of which violates any state, local or federal law; (ii) transmit Client Data using the SciQuest Applications that infringes upon or misappropriates the intellectual property or privacy rights of any third party; (iii) perform any load testing of the SciQuest Applications or attempt to probe, scan or test the vulnerability of the SciQuest Applications without SciQuest's prior, written consent; or (iv) log into a server or account that Client is not authorized to access.

**3.4. Client Responsibilities.** Client is responsible for all activity occurring under Authorized User accounts and for each Authorized User's compliance with all terms and conditions of the Agreement. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data generated, uploaded and transmitted by Client and Authorized Users. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SciQuest Applications and notify SciQuest immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

#### 3.5. Authorized Users.

3.5.1. The Subscription to the SciQuest Applications is granted solely to Authorized Users and shall not be shared with any third parties, except as set forth in Section 1.2 above. The number of Authorized Users accessing the SciQuest Applications shall not exceed the maximum number of Authorized Users specified in the Order Form. User Subscriptions are for named users and cannot be shared or used by more than one user but may be reassigned from time to time to new Authorized Users who have terminated an employment or some other prior relationship with Client, changed job status or function, or otherwise no longer require ongoing use of the SciQuest Applications.

3.5.2. Client acknowledges that the price of the Subscription purchased hereunder is based on Client's access requirements as provided to SciQuest as of the Effective Date of the Agreement. In the event Client wishes to subsequently expand access to additional users, Affiliates, business units or otherwise, Client may purchase additional Subscriptions to the SciQuest Applications by executing separate Order Forms hereunder.

**3.6. Client Data.** Client owns all right, title and interest in, and to, all Client Data. In connection with Client's use of the SciQuest Applications, SciQuest is provided access to Client Data. Client hereby grants to SciQuest a worldwide, non-exclusive, fully paid-up license to use the Client Data to the extent necessary to provide Client the SciQuest Applications and Services. SciQuest may use the Client Data in an anonymous, aggregated format with data provided by other third parties (making it impossible to identify Client, or any individual Client transaction from the data) to better serve our Clients.

**3.7. Protection of Client Data.** Client Data is deemed Confidential Information under this Agreement and SciQuest shall maintain the confidentiality of Client Data in accordance with its

confidentiality obligations under this Agreement. Additionally, SciQuest shall maintain, at a minimum, industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data.

#### 4. FEES; PAYMENT.

**4.1. Fees; Payment.** Client agrees to pay SciQuest all of the fees agreed to in the Order Form(s). Fees for the SciQuest Applications and Services will be invoiced in advance in accordance with the terms of the Order Form. Unless otherwise stated in the Order Form, all payments shall be made in United States dollars no later than thirty (30) days after the date of invoice, payable in full, without reduction for any offset, withholding or other claims (except with respect to charges then under reasonable and good faith dispute as evidenced in a writing promptly sent by Client to SciQuest prior to the payment due date). All payments not received when due shall accrue interest at a rate per month of one and one-half percent (1.5%) (excluding reasonably disputed payments). Payment obligations are non-cancellable and, except as set forth in Sections 5.3, 6.1 and 7.1 below, all fees are non-refundable. Client shall remit payment via electronic funds transfer to the account designated in the Order Form.

**4.2. Taxes.** The fees payable under the Agreement shall not include local, state, federal or foreign sales, use, value-added, excise or personal property or other similar taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Services, all of which Client shall be responsible for and pay in full except those taxes based on the net income of SciQuest. If Client is exempt from the payment of any such taxes, upon execution of the Agreement, Client shall provide SciQuest with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.3. Suspension of Service.** IF ANY CLIENT ACCOUNT IS THIRTY (30) DAYS OR MORE OVERDUE (EXCEPT WITH RESPECT TO CHARGES THEN UNDER REASONABLE AND GOOD FAITH DISPUTE), IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES (INCLUDING THE TERMINATION RIGHTS SET FORTH IN THE AGREEMENT), SCIQUEST RESERVES THE RIGHT, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE TO CLIENT, TO SUSPEND THE SUBSCRIPTION TO THE SCIQUEST APPLICATIONS AND PROVISION OF SERVICES WITHOUT LIABILITY TO SCIQUEST UNTIL SUCH ACCOUNT IS PAID IN FULL.

#### 5. TERM AND TERMINATION.

**5.1. Term of the Agreement.** The Agreement commences on the Effective Date and continues until the Subscription to the SciQuest Applications granted in accordance with the Agreement has expired or the Agreement is terminated earlier, pursuant to the Terms and Conditions set forth herein.

**5.2. Term of Subscription.** The Subscription term to the SciQuest Applications shall be as set forth in the Order Form (the "Subscription Term"). Unless otherwise set forth in an Order Form, upon the expiration of the Subscription Term, the Subscription Term to the SciQuest Applications shall automatically renew for additional one (1) year periods, unless either party provides written notice to the other (written notice to SciQuest shall be provided either to [AR@sciquest.com](mailto:AR@sciquest.com) or SciQuest's address set forth below, attention: "SciQuest Finance Department") of its intent not to renew at least sixty (60) days prior to the end of the Subscription Term.

**5.3. Termination for Cause.** Either party may terminate the Agreement by written notice if the other party commits a material breach and fails to cure such breach within thirty (30) days following receipt of written notice of such breach.

**5.4. Outstanding Fees.** Termination shall not relieve Client of the obligation to pay SciQuest the fees agreed in the Order Form unless (i) Client terminates the Agreement in accordance with Section



5.3 above, in which case Client shall be entitled to a prorated refund of any pre-paid Subscription fees for the remaining number of months left in the Subscription Term following the effective date of termination or (ii) the Agreement is terminated in accordance with Section 6.1 or 7.1.

**5.5. Effect of Termination.** Upon any termination or expiration of the Agreement (i) SciQuest will terminate Client's access to the SciQuest Applications and will cease providing the Services; (ii) Client shall immediately cease any and all use of and access to any SciQuest Applications; and (iii) each party hereunder shall return to the other party any and all Confidential Information of the other party in its possession.

## 6. WARRANTY.

**6.1. SciQuest Applications Warranty.** SciQuest hereby warrants that the SciQuest Applications will operate in substantial conformity with the then-current published specifications. In the event of any failure of the SciQuest Applications to perform in substantial conformity to such specifications, SciQuest will, at SciQuest's sole option, and as Client's sole and exclusive remedy, either (i) repair the applicable SciQuest Applications or (ii) terminate the Agreement and/or the Subscription to the SciQuest Applications and refund to Client a sum equal to the Subscription fees paid for the period during which the SciQuest Applications were rendered unusable, prorated on a monthly basis.

**6.2. Services Warranty.** SciQuest represents and warrants that it will perform the Services in a good, workmanlike and professional manner. Client's remedy for breach of the warranties in this paragraph shall be the re-performance of the relevant Services free of charge.

**6.3. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 6, SCIQUEST MAKES NO WARRANTIES REGARDING THE SCIQUEST APPLICATIONS AND SERVICES. SCIQUEST SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SCIQUEST DOES NOT WARRANT THAT ACCESS TO THE SCIQUEST APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE SCIQUEST APPLICATIONS WILL BE CORRECTED, OR THAT THE SCIQUEST APPLICATIONS AND SERVICES WILL MEET CLIENT'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. SCIQUEST DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. SCIQUEST SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CLIENT'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN SCIQUEST AND CLIENT. SCIQUEST'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN.

## 7. SCIQUEST INDEMNIFICATION.

**7.1. SciQuest Indemnification.** SciQuest shall defend, indemnify and hold harmless Client from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claims, demands, suits or proceedings brought by a third party alleging that the SciQuest Applications infringe upon any patent, copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party. SciQuest shall have no obligation to indemnify Client to the extent any alleged patent infringement arises out of (a) the use of the SciQuest Applications in combination by Client with other data, products, software, processes or materials not provided or authorized by SciQuest; (b) the modification of the SciQuest Applications by a party other than

SciQuest; (c) any unauthorized use of the SciQuest Applications or (d) the Client Data. Should the SciQuest Applications as used by Client infringe, or in SciQuest's commercially reasonable opinion be likely to infringe, SciQuest shall, at its option and sole expense: (i) procure for Client the right to continue to use the SciQuest Applications, (ii) modify the SciQuest Applications to eliminate any such claim that might result from their use hereunder, provided such modification does not adversely affect the functional capabilities of the SciQuest Applications or (iii) replace the SciQuest Applications with equally suitable, compatible and functionally equivalent non-infringing SciQuest Applications at no additional charge to Client. If none of these options is commercially practicable, then the Agreement may be terminated by SciQuest without further obligation or liability on the part of either party hereto except that SciQuest agrees to promptly refund to Client the fees paid by Client for the portion of the Subscription Term for which the SciQuest Applications would no longer be available to Client. This Section 7 states the entire liability and obligation of SciQuest, and Client's exclusive remedy, with respect to any intellectual property infringement relating to the SciQuest Applications.

**7.2. Procedures.** SciQuest's indemnification obligations are conditioned upon Client: (i) giving SciQuest prompt written notice of any claim, action, suit or proceeding for which Client is seeking indemnity; (ii) granting control of the defense and settlement to SciQuest (except that SciQuest shall not enter into any settlement of a claim that imposes any obligations upon Client without the consent of Client, which consent will not be withheld unreasonably); and (iii) reasonably cooperating with SciQuest at SciQuest's expense.

## 8. CONFIDENTIAL INFORMATION.

**8.1. Obligations.** During the term of the Agreement and for a period of three (3) years after the date of termination or expiration of the Agreement, each party: (i) shall treat as confidential all Confidential Information (as defined below) provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of the Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the other party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care. "Confidential Information" shall mean all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Client Data and Confidential information related to either party's customer lists, customer information, products, technical information, pricing information, pricing methodologies, Supplier-provided information or information regarding the disclosing party's business planning or business operations shall be deemed Confidential Information without any marking or further designation.

**8.2. Exceptions.** Notwithstanding the above, the receiving party's nondisclosure obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving party; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a





source other than the disclosing party without breach of the Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order.

**9. LIMITATIONS OF LIABILITY.** NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT OR ANY OF THE SCIQUEST APPLICATIONS, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO SCIQUEST BY CLIENT AS SET FORTH IN AN ORDER FORM, THE AGREEMENT OR ANOTHER DOCUMENT, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO OR ARISING OUT OF THE AGREEMENT OR ANY OF THE SCIQUEST APPLICATIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY SCIQUEST FROM CLIENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO ANY OBLIGATIONS AND LIABILITIES ARISING FROM VIOLATIONS BY EITHER PARTY HEREUNDER OF SECTIONS 3 OR 8 OF THE AGREEMENT, OR ANY INDEMNIFICATION PROVIDED BY SCIQUEST UNDER SECTION 7 OF THE AGREEMENT.

#### 10. GENERAL PROVISIONS.

**10.1. Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without application of North Carolina conflicts of laws principles and without application of the United Nations Convention on the International Sale of Goods.

**10.2. Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**10.3. Waiver.** The waiver by either party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**10.4. Assignment.** The Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party shall assign the Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, either party may assign or transfer the Agreement upon a change of control or pursuant to a sale of all or substantially all the stock or assets of the assigning party.

**10.5. Independent Contractors.** The parties to the Agreement are independent contractors. There is no relationship or partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**10.6. Publicity.** Neither party may issue any press release regarding the Agreement without the other party's prior written

consent. Either party may include the name and logo of the other party in lists of customers and vendors, regardless of format or media.

**10.7. Notices.** Unless otherwise stated in the Agreement, any notices required to be given under the terms of the Agreement, shall be in writing and either delivered personally, delivered by a nationally or internationally recognized overnight courier service or sent by registered or certified mail. Notices to SciQuest shall be addressed to: SciQuest, Inc., 3020 Carrington Mill Blvd., Suite 100, Morrisville, NC 27560, Attention: General Counsel, with a copy to the Chief Financial Officer. Billing-related notices to Client shall be addressed to the billing contact designated by Client in the Purchase Document, and legal notices to Client shall be addressed to Client's signatory of this Agreement. Notices shall be deemed to have been received: (i) on the day given if delivered by hand (securing a receipt evidencing such delivery); (ii) on the second day after notice is sent, if sent by an overnight courier service; or (iii) on the fifth day after notice was mailed, if sent by registered or certified mail.

**10.8. Survival.** All provisions of the Agreement relating to proprietary rights, payment of fees accrued, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any termination of the Agreement.

**10.9. Electronic Signature, Facsimile, Email Transmission; Counterparts.** The Agreement (including any Purchase Document) may be executed and delivered by electronic signature, facsimile or email and each full reproduction, including reproductions by photocopy or scan, shall be deemed an original. Receipt of any such reproduction by facsimile or email transmission shall be deemed delivery of an original.

**10.10. Force Majeure.** Neither party will be liable to the other for any failure to meet its obligations under the Agreement where such failure is caused by events beyond its reasonable control such as failure of communications networks, inability to timely obtain instructions or information from the other party, governmental action, fire, storms, floods or other acts of God, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

**10.11. Subsequent Modifications.** No amendment, alteration or modification of the Agreement shall be effective or binding unless it is set forth in a writing signed by duly authorized representatives of both parties.

**10.12. Entire Agreement.** The Agreement, including these Terms and Conditions, the Terms of Service, Purchase Documents, and all exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in connection with the subject matter hereof except as set forth in the Agreement, notwithstanding any different or additional terms that may be contained in the form of a purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement. No purchase order submitted by Client, even if accepted by SciQuest, shall be deemed to modify any of the terms of this Agreement unless SciQuest has stated its intent to do so in writing. No modification or amendment to the Agreement, including any Purchase Document, shall be binding upon the parties except to the extent set forth in writing and signed by duly authorized representatives of SciQuest and Client. In the event of any inconsistency between the terms and conditions of the Agreement and a Purchase Document, now or hereafter appended hereto, the terms of the Purchase Document shall govern.



**ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT**

This Amendment amends the Terms and Conditions of the SciQuest Master Subscription Agreement, which may be viewed at [www.sciquest.com/contracts](http://www.sciquest.com/contracts) in the Order Form executed by SciQuest, Inc. a Delaware corporation having its office at 3020 Carrington Mill Blvd., Suite 200, Morrisville, NC 27560 (“SciQuest”) and South Orange County Community College District, having a principal place of business at 28000 Marguerite Pkwy, Mission Viejo, CA 92692 (“Client”), and all amendments and addenda thereto (the “Agreement”). This Addendum is entered into as of the effective date of a Purchase Document executed by SciQuest and Client (the “Addendum Effective Date”).

The parties agree to amend the Agreement as set forth below. Subject to the modifications herein, the Agreement shall remain in full force and effect.

Amended Section	Revised Language
<b>Footer</b>	Delete “Confidential” on each page.
<b>1.14</b>	Add the following sentence to the end of section 1.14: The level of Support Services provided in the Terms of Service may not decrease in any material way during the term of the Agreement and in the event Client reasonably believes at any time during the term of the Agreement that the level of Support Services is essentially lower than the level of Support Services as of the Effective Date of the Agreement, Client may terminate the Agreement in accordance with Section 5.3.
<b>2.1</b>	Add the following sentence to the end of Section 2.1: The SciQuest Applications and Services include without limitation, any improvements, upgrades and new version releases that are made commercially available to all SciQuest clients. If any products or functionality for which Client has purchased Subscriptions are renamed, repackaged or rebundled by SciQuest, Client is entitled to continue to receive equivalent or better products or functionality at no additional cost to Client.
<b>3.6</b>	At the end of third sentence add, “during the term of the Agreement.” At the end of the paragraph add, “Client Data shall not be stored outside of the United States. SciQuest shall not use Client Data for any purpose other than what is specifically permitted by this Agreement. SciQuest shall not use Client Data for targeted advertising.”
<b>3.7</b>	Add to end of paragraph, “SciQuest shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Client Data received from or on behalf of Client. These measures will be extended by contract to all subcontractors used by SciQuest and any assignee of SciQuest.
<b>Add 3.8</b>	<u>Unauthorized Disclosure.</u> SciQuest, within one (1) business day of discovery of any breach or unauthorized disclosure, shall report to Client any use or disclosure of Client Data not authorized by the Agreement or in writing by Client. SciQuest’s report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Client Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what SciQuest has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action SciQuest has taken or shall take to prevent future similar unauthorized use or disclosure. SciQuest shall provide such other information, including a written report, requested by Client. To the extent any security breach or unauthorized use or disclosure of Client Data results from any failure by SciQuest to comply with its obligations under this Agreement or applicable law, SciQuest shall pay, or reimburse Client for (i) Client’s actual, out-of-pocket costs related to notification, reporting, communications, credit monitoring and other redress activities required under applicable law resulting from SciQuest’s failure to comply or (ii) any damages and fines incurred by Client resulting from SciQuest’s failure to comply.
<b>4.1</b>	Revise first sentence, “. . .will be invoiced in accordance with the terms of the applicable Order Form (for Subscriptions to the SciQuest Applications) and Statement of Work (for Professional Services)
<b>4.2</b>	Delete and replace entire section to read as follows, “SciQuest shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for SciQuest’s employees and sub-contractors, if applicable. Client is a tax-exempt entity.
<b>4.3</b>	DELETE
<b>5.1</b>	Add to end of paragraph, “In no event shall the Term of the Agreement, or any Order Form exceed five (5) years from the Effective Date of this Agreement, unless otherwise agreed by SciQuest and Client in an amendment to the Agreement.”
<b>Add 5.6</b>	<u>Return or Destruction of Client Data.</u> Upon termination, cancellation, expiration or other conclusion of the Agreement, SciQuest shall return all Client Data to Client in an industry standard format reasonably acceptable to Client, and according to fees to be mutually agreed upon by SciQuest and Client, or if return is not feasible as determined by Client in written notice to SciQuest, destroy any and all Client Data. In no event may the Client Data return fees

	exceed \$3,000. Notwithstanding the above, Client at all times maintains the ability to retrieve its own Client Data at no cost to Client.
<b>6.3</b>	Delete the following language from Section 6.3: SCIQUEST DOES NOT WARRANT THAT ACCESS TO THE SCIQUEST APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE SCIQUEST APPLICATIONS WILL BE CORRECTED, OR THAT THE SCIQUEST APPLICATIONS AND SERVICES WILL MEET CLIENT'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. SCIQUEST DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. SCIQUEST SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CLIENT'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN SCIQUEST AND CLIENT. SCIQUEST'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN.
<b>Add 7.2</b>	SciQuest agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any negligent act or omission of SciQuest, or any person, firm or corporation employed by the SciQuest, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the sole negligence or willful misconduct of Client or its officers, employees or agents
<b>8.1</b>	Remove limit of three years. Add "Confidentiality requirements shall survive termination of Agreement."  Delete the last sentence of Section 8.1
<b>8.2</b>	Add, "The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's sole expense, in any attempt to limit or prevent the disclosure of the Confidential Information. It is understood that Client is subject to the California Public Records Act (Gov. Code § 6250 <i>et seq.</i> ). If SciQuest fails to obtain a court order enjoining that disclosure, Client will release the requested information on the date required under the California Public Records Act.
<b>9</b>	Delete and replace Section 9 in its entirety with the language below:  <b>LIMITATIONS OF LIABILITY.</b> NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT OR ANY OF THE SCIQUEST APPLICATIONS, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO SCIQUEST BY CLIENT AS SET FORTH IN AN ORDER FORM, THE AGREEMENT OR ANOTHER DOCUMENT, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO OR ARISING OUT OF THE AGREEMENT OR ANY OF THE SCIQUEST APPLICATIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE EQUIVALENT OF THIRTY SIX (36) MONTHS OF SUBSCRIPTION FEES. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO ANY OBLIGATIONS AND LIABILITIES ARISING FROM VIOLATIONS BY EITHER PARTY HEREUNDER OF SECTIONS 3 OR 8 OF THE AGREEMENT, OR ANY INDEMNIFICATION PROVIDED BY SCIQUEST UNDER SECTION 7 OF THE AGREEMENT.
<b>10.1</b>	Delete and replace entire section to read as follows, "This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, with venue in Orange County, excluding its conflict of law provisions.
<b>10.6</b>	Delete, "and logo" from the first sentence of this Section. Add, "Pursuant to Education Code section 71025, SciQuest shall not, without the express written permission of the Board of Governors of the California Community Colleges, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges."

Additional Language

**Compliance with Applicable Laws.** SciQuest 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 SciQuest, SciQuest's business, equipment and personnel engaged in operations covered by this Agreement. SciQuest certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and SciQuest will comply with all such requirements. SciQuest and all SciQuest'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.

**Insurance.** SciQuest agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect SciQuest and Client against liability or claims of liability which may arise out of this Agreement. SciQuest shall provide three Million Dollars (\$3,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. In addition, SciQuest agrees to provide an endorsement to these policies stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Client shall be excess and noncontributory." SciQuest shall provide Client with certificates of insurance evidencing all coverages and endorsements required hereunder. SciQuest agrees to name Client and its officers, agents and employees as additional insured under said policies. SciQuest agrees to maintain workers' compensation insurance as required under the laws of the State of California. SciQuest must provide Client a minimum of ninety (90) days prior written notice of any material reduction of any of the insurance amounts or coverages set forth above.

**Continued Performance During Dispute.** In the event that a dispute arises between Client and SciQuest, SciQuest expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

**Audit.** SciQuest security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.

**Time is of the Essence.** Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.

**IN WITNESS WHEREOF**, each party hereto has caused this Addendum to be executed by its duly authorized representative as of the Addendum Effective Date.

<b>Client:</b>	<b>SciQuest, Inc.</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## Statement of Work

South Orange County Community College District (“Client”) hereby orders from SciQuest, Inc. (“SciQuest”) the services described in this Statement of Work (“SOW”). This SOW is issued under and incorporates the Terms & Conditions in effect between the parties. “Terms & Conditions” shall mean the terms and conditions, master subscription agreement or other similar agreement governing the purchase of SciQuest Applications and/or Services signed by and between Client and SciQuest, or its applicable Affiliate, as same may be/have been amended by the parties from time to time. The effective date of this SOW shall be the last signature date below (“Effective Date”).

### 1. Introduction

Client seeks to implement Contract Director (the "Solution") developed by SciQuest. The primary objective of the project is to configure and implement the Solution for the Client user community. This will be done in a way that utilizes the current features of the Solution and is based on standard configurations. SciQuest will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

This SOW describes the scope of Services and the Services investment necessary for SciQuest to complete its defined portion of the Solution implementation Project described herein.

Please refer to **Appendix A: Definitions** for descriptions of terms used in this SOW.

### 2. Project Scope

- A. All services contained in this SOW will be implemented in a single Project release.
- B. This Project is budgeted for a duration of up to **eighteen (18) calendar weeks** from the mutually agreed upon start date of the Project (the “Project Kickoff Date”) to the completion of the Project Close-Out Deliverables. If the Project duration exceeds this time period, additional Services for such will be handled via the Change Control Process described in this SOW.
- C. Services for the configuration of the following **SciQuest Applications** and business processes included in this Project are listed below:
  - i. **Contract Lifecycle Management**
    - a. Contract Lifecycle Management (Full Contract Automation): Contract Director
- D. **Onsite Events / Activities.** All services will be delivered remotely except as outlined below. :

Event / Activity	Onsite?	Duration (in Days)
Project Planning or Kickoff	Yes	Up to 2 days
Product Orientation Training	Yes	Up to 1 day
Focus Group 1	Yes	Up to 2 days
Focus Group 2 (End-to-End)	Yes	Up to 2 days

- E. Services for the configuration of the following **Environments** included in the scope of this Project are listed below:

Environment	Included in Project?	Includes Integrations?

Environment	Included in Project?	Includes Integrations?
<b>Test Environment</b>	<b>Yes</b>	<b>Yes</b>
<b>Production Environment</b>	<b>Yes</b>	<b>Yes</b>

F. Services for the **Integrations** included in this Project are summarized below:

- Single Sign-On
- Electronic Signature Integration (DocuSign or EchoSign)
- Contract Export

### 3. Project Assumptions

- A. Client and SciQuest will mutually agree upon the start date for this Project, which will be no later than six months from the effective date of this SOW.
- B. All services contained in this SOW will be implemented in a single Project release.
- C. The Sprint Plan shall be built to include Client statutory holidays / leave.

### 4. Client Responsibilities

**Client must assume the following general responsibilities.**

#### A. Project Organization and Execution

- i. **Project Organization.** SciQuest and Client are jointly responsible for establishing the following workgroups to support Project implementation:
  - a. **Client Core Project Team.** At a minimum, the core Project team members will be required to carry out the following roles: Project manager, SciQuest solution administrator, process owner, business owner, trainer and other identified representatives from the Client's stakeholder teams as required by the Client. This team will be defined at the start of the Project.
  - b. **Extended Project Team** ("Stakeholders"). Client will select an extended cross-functional team, including Client end users, who will participate in the Focus Groups and who will determine how to deploy the configured Solution.
  - c. **Project Management Board** ("Board"). The Board will be comprised of Client's executive sponsors. The Board will be responsible for Project funding, policy decisions, and resolution of critical, executive level issues impacting policy, organization, etc.
- ii. Coordinate Client participation in all meetings and training and make required staff and resources available.
- iii. Provide materials and facilities for any meetings held at Client Site or other sites of Client's choosing.
- iv. Review and approve Project Deliverables as outlined in Section 6.

#### B. Change Management and Training

- i. Plan and implement required business process changes.
- ii. Plan the production deployment and roll out approach.
- iii. Provide business process guidance in the development of training materials
- iv. Provide the training facilities and internet connection for its participants
- v. Maintain all custom training Deliverables to accommodate future product and business process changes.
- vi. Contribute to and final scripts for any eLearning Videos or Lessons.

- vii. Make Custom eLearning material accessible to their end-user community, typically through an LMS or internal website.
- viii. Provide resource(s) to address business process questions during delivery at SciQuest Project Management request.

### C. Solution Configuration and Validation

- i. Enter non-key master data information into the Solution through the administrative console.
- ii. For all integrations:
  - a. Obtain input from the necessary technical resources for the development of the integration specification and design
  - b. Make knowledgeable technical resources available for integration development and testing
    - 1. Make the necessary Client environments available
    - 2. Migrate the integration between Client environments
- iii. Develop a test plan with guidance from SciQuest to validate that the Solution performs according to the Solution Specification documents, including any integration (if applicable). The test plan shall be completed and available for review by SciQuest prior to the start of Solution Validation Testing.
- iv. Develop test scripts and supply those for review by SciQuest, in advance of the start of testing.
- v. Plan, coordinate, and participate in testing cycles and testing training, and document requested adjustments.
- vi. Collect and load all contracts through the SciQuest user interface.
- vii. Deploy the Solution to its user community.

## 5. SciQuest Responsibilities (Services and Deliverables)

### A. Initial Site Creation

- i. **Objective:** Provide overall project oversight of project milestones and SciQuest consulting Team.
- ii. **Deliverable(s):**
  - a. Base UIT Site
- iii. **Key Tasks:** The following Project management services are provided as part of the Project:
  - a. Create Base Site
  - b. Validate Modules (reconcile to Client Order Form)
  - c. Create a single Client User ID

### B. Project Lifecycle Management

- i. **Objective:** Provide overall project oversight of project milestones and SciQuest consulting Team.
- ii. **Deliverable(s):**
  - a. Project Sprint Plan
  - b. Online Collaboration Site
- iii. **Key Tasks:** The following Project management services are provided as part of the Project:
  - a. Conduct regularly scheduled Project meetings – typically weekly or bi-weekly
    - 1. Working sessions designed to provide iterative product education, discuss status and deliverables, and ultimately drive Project completion;
    - 2. Meetings typically scheduled by work stream (i.e, separate technical and functional meetings)
  - b. Provide executive updates via Project Management Board
    - 1. At pre-determined times during a Project, the Project Management Board will discuss the readiness to move forward as well as assess the overall Project health.

2. These discussions will occur through scheduled meetings and/or email communications.
- c. Provide direction to the SciQuest Core Project Team;
- d. Measure, track, and evaluate Project progress;
- e. Review Project tasks, schedules and resources and make changes or additions, as appropriate; and
- f. Prepare and maintain Issue Log

### C. Training Services

- i. **Objective:** To transfer both Solution use and administration expertise to the Client.
- ii. **Deliverable(s):**
  - a. Product Orientation Training
  - b. SciQuest University Virtual Training
- iii. **Key Tasks:** The following training services are provided as part of the Project:
  - a. **Product Orientation.** SciQuest will deliver training which provides a base understanding of the Solution, adhering to the following guidelines:
    1. The training should occur prior to Focus Groups and/or Project Workshops
    2. The training will be limited to no more than 12 participants
    3. The training will be conducted using a SciQuest University training environment and standard curriculum/exercises.
    4. Product Orientation will be conducted for each release of the Project.
  - b. **Iterative Product Education.** Informal training opportunities occur through Project working sessions. These sessions, in combination with the formal training opportunities detailed below, provide a layered approach to the Client's Solution education.
  - c. **SciQuest University Virtual Training.** Client may attend up to three (3) virtual training classes conducted through SciQuest's education program ("SciQuest University"). Virtual classes are hands-on, web-based classes, lasting approximately 2 hours each. Instruction is provided in a generic training environment and is shared amongst SciQuest customers. The objective of these training sessions is to provide Solution training that can be applied during and after the implementation process. The training will adhere to the following guidelines
    1. SciQuest Project Team to provide guidance to Client in determining appropriate classes and timing of classes.
    2. Registration through <http://university.sciquest.com/>.
    3. Up to 5 registrants for each class.
    4. All classes must be attended within 30 days of Solution Acceptance. Note: Solution Acceptance is not dependent on completion of virtual training classes.
  - d. **OPTIONAL Custom Instructor-led Classroom Training.** (Not currently included in scope.) Client may purchase instructor-led training sessions for \$3,500.00 each. (If Client purchases two (2) classes, the cost for both will be \$6,000.00)
    1. Training will be Instructor-led, hands-on Training Sessions.
    2. Training content can be delivered in the classroom or remotely, with a maximum of 20 participants per session.
    3. If conducted onsite, Client will be responsible for all real and actual travel expenses for SciQuest personnel.
    4. Sessions will last a maximum of four (4) hours
    5. Client will be responsible for coordinating attendees and will provide facilities in which to conduct training.



## D. Solution Design and Build

- i. **Objective:** Configure the solution to Client specifications through the use of Focus Groups.
- ii. **Deliverable(s):**
  - a. Solution Specification
  - b. Focus Group
  - c. Configured UIT Environment
- iii. **Key Tasks:**
  - a. **Contract Director Implementation**
    1. **Business Scenario Creation and Management**
      - a. SciQuest will provide a standard list of business scenarios for Client review.
      - b. SciQuest will work with the Client to develop an initial list of business scenarios based on the standard in preparation for Focus Group 1.
      - c. Scenarios will be updated to reflect outcomes of the Focus Groups
    2. **Focus Group Execution**
      - a. Two focus group events will be conducted:
        - i. Focus Group 1
        - ii. End-to-End Focus Group
    3. **Solution Log Development and Management**
    4. **Configuration Sessions**
      - a. Regular solution configuration sessions
      - b. Sessions typically conducted within a one-week span
      - c. Sessions conducted remotely
    5. **Configuration Details.** SciQuest will perform the core configurations of the Solution. The Client may choose to perform additional configurations on its own once the appropriate training has been provided by SciQuest. Configurations that may impact integrations or workflow configuration will require SciQuest involvement and will be handled via the Change Control Process defined in Section 6.
      - a. CONTRACT DIRECTOR Configuration Details
        - i. one (1) organization unit, which represent the business entity using the Solution
        - ii. Up to ten (10) user roles
        - iii. Up to ten (10) contract types, which are used to group like-purposed contracts
        - iv. Up to thirty (30) contract user defined fields (UDFs). SciQuest to enable these fields such that they are accessible by the Client for creating reports.
        - v. Up to two (2) contract headers, which are used to enter standard information for the assigned contract type
        - vi. Up to two (2) access groups, including one for standard contracts and one for confidential contracts
        - vii. Up to ten (10) approval and notification (workflow) steps
        - viii. Up to two (2) basic contract templates, including one amendment template. One basic contract template includes the following:
          1. Up to 15 pages in length

2. Up to 10 placeholders using standard placeholders or pre-defined user fields. No other advanced features are included in the basic template creation.
3. One (1) signature block
4. Formatting of the word document template and template document structure.

6. **Key Master Data**

- a. SciQuest to perform a one-time data load of the following Key Master Data:
  - i. Suppliers
  - ii. Contracts (Up to 1,000)
  - iii. Users

7. **Solution Specification.** SciQuest will develop Solution Specification documents that include:

- a. Business Scenario Document.
- b. Solution Log
- c. Integration Specification (if applicable)

8. **Solution Specification Review and Adjustments.**

- a. Client will review the Solution Specification documents and advise SciQuest in writing of any requested adjustments, as described in the Acceptance Process of the this SOW.
- b. SciQuest will conduct a teleconference to review the Solution Specification documents and requested adjustments.
- c. SciQuest will adjust the Solution Specification documents in accordance with as described in the Acceptance Process of this SOW for Client’s approval of the revised Solution Specification documents.
- d. The Solution Specification documents are considered accepted upon receipt of a signed Deliverable Acceptance Form (Appendix B), which shall not be unreasonably withheld (“Solution Specification Acceptance”).

**E. Integration Design and Build**

- i. **Objective:** To integrate the Client’s Solution within their organization’s network of applications.
- ii. **Deliverable(s):**
  - a. Integration Enabled on UIT Environment (per details below)
- iii. **Key Tasks:**
  - a. Facilitate the design of the integration
  - b. Develop an integration specification
  - c. Provide confirmation on the functionality during testing
  - d. Support during integration testing and issue resolution
  - e. Migrate integration points between SciQuest environments
  - f. **Integration Points.** The integrations included as part of this Project include the following:

Integration and Release	System	Integration Approach	SciQuest Responsibilities	Client Responsibilities
<b>Electronic Signature Integration</b>	<b>DocuSign or EchoSign</b>	<b>Standard eSignature Integration</b>	Configure the standard SciQuest DocuSign or EchoSign Integration Provide support during	Provide resources to test the integration.

Integration and Release	System	Integration Approach	SciQuest Responsibilities	Client Responsibilities
			integration testing and issue resolution	
<b>Single Sign-on</b>	<b>Client System</b>	<b>Standard Single Sign-on</b>	Configure standard Single Sign-on authentication integration using standard specifications defined by SciQuest	Configure or provide capability in Client system to integrate to SciQuest via standard Single Sign-on authentication
<b>Contract Export</b>	<b>Client System</b>	<b>Integration as a Service</b>	Configure SciQuest to export the contract information. Develop a mapping and validation service that will convert the SciQuest message into a mutually agreed upon file format	Develop an import of the contract message into the Client system. Work with SciQuest to determine the mutually agreed upon file format.

**F. Solution Validation**

- i. **Objective:** Support Client in the testing and validation of their solution on UIT environment.
- ii. **Deliverables:**
  - a. Production Cutover Plan (does not apply to all modules)
  - b. Initial Production Build
  - c. Solution Validation Kickoff
- iii. **Key Tasks:**
  - a. **Solution Validation Testing Kickoff.** SciQuest will conduct a Solution validation testing kickoff meeting to accomplish the following:
    - 1. Ensure client is properly prepared to begin System Testing, including creation of test scripts and expected results.
    - 2. Gain alignment with the test plan and key activities with the participants.
  - b. **Solution Validation Testing.**
    - 1. Client will lead Solution validation testing.
    - 2. New or modified business requirements will be addressed via the Change Control Process.
  - c. **Production Cutover Plan.** SciQuest will work with the Client to develop a production cut over plan.
  - d. **Configuration of the Solution in Production.** SciQuest will configure the initial Production Environment based on final UIT Environment configurations and Solution Specification.

**G. Solution Activation in Production**

- i. **Objective:** Support Client in the testing and validation of their migrated solution on PROD Environment.
- ii. **Deliverables:**
  - a. Configured Production Environment
  - b. Solution Acceptance
  - c. Production-ready Solution in PROD Environment
- iii. **Key Tasks:**

- a. **Solution Activation.** SciQuest will activate the Client's Test environment with the standard configuration and Configuration Details listed in this SOW.
  1. SciQuest will configure Client's production instance of the Solution, per the Solution Specification documents and adjustments made during UAT.
- b. **User Acceptance Testing (UAT).** UAT will follow the following guidelines:
  1. Client personnel will conduct the testing at Client site;
  2. Client will validate the non-transactional business scenarios.
  3. Client will produce a consolidated list of required adjustments at the conclusion of UAT; and
  4. any software errors will be handled in accordance with the MSA.
- c. **UAT Adjustment.** Client and SciQuest will jointly review requested UAT adjustments and mutually agree on those that are within the scope of the Project budget and the Solution Specification. Any requests for adjustments outside the scope of the Solution Specification will require a change authorization.
- d. **Configuration of the Solution in Production.**
  1. SciQuest will configure the Production instance as per the Solution Specification and adjustments made during UAT.
- e. **Solution Acceptance.** Upon Solution Acceptance, client shall have full access to the Solution in the Production environment. "Solution Acceptance" requires Client's formal acceptance of the deliverable(s) below via a signed Deliverable Acceptance Form (Appendix B), which Client shall not unreasonably withhold.
  1. **Configuration and Deployment.** SciQuest has enabled Client's Production Environment according to the Solution Specification documents.
  2. **UAT and UAT Adjustments Complete.** Client has completed UAT, and SciQuest has completed any documented, in-scope adjustments to the Solution and has resolved all Severity 1 issues according to the procedures outlined in this SOW.Alternatively, the carrying out of production transactions will constitute acceptance.
- f. **UAT and UAT Adjustments Complete.** Client has completed UAT, and SciQuest has completed any documented, in-scope adjustments to the Solution and has resolved all Severity 1 issues according to the procedures outlined in this SOW.
- g. **Final Production Testing.** Once the production instance is activated, Client will conduct live transactions in order to validate the overall process. Final Production testing will adhere to the following guidelines:
  1. Client will define a list of live contracts to be created in production prior to Final Production Testing. Alternatively, if a live contract is not available, SciQuest and the Client will mutually agree upon a sample to be used for Final Production Testing and;
  2. SciQuest will provide a total of 10 consecutive business days of post-production activation support. This duration will become effective from the point the production instance is activated for live production testing.

## H. Project Close Out

- i. **Objective:** Transition Client to SciQuest Customer Support for on-going production support.
- ii. **Deliverables:**
  - a. Access to the SciQuest Customer Support portal
- iii. **Key Tasks:**
  - a. **Transition to Customer Support.** SciQuest will transition the Client to customer support upon completion of Final Production Testing as defined above. The transition to customer support will follow these guidelines:

1. SciQuest will conduct an internal transition to customer support of all Project information and outstanding issues.
2. SciQuest will conduct a Client transition conference call that includes Client Project team, SciQuest Project team and SciQuest customer support.
3. SciQuest customer support will provide the URL and login information for the SciQuest Customer Support portal.

## 6. Project Operating Procedures

- A. **Acceptance Process.** Client will review any work product or Deliverable requiring explicit acceptance within fifteen (15) business days of delivery and will document required adjustments. If SciQuest does not receive notice within the defined period, each work product will be considered accepted. Within fifteen (15) business days, SciQuest will provide a revised work product that incorporates the agreed adjustments (“Acceptance Process”). In the event that Client does not accept the revised work product, the Client shall provide to SciQuest a written notice detailing the reasons for rejection of the failure to meet the acceptance criteria. At this point, the parties may agree to repeat this review-and-acceptance process one additional time. If disputes remain after repeating the Acceptance Process as set forth herein, the Project team will refer these to SciQuest’s and the Client’s executive teams for resolution.
- B. **Change Control Process.** SciQuest Projects follow a standard Change Control Process. “Change Control Process” shall mean that, if during the course of a Project, a scope change is identified; the SciQuest Project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the SciQuest Project manager reviews the change with the Client Project manager. Scope changes are defined as any modification to the agreed scope of a Project, including but not limited to requirements outside of the Solution Specification, additional software applications, configuration changes, Project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other Project Deliverables and therefore require sign-off from the Client Project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the Client Project manager and the SciQuest Project manager.
- C. **Work Location.** Unless otherwise specified, SciQuest will perform all remote work at a location to be determined at its sole discretion.

## 7. Project Investment

The following section outlines the required investment for SciQuest Professional Services team to deliver the Solution.

- A. **Investment Summary.** The table below summarizes Client’s fixed-price cost to deliver the Solution.

Professional Services Investment Summary

Item	Investment
SciQuest Professional Services	\$69,223.00
Travel and Administrative Expenses Estimate	\$14,000.00*

\*All Travel and Administrative charges invoiced back to Client will include all applicable receipts. Any travel expenses in excess of the total amount indicated above must be pre-approved in writing by Client.

- B. **Payment Schedule.** The SciQuest Professional Services investment is a fixed-fee for the scope of this SOW and will be invoiced on the schedule shown in the table below. Costs not included in the estimated fee, such as agreed change orders, agreed purchase orders, and travel and other expenses will be billed on a monthly basis. Any Services Milestones not attained by 52 weeks after effective date of SOW shall be immediately due and payable.

Project Payment Schedule

Payment Milestones	Amount	Payment Schedule
<b>Mobilization Fee</b>	<b>\$20,767.00</b>	<b>Due upon the Effective Date of the SOW to engage and retain Project team.</b>
<b>Focus Group 1</b>	<b>\$20,766.00</b>	<b>Due upon completion of Focus Group 1 as defined in this SOW.</b>
<b>Solution Validation Testing Kickoff</b>	<b>\$10,384.00</b>	<b>Due upon Solution Validation Testing Kickoff as defined in this SOW.</b>
<b>Solution Acceptance</b>	<b>\$17,306.00</b>	<b>Due upon Solution Acceptance, as defined in this SOW.</b>

- C. **Purchase Order Requirement.** In the event Client’s business practices require that Client issue a purchase order number be issued prior to payment of any SciQuest invoices issued under this Exhibit, then such purchase order number must be entered below. Client’s execution and return of this Exhibit to SciQuest without designating a purchase order number shall be deemed Client’s acknowledgement that no purchase order is required for payment of invoices hereunder. PO # \_\_\_\_\_.

**8. Acceptance**

**IN WITNESS WHEREOF, each party hereto has caused this SOW to be executed by its duly authorized representative.**

South Orange County Community College District	SciQuest, INC.
<b>By:</b>	<b>By:</b>
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

## Appendix A: Definitions

Below are general definitions for SciQuest projects. Only terms used in the SOW apply.

- D. **Project** – Client Solution implementation
- E. **Solution** – The SciQuest Applications acquired by Client pursuant to the Order Form.
- F. **Services** – The professional services provided by SciQuest during the Project.
- G. **Deliverable** - Those items and services to be delivered under the SOW by SciQuest.
- H. **Sprint Plan** –This document outlines the timeline and key activities for the Project implementation, typically in two-week work allocations.
- I. **Basecamp** – An online Project collaboration tool that enables the ability to monitor and manage Project activity, milestones, tasks, documents and communications.
- J. **Prototype Solution** – This represents the initial configuration of the Solution, which is presented to the Client during the Elaborate phase of the project.
- K. **Focus Groups** – This represents one or more event in the Project in which business scenarios are presented to the client and business requirements gathered to enable Solution configuration.
- L. **Business Scenario** – A business process that defines a task required to achieve a specific business objective by role.
- M. **Business Scenario Document** - a set of Client business scenarios that identifies the Client’s proposed requirements.
- N. **Solution Log** - The list of configuration changes, training considerations and process considerations requested by Client to the prototype solution presented during the Focus Group(s). The Solution Log will define the considerations and both in-scope and out-of-scope requests.
- O. **Integration Specification** - The functional specifications for any required integration with the Solution. NOTE: This is only applicable if there are integrations as part of the Project.
- P. **Solution Specification** – The implementation requirements consisting of the Solution Log, Business Scenario Document, and Integration Specification (if applicable).
- Q. **Environment** – Represents use of SciQuest Applications through a unique URL, intended for a customer’s testing, training, or production use.
  - i. **Test Environment (“Test”)** – An environment used for initial configuration and testing during the Project and is available to the Client on an ongoing basis post production.
  - ii. **Training Environment**– An environment used for Solution training and end-user rollout. This environment is typically configured post-validation and is available to the Client on an ongoing basis post production.
  - iii. **Production Environment** – A separate environment used to conduct all production transactions.
- R. **System Testing** – In this first testing cycle, the solution is validated as a whole, from log-in to log-out, including fully configured integrations (if applicable). This is also called end-to-end testing and requires adequate planning and resources from the client.
- S. **User Acceptance Testing (“UAT”)** – In this final phase of testing, the Client performs testing in the Production environment with involvement from the user community. UAT is the responsibility of the Client. That
- T. **Key Master Data** – This is the data set that includes entities such as suppliers, users, and contracts.
- U. **Integration** –Integrations are application interfaces between the Solution and the Client’s internal systems. There are several integration approaches that can be included as part of a project, including:

- i. **SciQuest Standard XML** – This approach involves the Client converting the business documents from and to the SciQuest defined XML standard using the Client selected technology. This approach requires that the Client can send and receive SciQuest defined XML documents via HTTPS post.
  - ii. **Integration as a Service** – This refers to the middleware solution used to perform the interface mapping and validation. This approach involves the Client utilizing the middleware infrastructure hosted by SciQuest. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.
  - iii. **SciQuest Integration Kit** – This approach involves the Client implementing SciQuest middleware on servers inside the Client environment/firewall. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.
- V. **Task-Based eLearning** – Pre-recorded multimedia videos typically accessed through the web. Videos focus on a specific task, typically end-user or administrator, and are typically three minutes or less. These are created using Adobe Captivate.
- W. **eLearning Lessons / Videos** - Pre-recorded multimedia videos typically accessed through the web. These videos are typically ten minutes long, and provide a combination of instructional tasks layered with business process guidance. These are created using Adobe Captivate.
- X. **Production Transactions.** This is the loading, processing, or exchange of either reference data or process transactions in the PROD Environment in support of Client’s business processes.



## Appendix B: SAMPLE SciQuest Deliverable Acceptance Form

Client:	<<Client Name>>
Client Project Manager	<<Client Project Manager Name>>
Project Name:	<<Project Name>>
Project Number:	<<SciQuest Project Number>>
Deliverable:	<b>Solution Acceptance</b>

### Signatures

The Deliverables listed above are formally accepted by Client.

<b>Client Signature</b>	<b>Date Accepted</b>
<b>Client Name and Title (Printed)</b>	<b>Date Signed</b>
<b>SciQuest, Inc. Signature</b>	<b>Date Accepted</b>
<b>SciQuest, Inc. Name and Title (Printed)</b>	<b>Date Signed</b>

**ORDER FORM**

**Client:** South Orange County Community College District

**Order Form Information**

**Subscription Term Start Date:** 5/22/2015  
**Subscription Term End Date:** 5/21/2020  
**Scope of Access:** Client Only  
**Billing Frequency:** Annual  
**Payment Terms:** Net 30  
**Currency:** USD

**Billing Contact Information**

**Name:** Debra Fitzsimons  
**Address:** 28000 Marguerite Parkway  
 Mission Viejo CA 92692-3697  
**Email:** dfitzsimons@socccd.edu  
**Phone:** (949) 582-4665

**Offer Valid Through:** 5/28/2015

**Proposed By:** Andy Higgins

**Quote No:** 00001590

SciQuest Applications	Quantity
ERP Integration as a Service (IaaS)	1.00
Contract Director - Tier Based Pricing	1.00

<b>Annual Subscription Fee</b>	\$49,400.00
--------------------------------	-------------

**Terms and Conditions.** The initial annual Subscription Fees shall be invoiced on the Subscription Term Start Date and shall be due each anniversary thereafter during Subscription Term (See Special Terms and Conditions for any nonstandard payment terms). This Order Form incorporates by reference the Master Subscription Agreement, which may be viewed at [www.sciquest.com/contracts](http://www.sciquest.com/contracts) and all amendments and addenda thereto (the "Agreement"). Upon signature by Client, this Order Form shall become legally binding, unless this Order Form is rejected by SciQuest. SciQuest may reject this Order Form if changes have been made to this Order Form. SciQuest's Pricing is SciQuest Confidential and is provided to Client solely to enable Client to evaluate and conduct any business with SciQuest.

**Special Terms and Conditions.** *The following terms applicable to this Order Form ("Special Terms and Conditions") amend and supersede those portions of any section of this Order Form that deal with the subject matter as provided for below. In addition, in the event of a conflict between these Special Terms and Conditions and the terms contained in a prior order form, addendum or other document mutually signed by the parties, these Special Terms and Conditions shall control:*

**Purchase Order Information.** Is a Purchase Order required for the purchase or payment of the Subscriptions on this Order Form?

Yes. If yes, please enter PO number: \_\_\_\_\_

No.

**ORDER FORM**

**Client:** South Orange County Community College District

<b>Client</b>	<b>SciQuest, Inc.</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.22

DATE: 8/24/15

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract for BPA Facilitation Services, Strata Information Group (SIG)

**ACTION:** Approval

---

### **BACKGROUND**

The district has entered into a Strategic Influencer agreement with Workday to provide design input for a new student system which is currently estimated to be available in 2017. It will be very useful prior to the Workday transition to perform a district-wide comprehensive Business Process Analysis (BPA) of all the student service areas that will be using the new student system, such as financial aid, applications and transcripts. The intent is to analyze and review current processes and workflows and avoid replicating inefficient business processes in the configuration of the new system. This was the process that was successfully used for the Workday HCM/Financial systems and the information that came out of the BPA sessions was critical to that successful implementation.

Strata Information Group (SIG) provides these services and is familiar with District IT's development efforts in the Student Information System (SIS).

### **STATUS**

District IT is proposing that SIG facilitate a series of comprehensive BPA sessions to the district for student services functions.

The professional fees for these services will be based on time spent at a rate of \$160 per hour in an amount not to exceed \$146,800 (EXHIBIT A).

Funding for these facilitation services is provided by the basic aid project allocation approved at the June 2015 board meeting.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement with Strata Information Group (EXHIBIT A) for an amount not to exceed \$146,800.

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



**Proposal for Services  
Strata Information Group  
July 9, 2015**

**General Information:**

**Client Name:** South Orange County Community College District  
**Client Representative:** Dr. Debra Fitzsimons  
**Strata Representative:** Henry A. Eimstad  
**Project Name:** Student Services BPA  
**Other Contractual Information:** n/a  
**Description of Work:** SOCCCD has requested assistance with facilitating a series of BPA workshops on student-related processes.

**Proposed Services:**

Tasks	Hours
Functional and technical consulting • Student-related BPA workshops	608 - 880
<b>Total Hours Range:</b>	<b>608 - 880</b>

**Summary of Estimated Costs:**

Item	Rate	Amount	Cost Range
Labor Travel Expenses (estimated)	\$160	608 - 880	\$97,280 - \$140,800 \$3,000 - \$6,000
<b>Total Cost Range:</b>			<b>\$100,280 - \$146,800</b>

**Notes:**

- SIG will invoice only for the consulting hours actually used.
- Costs exclude all state taxes, if applicable.
- These services are subject to change depending on SOCCCD's priorities, needs, and availability of staff and systems.

**Detailed Tasks:**

Facilitate BPA Workshops focused on the following student related processes

Services	Hours
Class scheduling and instructional staffing	40 - 60
Application	32 - 40
Matriculation	40 - 60
Academic Planning/degree audit	40 - 60
Counseling services	32 - 40
Core records	40 - 60
Registration	40 - 60
Financial aid and student accounts	40 - 60
Faculty services and grade collection	32 - 40
Transcripts	40 - 60
Awards management	32 - 40
DSPS	40 - 60
EOPS	40 - 60
Student engagement/Sherpa	40 - 60
Data warehouse/management reporting/state reporting	40 - 60
Student outreach and development	40 - 60
<b>Total Hours:</b>	<b>608 - 880</b>

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into this 25th day of August, 2015 between:

**South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, California 92692-3635  
Telephone (949) 582-4664**

hereinafter called DISTRICT, and

Strata Information Group  
3935 Harney Street, Suite 203  
San Diego, Ca 92110  
(619) 296-0170

hereinafter called CONTRACTOR.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be effective from 09/01/2015 to 08/31/2016 and may be modified by mutual agreement of the parties. The DISTRICT shall have the discretion to terminate this contract by providing CONTRACTOR 30 days prior written notice.

The CONTRACTOR shall, at times and places designated by it and acceptable to the DISTRICT perform the following services: Provide consulting services to facilitate a series of Business Process Analysis (BPA) workshops focusing on student-related processes per attached Proposal for Services

2. The DISTRICT shall pay the CONTRACTOR **\$160.00** per hour, not to exceed **\$140,800**. The DISTRICT will pay travel expenses not to exceed **\$6,000**. The total contract amount will not exceed **\$146,800** (including expenses). Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by IT Directors, Jim Gaston or Jim Phaneuf, payment will be made.
3. The DISTRICT shall not be liable to the CONTRACTOR for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
4. While performing service hereunder, the CONTRACTOR is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
5. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

**Contractor**

**South Orange County Community College District**

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

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

By: Henry Eimstad

By: Dr. Debra L. Fitzsimons

Title: Founder/Owner

Title: Vice Chancellor, Business Services

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

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

Contact Person: Henry Eimstad 619-296-0170

District Contact Person: Jim Gaston 949-582-4336

**Workday Implementation Project  
Consolidated Workday Activities  
South Orange County Community College District  
February 2014 - May 2016**

February, 2014 - April, 2014

- Facilities Preparation - set up Village 4 for collaborative meetings, office space, training, and testing
- Development of Project SharePoint Site - used for Management of project, document sharing, scheduling, etc.
- Development of the Project Charter - overall charter for the project
- Project Planning - development of overall project plan for Workday HCM and Financials
- HCM Workday Training Sessions - HCM Fundamentals and Time Tracking
- Initiation of Business Process Innovation - set up to ensure that results of Business Process Analysis are used as a guideline in all phases of the project
- HCM Initial Design and Integration Activities - initial design of HCM core components and high-level definition of required integrations.
- Planning for College Open Houses and Flex Week to be held in June, 2016
- Data Extract for and Activation of the Initial Workday Prototype - data extracted from the legacy SOCCCD systems to be converted to Workday HCM

May, 2014 - July, 2014

- Business Process Innovation checklist developed - used at the beginning of each design session.
- Project Plan and Charter - approved by Workday Delivery Assurance and activated.
- HCM Workday Business Process Design - all design was completed in early June, and reviewed in a two-day session in mid-June.
- College Open Houses held in June, one at each college. Both were well attended and well received. Faculty Open Houses to be held in August are in the planning stage.
- Continued Development of the Initial Workday Prototype - used as a testing environment and to validate outcomes of business process design.
- Initial Development of the Second Workday Prototype - will include more complete conversion data, and will be used for review sessions with a wider SOCCCD audience.
- Enhancements of Project SharePoint Site - improvements in calendaring and task management.
- Identification of Training and Testing Leads - completed interviews of candidates, and began onboarding.
- Development of a Communication plan for the project, including the formation of a Communication team that will meet on a regular basis.
- HCM Integration Design and Development - significant progress in detail design specifications for integrations between Workday and external systems.
- HCM Report Design and Development - developed and reviewed an inventory of reports, and SOCCCD staff attended Workday report training.

August, 2014 - October, 2014

- Financial Project Planning - detail timeline developed, Workday training sessions scheduled.
- Continued Development of HCM Workday Prototypes - continued refining and testing data in the second prototype, and created the third and final testing prototype.
- HCM Workday Configuration and Business Process Reviews - second round of configuration and business process reviews held in August.
- Communication Planning - finalized comprehensive communication plan.
- Faculty Open Houses - held during the August Flex Week at both colleges.
- Integration Design and Development - specifications for all integrations completed, and development underway.
- Report Design and Development - development is continuing, including sessions for knowledge transfer to SOCCCD staff.
- Testing Planning - developed highly detailed test plan, including over 500 scenarios.
- Training Kickoff - kickoff meeting held for the training team, which includes representatives from the colleges and district office.

- Enhancements of Project SharePoint Site - the site was reconfigured to prepare for Financials implementation.
- Finance Activities - four-day Workday training session onsite, formation of the core implementation team, and kickoff meeting held with SCI consultants.
- HCM Business Process Reviews - final round of reviews held in October.
- Communication and Training - presentation to district committees, creation of a user-centered SharePoint website, development of a newsletter, and initial creation of training materials.
- HCM Testing - initial round of detailed business process testing by core project team and district HR staff.
- Grants Business Process Analysis - three-day BPA session held, which will provide the basis for design and configuration in Workday.
- Initial Finance Design Session - system overview and Financial Data Model (FDM) design.
- Finance Implementation Plan - detailed implementation plan developed with additional checkpoints.

#### November, 2014 - February, 2015

- Workday Rising Conference - several members of the implementation teams and key staff attended this informative conference in November.
- Finance Design Sessions - Accounting and Budgeting, Business Assets, FDM review, Projects and Banking, Purchasing, Grants, Accounts Receivable, Endowments, Accounts Payable, and Expense design sessions were completed. Follow-up "workstream" meetings were held on an ongoing basis.
- Finance Workday Training - 3-day Procure-to-Pay training held in November. 3-day Grants training held in December.
- Finance Implementation Plan - detailed plan developed and reviewed, including checkpoints.
- HCM Testing - system testing completed in November, final user testing completed in December.
- Communication and Training - SharePoint website completed, reviewed, and approved, and the site was made available to all users. The training plan was finalized, and training began in January to continue into February.
- HCM Integration Design and Development - development completed, and in final testing, with the exception of the payroll integration. Due to complexity of this integration, go-live has been delayed.
- HCM Report Design and Development - on target for completion by go-live.
- HCM Gold Data Migration - final migration of legacy data was completed over the holiday break in December.
- HCM Go-Live - the HCM system went live in two phases - one in January for back-office staff to enter "catch-up" transactions, and for all users in early February.
- Finance Initial Tenant Design Review Sessions - initial demonstration of the configuration and business processes defined during the design sessions.
- Finance Data Extract - extracted data from the Finance legacy system in preparation for load into Workday.
- Finance Report Development - completed an initial inventory of required reports, and began development of an estimate of the effort required.
- HCM Workday 24 Upgrade - preview of the bi-annual Workday upgrade began in February.

#### March, 2015 - July, 2015

- HCM Residual Tasks - several "tweaks" to HCM were made following go-live in March and April.
- HCM Training - "brown bag" lunch sessions established beginning in April.
- HCM Workday 24 Upgrade - implemented during March, including several new features.
- HCM Payroll Integration - in development, targeted for July 1.
- Finance Data Validation - data from the legacy system was loaded and validated in Workday in the second prototype in March. After the review, data was loaded and validated into the third prototype in April.
- Finance Design Review Sessions - initial review sessions held in March, and final sessions held in April.
- Workday Governance - began discussions on ongoing governance of Workday.
- Finance Go-Live Planning - detailed and careful planning sessions were held to prepare for Finance go-live on July 1, including the impact on HCM due to implementation of the Financial Data Model.
- Finance Testing - multiple rounds of comprehensive test sessions were held over several weeks in May and June.
- Finance Go-Live - Workday Finance successfully went live on July 1 with all modules.



- Training and Communications - training manuals and job aids were created, and hands-on training provided. Multiple communications delivered according to the communication plan.

August, 2015 - December, 2015

- Workday Rising Conference - several members of the implementation teams and key staff attended this informative conference in October.
- Finance Report Development - continued with developing Financial reports. Engaged a Workday consultant to assist.
- Payroll Integration - continued to discover complexities with this integration, so implementation has been delayed.
- Workday 25 Upgrade - successfully completed upgrade of HCM and Finance Workday systems in August/September timeframe. Implemented several new features, particularly in the user interface.
- Tidemark Budgeting system - began design and implementation of districtwide budgeting system, including integration with Workday HCM.
- SciQuest Contract Management system - held initial design and training sessions, but delayed implementation until summer of 2016.

January, 2016 - May, 2016

- Finance Report Development - Workday consultant completed work begun by SCI, and developed several new reports that were deployed. SOCCCD staff was trained to continue support of reports.
- Payroll Integration - a portion of the integration was successfully deployed. The remainder has been postponed until Time Tracking is implemented in Workday.
- Time Tracking - pilot group was created and plan developed for go-live in July. However, several issues surfaced, so a new plan is in the process of being developed.
- Workday 26 Upgrade - successfully completed upgrade of HCM and Finance Workday systems in February/March timeframe. Implemented several new features.
- Tidemark Budgeting system - the budgeting system development was completed, and go-live took place in early March.
- SciQuest Contract Management system - schedule for implementation being developed, contingent on district resources and staffing of new positions.

## HR Activities since July 2015

July 2015

- 25 custom reports
- Roll out Performance Evaluations for Managers/Administrators
- Transition off of old HR system (CHRMS)
- Major changes to Business Processes:

Emp Type/BP	Hire	Add Job	Change Job	Edit Position	Termination
PTF	Done	Done	Done	Done	Jul-15
NBU	Done	Done	Done	Done	Jul-15
CSEA	Aug-15	N/A	Done	Jul-15	Jul-15
FT Faculty	Aug-15	Aug-15	Done	Aug-15	Jul-15
Manager	Sep-15	N/A	Done	Aug-15	Jul-15
Administrator	Sep-15	N/A	Done	Aug-15	Jul-15
POA	Sep-15	N/A	Done	Aug-15	Jul-15

August 2015

- >10 additional reports
- Performance Evaluations for Managers/Administrators training

- Step Increase EIB for FTF
- Cleanup of data for Payroll Integration (>3000 data elements affected)
- Major changes to Business Processes:

Emp Type/BP	Hire	Add Job	Change Job	Edit Position	Termination
PTF	Done	Done	Done	Done	Sept-15
NBU	Done	Done	Done	Done	Sept-15
CSEA	Aug-15	N/A	Done	Aug-15	Sept-15
FT Faculty	Aug-15	Aug-15	Done	Aug-15	Sept-15
Manager	Sep-15	N/A	Done	Aug-15	Sept-15
Administrator	Sep-15	N/A	Done	Aug-15	Sept-15
POA	Sep-15	N/A	Done	Aug-15	Sept-15

September 2015

- Rework Add Job, Change Job, Hire to accommodate Assign Costing Allocation
- Additional Training opportunities for Managers and support staff
- Step Increase EIB for PTF
- Continue Cleanup of Data affecting payroll
- Training on Recruiting Fundamentals
- Major changes to Business Processes:

Emp Type/BP	Hire	Add Job	Change Job	Edit Position	Termination
PTF	Done**	Done**	Done**	Done	Sept-15
NBU	Done**	Done**	Done**	Done	Sept-15
CSEA	Sep-15	N/A	Done**	Sep-15	Sept-15
FT Faculty	Sep-15	Aug-15	Done**	Sep-15	Sept-15
Manager	Sep-15	N/A	Done**	Sep-15	Sept-15
Administrator	Sep-15	N/A	Done**	Sep-15	Sept-15
POA	Sep-15	N/A	Done**	Sep-15	Sept-15

\*\* Significant changes due to the addition of Assign Costing Allocation.

October 2015

- Workday Rising
- Additional Training opportunities for Managers and support staff
- End User meetings with Senior Administrative Assistants
- EIB for Part-time Faculty LHE
- Continue Cleanup of Data affecting payroll
- Major changes to Business Processes:

Emp Type/BP	Hire	Add Job	Change Job	Edit Position	Termination
PTF	Done**	Done**	Done**	Done	Oct-15
NBU	Done**	Done**	Done**	Done	Oct-15
CSEA	Oct -15	N/A	Done**	Done	Oct -15
FT Faculty	Nov -15	Done**	Done**	Done	Oct -15
Manager	Nov -15	N/A	Done**	Done	Oct -15
Administrator	Nov -15	N/A	Done**	Done	Oct -15
POA	Oct -15	N/A	Done**	Done	Oct -15

\*\* Significant changes due to the addition of Assign Costing Allocation.

November 2015 – February 2016

- Implement changes for the New Full-time Faculty Agreement.
- New Compensation for Academic Administrators and Classified Administrators/Managers.
- Supervisory Organization Cleanup and restructuring.
- Transition Full-time Faculty Job Requisition process from PeopleAdmin to Workday.
- Part-time Faculty Agreements all managed through Workday.
- Reports for Performance Review dates.
- Major Changes to Business Processes:

Emp Type/BP	Hire	Add Job	Change Job	Edit Position	Termination
PTF	Done**	Done**	Done**	Done	Oct-15
NBU	Done**	Done**	Done**	Done	Oct-15
CSEA	Oct -15	N/A	Done**	Done	Oct -15
FT Faculty	Nov -15	Done**	Done**	Done	Oct -15
Manager	Nov -15	N/A	Done**	Done	Oct -15
Administrator	Nov -15	N/A	Done**	Done	Oct -15
POA	Oct -15	N/A	Done**	Done	Oct -15

March 2016

- Workday 26 upgrade.
- Finish Supervisory Organization cleanup.
- New Job Profiles for Faculty Additional Duties.
- Redesign of Add Additional Job Business Process.
- Created a set of reports and worklet for Faculty Association.
- Created a set of reports and worklet for Deans (currently being tested by Kevin O'Connor).
- Contract for i-Sight Investigation software.
- Loaded 14,000+ Former Worker records.

April 2016

- OneSource health check.
- Configure Academic Faculty functionality (in-process).
- Added reports for Faculty Association.
- Bug fixes for Create Job Requisition.

**Finance**

- All modules went live 7/1/15 – Accounting, Budgeting, Business Assets, Banking, Projects, Purchasing, Expenses, Grants, Accounts Receivable, Endowments and Expenses.
- System design during spring 2015 including sessions for initial design, multiple reviews, testing, and user acceptance. Attendees included district services, college fiscal offices, and college departments
- Reports were developed after go-live. The first financial report was available in January, 2016. Since that time, many other reports have been development and released to report data in different formats including financial transactions and account balances.
- Adjustments to business processes are made as improvements are identified or new features are available.
- Reports continue to be developed as resources are available.

**Payroll**

Absence Reporting and Benefits went live January, 2015.

County payroll interface for new hires and demographic information updates went live in January, 2016.

Time Tracking has been designed and has been through one session of pilot testing. The results are being reviewed for additional needed changes with the expectation of going live in spring 2017. The benefit design and configuration is being reviewed to improve the placement of employees and retirees into appropriate benefit groups. Once time tracking is fully implemented, the county interface for compensation will be completed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.3  
DATE: 10/26/15

TO: Board of Trustees  
FROM: Gary L. Poertner, Chancellor  
RE: SOCCCD: HR/Financial Software System (Workday) Project Update  
ACTION: Information

---

### **BACKGROUND**

Following a rigorous competitive procurement process and subsequent evaluation period, the board of trustees approved the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. and implementation partner CedarCrestone, (Sierra Cedar) on January 28, 2014. The project has now gone through the design, planning, and implementation stages.

### **STATUS**

This report is to provide an overview of the accomplishments, capabilities, training, and future plans for the HR/Financial Software System project.

#### **Human Resources System**

Since the implementation of the Human Capital Management (HCM) software system aspect of the project in February of 2015, several significant accomplishments have been made to the system, including:

- Significant improvements were made to the hire and onboarding business processes.
- The “add job”, “change job,” and “hire” processes were re-worked to accommodate costing allocation assignment based on the setup in the financials software system.
- A process was created to automatically do step increases for part-time faculty.
- The data that affects payroll has continued to be cleaned up.

There are several new capabilities in the HCM system which have been added to assist employees, which include:

- Capacity to view their organization chart.
- Easily change their personal information without having to fill out a form and send it via inter-office mail to HR.
- Electronically complete performance evaluations (currently for managers and administrators only).
- Future-date the employee’s absence accrual for all time types.
- View real-time absence accruals for all time types.
- Check the status of transactions and see comments from reviewers and approvers.
- Approvals are no longer tied to paper, so managers can approve remotely via the software’s mobile capabilities.
- Electronically initiate the hire process for non-bargaining unit employees and part-time faculty.

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

- Collect and display a complete history of all actions made on their employee record.
- View the employee's total compensation and benefits.

Additional capabilities for the HCM system are planned in the future, such as:

- Additional document security
- Part-time faculty job profiles
- Automate step Increases
- Academic unit configuration
- Committees configuration
- Implement recruiting software
- Interface to new budget management software
- Electronic time entry to replace manual timecards
- Faculty Agreement changes and COLA changes
- Former worker and previous system history

### Financial System

The financial system of the project, Workday Financials, went "live" on July 1, 2015. The implementation of all modules was successful, even though the team was working in a compressed timeframe. A significant amount of data from the Escape legacy financials system for vendors, open purchase orders, budget, prior year actuals, fixed assets, endowments, and grants was successfully converted to Workday. Over fifty financial reports were created for users and back-office staff.

Approvals for managers are now done digitally, with the added capacity to approve remotely via Workday's mobile application. Another mobile feature is the ability to create expense reports by taking a pictures of receipts and submitting the expense report using a smartphone or other mobile device.

As the system continues to evolve with added software release features, project budgets will be added along with more reports and the interface with the budget management software, Tidemark.

### Training

Employees are continually provided with a variety of training options to assist them with learning the new software environment and processes for HCM and financials, such as the following examples:

- Hands-on training provided for over 400 managers and staff.
- Training for recruiting fundamentals.
- Training manuals created for requisitions and expenses.
- Activity guides created for complicated processes including hiring, job changes, and performance evaluations.
- Training manuals, materials, and videos posted to the Workday Training and Communication site.
- Targeted demos conducted at various meetings including: departmental meetings, VPI Council meeting, DAM meeting, and Professional Development week at both campuses.
- Multiple job aids created and posted to the training website for critical business processes.
- Provided one-on-one drop-in training sessions for Administrative Assistants at both colleges.
- Scheduling makeup and follow-up hands-on training sessions.
- Additional training provided for managers and support staff, including weekly Brown Bag sessions.

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

**Report to the SOCCCD Board of Trustees for June 25, 2012  
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons**

***State Chancellor's Office Project Close out Procedures***

The Legislative Analyst Office requested audit-level evidence that the state match, provided for capital improvement funding, is spent at the district level as was originally approved. Though tracking methods have been in place for many years, additional measures for closing projects with the State Chancellor's office have been initiated. Documentation includes the following: a letter certifying close out, a copy of the project's Notice of Completion, specified copies from the Division of the State close out documentation, a comparative analysis on the original budget with actual expenditures, and a final list of all equipment actually purchased. These documents will be provided to the State Chancellor's office as attachments to the State Chancellor's Capital improvement website, FUSION.

***Business Process Analysis Sessions***

Business Process Analysis (BPA) sessions have been taking place for a month now. We have had a need to review our current business practices for many reasons: a) make them more efficient; b) make them more user-friendly; c) eliminate unnecessary steps to a process; d) eliminate duplication of effort and shadow systems; e) move to electronic processing from manual processing; f) use our staff resources better; g) model best practices, and h) improve services to the colleges and to faculty, staff, and students.

The ideal time for the district to do business process analysis is prior to identifying and procuring a new Human Resources/Financial Software System. This is because it is important to identify what we are doing currently, what our ideal practices would be, and then determine what our priorities are for a new system.

The Business Process Analysis sessions are assisting us with the first step to procuring a new integrated HR/Finance system which is to review our current practices and determine our needs for a new system. The first three Business Process Analysis sessions were for a) Hiring, b) Budget, and c) Travel Processes. The sessions were well attended by both colleges include a wide range of district faculty and staff. Feedback was that they were successful and much needed. Our current processes were documented and areas for improvement identified. The new ideal processes have been outlined and will be used to create "demonstration scripts" for the potential software vendors.

The remaining BPA sessions that will be completed by August are:

- Payroll and Time & Attendance
- Accounts Receivable, Cash Handling, Grants, and Auxiliaries
- Onboarding (processes from when an employee is hired to their first day /orientation)
- Purchasing and Accounts Payable

Once these are complete, we will proceed with the procurement process by issuing an RFP. Vendor demonstrations are planned for the fall and will lead to final vendor selection. We will incorporate what we learn from the Business Process Analysis sessions in implementing the new system and in our business practices both now and when full implementation occurs.

## Report to the SOCCCD Board of Trustees for June 25, 2012 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

### ***Irvine Valley College Life Sciences Project***

Irvine Valley College Life Science Building contractor, Edge Development (Edge) is in default. The following is a brief summary.

Edge mobilized one month after the district provided them with a Notice to Proceed (NTP), which is a significant impact on 14-month duration. This delay worsened from various causes including inadequate contractor management, subcontractor failure, and understaffing by subcontractors out of fear that the general contractor was going bankrupt.

In December, Edge changed management for a fourth time and declared the company was hoping to become a subsidiary of a larger Canadian firm. Edge paralleled this with a request to the Surety for financial support. The district responded with a Notice of Intent to Terminate, citing numerous project shortfalls that would need to improve in order for the contract to commence.

With the assistance of the Surety, Edge was able to make payments to subcontractors and vendors and for a few months, it appeared that the project might get back on track. That respite was short lived and from the periphery the deal with the Canadian firm appeared to lose traction. Staff followed the Notice of Intent to Terminate with confirmation that the project was considered in default. This project is one of eleven projects that have failed for Edge. The Surety is unraveling a colossal amount of paperwork involving subcontractor delay claims, stop notices (received by public agencies from vendors and subcontractors when the general does not make payment), and unresolved change orders. The Surety anticipates a replacement contractor coming on-board in August.

In the meantime, the surety is maintaining half of the management staff. The job has ground to a crawl but not a stop. District staff and district consultants are working toward closing as many open change orders as is possible in an effort to ease the upcoming transition. Negotiations have had a 50-60% success rate.

Past (smaller) projects that have gone to surety resulted in a six to seven month delay while awaiting a replacement contractor. This project will be slightly longer considering a December to August duration. However, a small percentage of work has continued in an effort to reduce the impact on project completion. The Facilities Report reports the scheduled finish as July 2012 and the projected finish at February 2013. Though previous take-over agreements have been negotiated with minimal liquidated damages, this project will require that we maximize liquidated damages to cover costs. Construction Management, Division of the State Architect, and testing services will all require extensions. Staff will bring recommendations regarding these extensions to the next Board meeting.

### ***State Chancellor's Office Projected Enrollments***

The State Chancellor's office is reviewing their approach to projecting enrollments. The current method, the Triage method, was intended for temporary use only and has been determined to project artificially high enrollments. Even with the escalated projections, enrollments were previously projected to decline in 2011-12 by 6.5%. When actual enrollments were provided, the State Chancellor's office determined enrollment to have declined by closer to 10%.

The new method, the Maximum Participation Rate (MPR) method, will result in more realistic projected enrollments. This method will also create greater stability for projections from one year to the next. The Legislative Analyst Office was concerned with the previous enrollment projections and has expressed initial support this revised approach. Though the projections are based on demand (versus actual), they are considered defensible. This issue is important because enrollment projections are used to evaluate capital load ratios which determine funding eligibility.



Report to the SOCCCD Board of Trustees for April 28, 2014  
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

**Workday Implementation Project Summary Overview for the Period of 02/03/14 – 04/25/14**

**1. Overview:**

The following is a summary of major activities for the HR/Financial System Software Project (Workday) Implementation, for the period of February 3 through April 25, 2014:

- Facilities Preparation
- Development of Project SharePoint Site
- Development of the Project Charter
- Project Planning
- Workday Training Sessions
- Initiation of Business Process Innovation
- Initial Design and Integration Activities
- Planning for College Open Houses and Flex Week
- Data Extract for and Activation of the Initial Workday Prototype

See below for further detail regarding these activities.

**2. Major Activities:**

**Facilities Preparation**

Village 4 on the Saddleback College Campus was designated to be the facility to be used for the duration of the project for training, group meetings, office space for visiting consultants, and a collaborative work space for various project groups. The space was fully functional on schedule for the initial Workday Training, and has been invaluable in supporting the project thus far.

**Development of Project SharePoint Site**

A SharePoint site has been developed specific to the project, and has been key in facilitating communications involving documents and calendar items. Outside consultants, as well as SOCCCD staff, have access to the site to share session/meeting agendas and notes, as well as supporting documents. A full calendar of activities for the project is maintained on the site, including links to documents related to the events and participants. In addition, an Issue log and Risk log are maintained on the site. The SharePoint site is <https://sharepoint.socccd.edu/bs/WDImplementation/default.aspx> and can be accessed by internal SOCCCD employees from both colleges and district services.

**Development of the Project Charter**

The project charter is an important document that establishes the scope, objectives, and overall approach for the implementation of the Workday solution. The charter has been through several iterations of thoughtful review and updates, and is close to completion and signoff.

**Project Planning**

Planning for the project began in early February. A detailed project plan has been developed in collaboration with SOCCCD; the implementation partner, CedarCrestone (CCI); and Workday, and is in the final stages of approval and activation using an online project planning tool. A comprehensive project plan is essential to the coordination and success of the project, and the

## **Report to the SOCCCD Board of Trustees for April 28, 2014 Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons**

automated planning software will assist greatly in achieving that goal. One unfortunate outcome of this phase of the project was that the CCI Engagement Manager initially assigned to the project was not a good fit for SOCCCD, but CCI is in the process of addressing this situation.

### **Workday Training Sessions**

Two Workday training courses have been completed by key staff members who will be involved in the design and implementation of the Human Capital Management (HCM) module of Workday. HCM Fundamentals training, which provided an overview of the basic functionality of that module, was held onsite for four days in early March. In addition, Time Tracking training was attended by several staff in early April at Workday's Pleasanton facility. In both cases, the training and materials provided were very high quality.

### **Initiation of Business Process Innovation**

One of the most critical components of the implementation effort is the successful inclusion of Business Process innovation. The goal is to set the trajectory toward the ideal processes defined in the Business Process Analysis efforts that occurred in the 12-18 months preceding this new software project kickoff and that served as the basis for the selection of the Workday solution. SOCCCD, CCI, and SIG have jointly developed a definition of the guiding principles of BPI, and a strategy to ensure that they are applied to all phases of the project, from initial design through testing, training, and implementation.

### **Initial Design and Integration Activities**

Several sessions involving SOCCCD and CCI staff were held to begin the design and definition of the Integrations between Workday HCM, outside entities, and other SOCCCD systems. Outside entities include the OCDE payroll system, PeopleAdmin applicant management, and benefit providers. In addition, design sessions facilitated by CCI were held to define the core components of the Workday system specific to SOCCCD, including organizational structure, security, staffing models, employee data, and compensation.

### **Planning for College Open Houses and Flex Week**

A team consisting of SOCCCD staff (inclusive of the colleges), CCI consultants, and the Workday Customer Success Manager has been planning for two open houses to be held at each of the colleges. The open house for IVC will be held on June 17th, and for Saddleback on June 18th. In addition to a brief overview and introduction to the project, workstations will be set up to allow attendees to see various demos of the capabilities of the system. These open houses are targeted primarily for classified staff and managers, since most faculty will be off for the summer. A flex week activity for August to introduce faculty to the project is also in the planning stage.

### **Data Extract for and Activation of the Initial Workday Prototype**

Accurate migration of data from the current SOCCCD HR system is essential to the success of the project. This is accomplished in the Workday implementation model by doing the migration in several prototype stages. The first of these prototypes was successfully completed using data extracted by SOCCCD staff, followed by analysis of the data and activation in a Workday "tenant", or database. The results are currently being reviewed for accuracy by SOCCCD staff, in preparation for the creation of the second prototype.

**Report to the SOCCCD Board of Trustees for April 28, 2014  
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons**

**4. Observations:**

Even though this project represents a significant increase in workload, the SOCCCD project team is very enthusiastic, engaged, and dedicated to the success of the project. They are very knowledgeable in the current systems, both at SOCCCD and the County Payroll, which is an important factor in the success of the project. The teamwork between the SOCCCD project team and the CCI team has been highly collaborative, professional, and efficient, resulting in significant progress thus far in the project.

The need to replace the CCI Engagement Manager was an unfortunate situation, but it doesn't seem to have affected the progress of the project. CCI has addressed this issue quickly and professionally, and have provided quality interim support in that area until a replacement comes on board.

A significant amount of hard work and coordination was required to prepare the Village 4 site to be ready in time for the initial HCM training. Many projects are hampered by inadequate facilities, but this site will be an invaluable asset.

*The emphasis that has been placed on the Business Process Innovation component of the project is essential. The successful implementation of change, and not just a new technical solution, may well be the most critical aspect of the project.*

## SOCCCD Workday:

- Human Capital Management
- Payroll Interface
- Financial Management

## Project Charter



The following table will record changes to the Project Charter through the life of the Deployment Project. Changes to the Project Charter will also be managed via the Change Control Process as outlined in this Charter.

DATE	VERSION NUMBER	SECTION CHANGED	CHANGE DESCRIPTION	CHANGE MADE BY	CHANGE CONTROL NUMBER
3/7/2014	1.0	All	Project Charter Created	odi Wiseman	n/a
3/13/2014	1.1	All	Charter updated with SOW details	odi Wiseman	n/a
3/14/2014	1.2	Various	Org Chart, Team List, SME definition, 'champion' changed to 'executive sponsor', CCI project manager changed to CCI engagement manager, couple spelling corrections	odi Wiseman	n/a
3/17/2014	1.3	Various	Org chart, team list, added FIN timeline, corrections to deliverables section, font consistency	odi Wiseman	n/a
3/19/2014	1.4	Various	More work on consistency.	Bill Pearce	n/a
4/14/2014	1.6	Several	Include project goals	Kari Blinn	n/a
4/21/2014	1.7	Several	Refer to SOW	Bill Pearce	n/a
5/1/2014	1.8	Several	Review with Jim P, Kim - multiple changes	Bill Pearce	n/a
5/14/2014	1.9	Assumptions	Reduce list - final version.	Bill Pearce	n/a

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## Project Charter Purpose

The project charter defines the scope, objectives, and overall approach for the work to be completed. It is a critical element for initiating, planning, executing, controlling, and assessing the project. It should be the single point of reference on the project for project goals and objectives, scope, and organization. In addition, it serves as an agreement between the Project Team and the Project Sponsors, stating what will be delivered according to the time constraints, risks, resources, and standards agreed upon for the project. A completed and signed Project Charter is required to staff Workday resources on this engagement.

The Project Charter will help define success for the project.

Note that references to the Board document located at:

[https://sharepoint.socccd.edu/bs/HRFinSysImp/Shared%20Documents/Packet%20Agenda%20Item%206.1 SOCCCD Approval%20of%20Agreements%20for%20HR Financial%20Software%20System%20and%20Implementation%20Partner.pdf](https://sharepoint.socccd.edu/bs/HRFinSysImp/Shared%20Documents/Packet%20Agenda%20Item%206.1%20SOCCCD%20Approval%20of%20Agreements%20for%20HR%20Financial%20Software%20System%20and%20Implementation%20Partner.pdf)

are made throughout the document. The appropriate page numbers to be referenced are listed in the specific section of the charter.

## Project Overview

### Project Goals and Objectives

The overall objective of this project is to implement Workday's HCM, Payroll Interface, and Financials to bridge the gap between SOCCCD's current state and future state as it relates to business processes, software, application technology, interfaces, and custom processes. Workday applications will be deployed over two phases as outlined below in Scope.

#### The new system will:

- Replace legacy systems and existing interconnected modules with an integrated system that will provide a "state-of-the-art" technical infrastructure and empower functional users to better serve students, faculty, staff, and other constituents of the college and district community;
- Utilize a web-based, object-oriented platform;
- Eliminate paper and forms where feasible and sensible;
- Provide easy access to data and information without compromising security and regulatory requirements;

- **Develop new, more efficient processes that fully leverage the technology investment and eliminate data and knowledge silos across this district;**
- **Empower functional users as well as consumers with more control over system function, service, and scheduling.**



## Scope

### Feature/Process Scope for Deployment

This Charter is based upon the Statement of Work and the Information provided by SOCCCD as well as additional discussions with the SOCCCD staff and leadership throughout the evaluation process. The overall objective of this project is to implement required functionality available at the time of project startup within Workday's HCM, Payroll, and Financials software and bridge the gap between SOCCCD's current state and future state as it relates to business processes, software, application technology, interfaces, and custom processes. Workday applications will be deployed in two phases and will include the Workday components outlined below:

### Included In Scope:

#### PHASE 1 – WORKDAY HCM AND PAYROLL

- Human Resources
- Compensation
- Benefits
- Absence Management
- Time Tracking
- Payroll Cloud Connect / Interface
- Talent Management
- Financial Data Model Design

#### Product/Functionality:

CedarCrestone will design and configure functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

Please refer to pages 83-84 of the SharePoint document referenced above for a detailed description of the Functional Areas and related Scope Descriptions for Workday HCM and Payroll.

#### PHASE 2 – WORKDAY FINANCIALS

- Financial Accounting
- Customer Accounts
- Supplier Accounts
- Business Assets
- Projects
- Expenses

- Procurement
- Banking and Settlement
- Grants
- Endowments

The services provided in each phase will include stages of the deployment as defined in the Workday Accelerated Deployment Methodology. Please refer to page 82 of the SharePoint document referenced above.

**Product/Functionality:**

CedarCrestone will design and configure functionality as prioritized by SOCCCD. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. It is assumed one business framework will be used throughout the institution.

Please refer to pages 84-85 of the SharePoint document referenced above for a detailed description of the Functional Areas and related Scope Descriptions for Workday Financials.

## Business Process Innovation

SOCCCD and CedarCrestone have developed a Business Process Innovation (BPI) checklist to use during the Design sessions.

The guidelines listed below will be reviewed at the beginning of each session. The team leader/change agent will provide the description of the checklist items in order to frame the goals for the group. Then at the end of each session, the group will review the checklist again to ensure their work meets the BPI guidelines.

If there are items which do not meet the guidelines, the team leader will then provide the rationale or escalate the issue to the Steering Committee for resolution.

### **BPI Checklist**

- Are we setting the trajectory toward the *ideal* process?
- Does the new process focus on the end-user ("consumer")?
- Is the process simpler?
  - Reduced steps and approval layers?
  - Shorter time from start to finish?
  - Clear and easy to follow?
  - Are we using consistent, clear terminology?
- Have we used the 80/20 rule?
- Are we entering data only once? (no shadow systems)
- Is all needed information visible and accessible in Workday?
- Have we eliminated "wet" signatures, printing, paper, forms, and folders?
- Can anyone track status of an item at any point in time and is there a clear audit trail?
- Is the process designed to work District- and College-wide?
- Does the system reflect reality? (no awkward work-arounds)

**Communication Plan:**

Includes the development of the message for the project, in addition to identifying the audiences targeted for communication events. Events will include Project Open Houses, Flex Week sessions, Presidents' meetings, Board of Trustees updates, Senate sessions, Academic department meetings, Brown Bag lunches, etc.

**Training:**

The project will use a Train-the-Trainer approach. CedarCrestone will provide knowledge transfer during the design sessions, business process walkthroughs, and configuration and testing, which will allow SOCCCD to develop and conduct training sessions for end users. SOCCCD will be responsible for the creation of training materials and will provide training for SOCCCD staff.

**Integrations in Scope**

Integrations for this project will be built using Workday integration tools such as Workday Cloud Connect, Enterprise Interface Builder (EIB) or Workday Studio.

Please refer to pages 87-88 of the SharePoint document referenced above for a detailed description of the Integrations included in the Scope of the project.

**Data migration**

Data migration and conversion of data from the legacy systems will be a joint project activity and a shared responsibility between CCI and SOCCCD. CedarCrestone will lead data workshops to agree on an overall strategy for migrating data. CedarCrestone will work with SOCCCD to define data mapping; migrate data; and validate migrated data following each data build for reasonableness. SOCCCD is responsible for extracting data, assisting with data mapping; and validating migrated data. The planned data migrations include:

**HCM and Payroll**

- Organizations
- Active Employee Data
- Termination Data for current year and prior year
- Active Contingent Worker Data
- PTO Balances

**Financials**

- Beginning Balance for financial accounts

South Orange County Community College District  
Project Charter for Workday Deployment Services

- **Business Assets** – assets in place as of current year
- **Active Customers**
- **Customer Contracts** – active contracts at time of conversion
- **Active Suppliers**
- **Supplier Contracts** – active contracts at time of conversion
- **Projects** – open projects at time of conversion
- **Grants in place as of current year**
- **The following will be entered manually:** open payable invoices; open purchase orders; open receivables; open bank reconciliations.

#### **Historical Data Limitations**

Migration of historical data is not included in the estimate nor any conversions not specifically identified above. CedarCrestone will work with SOCCCD to develop a strategy for historical data that may include migrating data after go-live, migrating data using Workday's "History From a Prior System" functionality, or migrating historical data into a data warehouse. Should SOCCCD decide to migrate historical data into Workday's "History From a Prior System", CedarCrestone will train SOCCCD on how to perform this migration and will assist in developing an Enterprise Integration Builder (EIB) template.

#### **Reports**

Reporting and roll out of dashboards is an SOCCCD responsibility, with CCI assisting with reporting strategy and potentially assisting SOCCCD with report consultation.

Please refer to page 89 of the SharePoint document referenced above for a detailed description of the Reports to be provided within the Scope of the project.

#### **Out of Scope**

- **Conversion of historical data beyond 2 years from go live date (1/1/15) for HCM**
- **Inclusion of any salary, compensation, benefits, absence, or performance data in the initial prototype (P0)**
- **Payroll (a payroll interface to the county payroll system will be provided in lieu of implementing Workday payroll)**
- **Workday Recruitment**
- **Talent Management limited to Performance plans only**

- Report development beyond the hours included in the SOW for support and knowledge transfer

## Roles

Please refer to pages 93-104 of the SharePoint document referenced above for a detailed description of the assigned Roles for the project.

## Proposed Timeline

The table below outlines the proposed Begin and End dates for each of the major project stages as defined by SOCCCD's project management team.

### HCM/Payroll:

Stage	Begin	End
Plan	2/3/14	5/16/14
Architect	4/16/14	6/4/14
Configure & Prototype	5/28/14	8/20/14
Test	8/4/14	10/29/14
Deploy	10/31/14	12/31/14
Go Live	1/2/15	1/2/15
Support / Close	1/2/15	2/26/15

### Financials:

Stage	Begin	End
Plan	10/1/14	11/30/14
Architect	12/1/14	1/15/15
Configure & Prototype	1/16/15	2/28/15

Test	3/1/15	4/30/15
Deploy	5/1/15	6/30/15
Go Live	7/1/15	7/1/15
Support / Close	7/1/15	8/31/15

## Project Communication Plan

What	Responsibilities	Frequency	Owner	Attendees
Status Report Deliverable	<ul style="list-style-type: none"> <li>Identify status for the work breakdown structure of the project</li> <li>Key challenges and risks should be identified on an ongoing basis</li> <li>Suggestions for remedies to project issues/challenges should be included</li> </ul>	Weekly on Monday for the Previous Week		Will be stored on SOCCCD SharePoint
Project Team Status Meetings	<ul style="list-style-type: none"> <li>Weekly status meeting with key project team members</li> <li>Review project tasks accomplished/commitments being met</li> <li>Technical status</li> <li>Conflicts and issues (technical, resources, tools, schedule, cost, etc.)</li> <li>Changes in commitments</li> <li>Schedule Tracking</li> <li>Training Status</li> <li>Testing Status</li> <li>Assignment of New Action Items</li> </ul>	Weekly on Mondays at 9:00 AM PST		From SOCCCD: Team Leads, Project Manager, Functional SME's (Subject Matter Experts), Technical SME's From CCI: Engagement Manager, Solution Architects, Principal Consultants

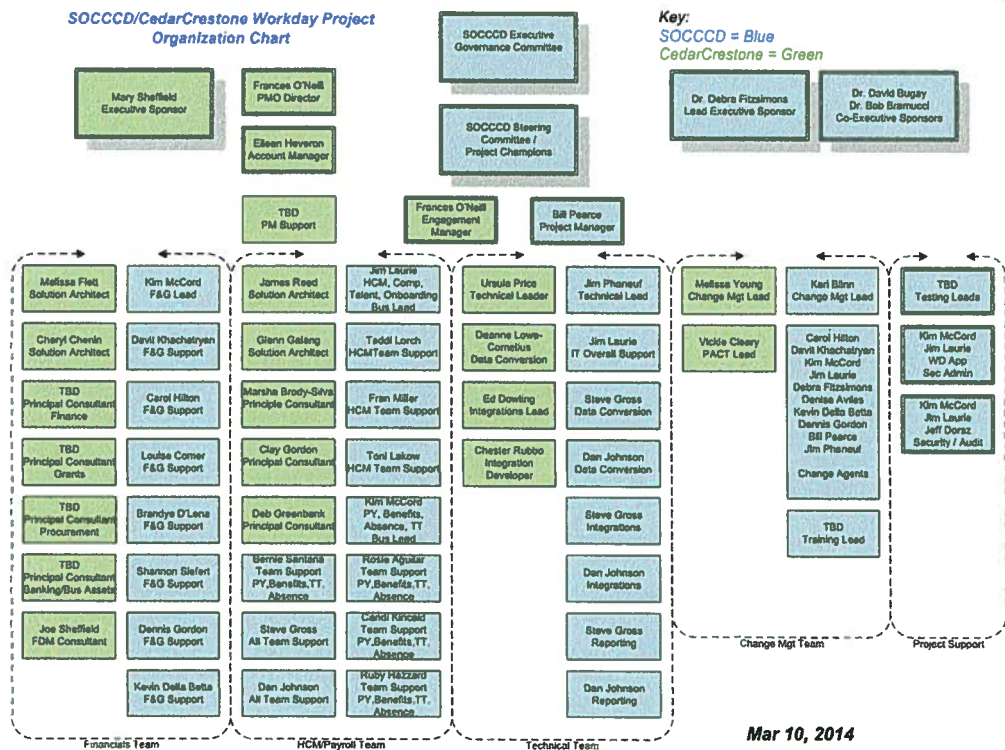
What	Responsibilities	Frequency	Owner	Attendees
Internal Project Team (CCI)	<ul style="list-style-type: none"> <li>Review Project Team Issues, Risks, and task update, including lagging tasks</li> </ul>	Weekly - day TBD		CCI Engagement Manager, CCI Consultants
Steering Committee Meeting	<ul style="list-style-type: none"> <li>Weekly meeting to present project status, escalate issues to be resolved, and receive management feedback. May change to semi-monthly or monthly in the future</li> </ul>	<p>Weekly for now at 9:00 or 9:30 every Wed morning.</p> <p>May change to 2X month or monthly</p>		SOCCCD Project Management Team, SOCCCD Steering Committee, CCI EM, CCI Account Manager



# Team

The success of this project depends on the following project organizational structure:

## Team Structure



## Project Team Members

Project Team Role	Project Team Member(s)
<b>SOCCCD Executive Sponsor(s)</b>	Dr. Debra Fitzsimons Dr. David Bugay Dr. Bob Bramucci
<b>CedarCrestone Executive Sponsor</b>	Mary Sheffield
<b>SOCCCD Project Manager</b>	Bill Pearce
<b>CedarCrestone Engagement Manager</b>	Frances O'Neill
<b>SOCCCD HCM, Comp, Talent, Onboarding Lead</b>	Jim Laurie
<b>SOCCCD HCM, Comp, Talent, Onboarding SME's</b>	Teddi Lorch, Fran Miller, Toni Lakow, Steve Gross, Dan Johnson
<b>CedarCrestone Solution Architects</b>	Glenn Galang, James Reed
<b>CedarCrestone Principal Consultants</b>	Marsha Brody-Silva, Clay Gordon
<b>SOCCCD Payroll, Absence, Time Tracking, Benefits Lead</b>	Kim McCord
<b>SOCCCD Payroll, Absence, Time Tracking, Benefits SME's</b>	Rosie Aguilar, Candi Kincaid, Ruby Hazzard, Bernie Santana, Steve Gross, Dan Johnson
<b>SOCCCD Technical Lead</b>	Jim Phaneuf
<b>CedarCrestone Technical Lead</b>	Ursula Price
<b>SOCCCD Integrations Lead</b>	Jim Phaneuf
<b>SOCCCD Technical Support</b>	Jim Laurie, Steve Gross, Dan Johnson
<b>CedarCrestone Integration Lead</b>	Ed Dowling
<b>CedarCrestone Integration Developer</b>	Chester Rubbo
<b>CedarCrestone Data Conversion Consultant</b>	Deanne Lowe-Cornelius
<b>SOCCCD Data Conversion</b>	Jim Phaneuf, Jim Laurie, Steve Gross, Dan Johnson
<b>SOCCCD Finance &amp; Grants Lead</b>	Kim McCord
<b>CedarCrestone Finance &amp; Grants Solution Architects</b>	TBD

Project Team Role	Project Team Member(s)
SOCCCD Finance & Grants Subject Matter Experts (SME's)	Davit Khachatryan, Carol Hilton, Brandye D'Lena, Shannon Siefert, Dennis Gordon, Kevin Dalla Betta
CedarCrestone Business Process Innovation Lead	Melissa Young
SOCCCD Business Process Innovation Leads	Debra Fitzsimons, Kari Blinn

## Risks

Project risks are characteristics, circumstances, or features of the project environment that have the potential of adversely affecting the project or the quality of its deliverables. After identifying each risk, the list also includes the activities to perform to eliminate or mitigate the risk. In some cases, risks with a medium probability of occurring are also listed. A plan will be put into place to minimize or eliminate the impact of each risk to the project. Examples of risks are:

Risk	Level (H/M/L)	Risk Mitigation Approach
SOCCCD resource commitments in the SOW are based on their actual availability. This differs from original resource requests and we need to assess the impact on the project timeline and milestones.	M	Align resource availability and any blackout dates with the project plan and milestones. This will be performed in the planning stage. Plus, need to confirm what backfill is in place for SOCCCD resources.
Adoption of new concepts by SOCCCD staff can make adaptation a challenge.	M	Introduction of Business Readiness team early to help with plans and strategy for training of new concepts and the adoption of them using an assessment methodology. The SOCCCD Business Process Innovation-lead has been involved with the BPA process, and will participate in design sessions.
Payroll Interface with the County: This will be the first WD deployment to integrate payroll with a county payroll system.	M	OCDE has existing integration templates and experience integrating with a number of different systems. CCI Consultants have experience with payroll integration. Will leverage WD if needed. Project plan will incorporate some contingency.

Comment [JP1]: Don't forget to remove these strikethroughs

Comment [BP2]:

Comment [BP3]:

## Change Control Process

Throughout a project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore estimated level of effort, project timeline or solution features. Change Control may result in adjustments to both schedule and budget.

Any changes to the project scope, Statement of Work, or the Project Charter will require a Change Control, which a CedarCrestone Engagement Manager or designated Principal Consultant will complete. A completed form includes the requested change, the impact on the current engagement, and the estimated resources and time to implement the Change Control. CedarCrestone will submit the completed Change Control Form to the SOCCCD Project Management Team for review and approval. Upon receipt of written approval, the CedarCrestone Team will begin work on the requested change according to the agreed-upon schedule. The status of all Change Controls will be tracked and reported upon by the CedarCrestone Engagement Manager.

## Deliverables

Please refer to pages 91-92 in the SharePoint document referenced above for a Table that summarizes the deliverables by phase, and the owners and contributors for each deliverable. Owners are ultimately responsible for completing the deliverable, while contributors are involved in this effort and provide support and review.

The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project/Engagement Managers to contribute all or a portion of the Deliverable Approval Process.

## Assumptions

These assumptions are based on the current knowledge about the project's objectives. If an assumption becomes invalidated at a later time, activities and estimates in the project plan may be adjusted accordingly.

- Overall project management responsibility will be shared between CedarCrestone and SOCCCD. SOCCCD will provide an executive sponsor, project manager, and leads to coordinate project activities with the CedarCrestone Project Leadership. SOCCCD Project Manager will be at least 80% dedicated to the project and a CedarCrestone Engagement Manager will provide 100% project management hours for the duration of the project.
- SOCCCD will provide CedarCrestone consultants with reasonable facility access, working space, equipment and office support.
- The SOCCCD Executive Sponsor will establish a Steering Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. CedarCrestone and Executive Sponsor(s) will participate on the Executive Steering Committee.
- If the SOCCCD Executive Sponsor assigns third-party contract personnel to this project, CedarCrestone will assume such third-party contract personnel represent the Customer and they will be empowered to make decisions on behalf of SOCCCD.
- SOCCCD shall provide input, review, and participation during performance of the Services, including subject matter experts that will be available to participate in workshops and scheduled meetings.
- SOCCCD will provide remote connectivity consistent with its security process and procedure to be used during the project.
- SOCCCD will own responsibility for completeness and accuracy of all data provided.
- SOCCCD will be responsible for any 3<sup>rd</sup> party communications to complete the project.

## Signatures for Project Charter Approval

Title	Name	Signature	Date
SOCCCD Executive Sponsor	Debra Fitzsimons		
SOCCCD Project Manager	Bill Pearce		
SOCCCD Team Lead – Finance/Payroll	Kim McCord		
SOCCCD Team Lead – HCM/Talent	Jim Laurie		
SOCCCD Tech Lead	Jim Phaneuf		
CedarCrestone General Manager	Mary Sheffield		
CedarCrestone Engagement Manager	Frances O'Neill		

# SOCCCD Training Methods

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# TRAINING APPROACH

## PRINCIPLES

Key training principles include:

- Just-in-time training
  - *Training was provided before, during, and after all major roll outs of the functionality.*

Functionality	Went Live	Training Provided
<b>HCM</b>	February 2, 2015	January, February, and March 2015
<b>FINANCIALS</b>	July 1, 2015	June, July, and August. Make-up training was provided October 2015
<b>TIDEMARK</b>	April 14, 2016	March and April 2016 with drop-in input sessions with the fiscal offices ranging through May 2016

- Comprehensive and concise training sessions and materials
  - *Training sessions are divided by topic in order to target only the users who need that training. Consequentially, training sessions range from 1.5 – 5 hours in length. Training materials are also divided by topic to fit the training sessions.*
- Multiple delivery formats
  - *Training materials range from brief videos, short 1-3 page pdf documents, multi-page course manuals, classroom sessions, group demos, small group interactive Q&A sessions, and one-on-one sessions.*
- Continuous improvement of the content and delivery based on feedback – this drives the post-implementation training efforts
  - *Content is updated with each software update (at least twice a year) and is updated as we roll out new functionality or make policy changes. The new versions of the manuals are sent to the Subject Matter Experts (SMEs) for further input concerning policy, recommendations, helpful reports, and tips and tricks to avoid common mistakes. Trainees usually provide feedback after reviewing the documents.*
- Continuity of the project by reviewing best practices identified during BPAs and within the initial design sessions – these will help the trainees understand and share the Project Team’s vision
  - *The Business Process Improvement (BPI) list was posted in the original training room during all classroom training sessions. Many of the trainees also attended the various BPA sessions concerning certain business processes.*
  - [Click HERE for BPA process maps.](#)

## PROGRAM DEVELOPMENT AND DELIVERY

The Workday Adoption Toolkit (WAT) -- the training materials provided as a service by Workday -- forms the foundation for the training program. The Training Lead evaluates the WAT materials and identifies which materials are out of scope for the project, makes client-specific modifications to the relevant materials, identifies and creates new materials as



needed.

While considering the audience, content, and logistics of the training, the training lead determines the best delivery method for each course in the curriculum. Multiple types of support materials were developed and distributed to the trainees including common scenarios and sample data.

## AUDIENCE

Different groups of users will have different training needs. Identifying these groups early allowed the training to be specifically tailored to meet those needs.

- Identify the users who need to receive training and determine which type of delivery format best fits the client’s culture, logistics, and needs
  - *The groups of users have loosely been divided into 3 groups – Managers and Administrators (aka supervisors), Administrative Assistants and Support Staff (typically those who initiate processes – power users), and peripheral users (typically faculty, staff, and students)*
- Determine the number of users to be trained
  - *There are roughly 100 Managers, 120 Administrative Assistants and Support Staff, and 3,600 peripheral users*
- Separate these users by their security roles in the system

User Groups	Security Roles	Sometimes Have
<b>MANAGERS AND ADMINISTRATORS</b>	Manager, Cost Center Manager, Manager as Self, Employee as Self	Same security roles as the Administrative Assistants and Support Staff
<b>ADMINISTRATIVE ASSISTANTS AND SUPPORT STAFF</b>	Administrative Assistant, Time Recorder, All Procurement Users, Budget Amendment Preparer, Expense Data Entry Specialist, Employee as Self	Administrative Assistant – with Subordinate Organizations, Cash Sale Specialist, Journal Preparer
<b>PERIPHERAL USERS</b>	Employee as Self	

- Confirm each user’s scope of access within the system
  - *Tweaks and changes to the scope of access usually occur on a rolling basis as new functionality is implemented and users respond with feedback to the data. Access has to be given as users move to new positions within the organization.*

## CONTENT

Everyone learns at different rates and in different ways, so materials will accommodate these needs on an audible, visual, and kinetic level. These supporting materials can be used in the classroom, during group demonstrations, self-paced learning, and real transactions. All content can be found on the Workday Training and Communication website. [Click HERE for the Workday Training and Communication website.](#)

Materials come in the following formats:

- **Course Manuals** – each course will have its own manual that will be used by trainers and trainees alike. Trainees can continue to refer to these manuals while practicing in the system and completing real transactions. The manuals will include charts and tables as well as full-length descriptions providing a comprehensive

overview of the process and how this process relates to client-specific scenarios and current client policies and procedures.

- *Current Course manuals include:*
  - *Expenses Course Manual*
  - *Procurement and Assets Course Manual*
  - *Job Requisitions, Positions, and Employee Changes Course Manual*
  - *Costing Allocations, Compensation, and Time Off Course Manual*
  - *Budget and Journal Course Manual*
  - *Tidemark Course Manual*
  - *Managers and Administrators Course Manual*
  - *Workday 101 Basics Course Manual*
  - *Accounts Receivable Course Manual*
- **Activity Guides** – Step-by-Step instructions including screen shots are at the end of each chapter within the Course Manuals. These provide sample data and values for each field within the process. These are also generated independently of the Course Manual for identified processes that are particularly complicated for the end user.
  - *Current Activity Guides include:*
    - *Out of Class Assignments Activity Guide*
    - *Onboarding and a Brief Introduction to Workday Activity Guide*
    - *Journal Processing Activity Guide*
    - *PO Budget Check Failure Activity Guide*
    - *Project Budgets Activity Guide*
    - *Deposits/Record Cash Sales Activity Guide*
    - *Reactivate a Part Time Faculty Activity Guide*
    - *Hire a New Part Time Faculty Activity Guide*
    - *Performance Review for Managers Activity Guide*
- **Job Aids** – Cliff notes of the full-length Exercise Guides will provide simplified instructions to complete specific tasks. These are designed to serve as quick reference guides and provide helpful hints to guide users throughout the process
  - *Currently there are around 55 Job Aids that span all major functionality including: Mobile, Expenses, Requisitions & POs, Accounting, Basics, Hiring, Pay and Benefits, Performance, Suppliers, Contracts, Time Off, Time Tracking, Deposits, Budgets, and Assets and Receiving, Compensation, and Employee Changes.*
- **Web-based Videos** – On Demand Videos that are 1 to 5 minutes in length and describe a specific task or process
  - *Currently there are around 30 videos that span all major functionality including: Mobile, Expenses, Requisitions & POs, Basics, Compensation, Employee Changes, Hiring, Pay and Benefits, Performance, Time Off, and Time Tracking.*
- **FAQs** – An interactive document that will be developed before, during, and after training to answer user questions or issues that were identified during the sessions. This will serve as a vehicle to communicate to the trainees concerning a variety of topics.
  - *Currently there are roughly 50 pages worth of FAQs available.*
  - [Click HERE for the FAQ document.](#)
- **Project Terminology** – A document that will be developed before, during, and after training to help facilitate the transition from legacy words and phrases to the new Workday words and phrases
  - *Currently there are 3 different Terminology lists including: HCM, Financials, Tidemark*
  - [Click HERE for the 2 of the Terminology lists.](#)

Due to the yearly updates of the system and the changes in processes and screens, the modified client-specific materials will need to be maintained on a timely basis; the WAT materials are updated with each Workday release.

Update	Date
<b>WORKDAY 26</b>	March 2016
<b>WORKDAY 25</b>	September 2015
<b>WORKDAY 24</b>	March 2015
<b>WORKDAY 23</b>	August 2014

## TOOLS

The primary training tool is the Workday Adoption Toolkit which serves as the foundation for the training program. Having a vehicle in which to display this tool and its materials is equally important. A centralized website, SharePoint page, or other electronic location in which all trainees have access to the materials is crucial in delivering the self-paced training materials.

- *SOCCCD currently utilizes SharePoint for their document repository. A Workday Training and Communications site was created and maintained to house all of the various training materials, communication updates, and Account Crosswalk. Every training session starts with a brief review of how to find the Training and Communication website and the training materials housed there.*
- [Click HERE to link to the Workday Training and Communication SharePoint site.](#)

A training environment will be available for the delivery of the end-user training program. The training tenant should closely mirror the final production tenant and will thus be refreshed with the latest configurations, processes, security roles, and content.

- *SOCCCD utilizes Workday Sandbox, which is a copy of the live system that refreshes every Friday evening, as the training environment.*
- [Click HERE to link to the SOCCCD Sandbox site.](#)

Working only from this copy provides several benefits:

- Consistent data that can be tailored to fit the users
- Representative processes and information
- Data can be prepared to fit the activities
- Controlled environment where processes can be reset

## DELIVERY

Training can be delivered in a variety of ways, including:

- **Classroom Instruction:** For users who will have extensive access within the system, an instructor will guide them through processes and screens in a classroom setting. This face-to-face targeting interaction will allow for an open environment to

*Tidemark.*

- [Click HERE to view the Financials Training Communication that lists the Open Lab dates on the second page.](#)
- [Click HERE to view the Open Labs offered for Peripheral Users](#)

## LOGISTICS

- Communication – when, where, who, why training sessions; how to sign up, who to contact if you have questions
  - *To date there have been roughly 80 communications that have been sent to some or all of the groups of users*
  - *Currently we are exploring additional avenues of communication that expounds beyond the traditional email to engage users who find traditional avenues of communication ineffective.*
- Equipment – computers, tech support, printed materials
- Facilities – class sizes, locations, white boards and markers, projectors
  - *Training facilities have been moved between 2 different buildings in the Village on Saddleback Campus to a new off-site facility off of Crown Valley Parkway.*
  - *Training usually occurs in the Library of IVC.*
- Evaluation – surveys, compiling the results, and making changes to the delivery and/or materials to accommodate those results.
  - *Surveys have been utilized so that trainees can easily RSVP for their training classes*

## TIMELINESS

Before, during and after the go-live date.

- Divided up between multiple locations, as needed, for the convenience of the trainees.
  - *Training has been offered on or close to Saddleback campus for Saddleback users and at the Library at IVC for IVC users. These are open sessions so that Saddleback employees may attend IVC sessions and vice versa. A small group session and demo has even been facilitated at ATEP.*
- Open Practice Sessions dispersed throughout the delivery of training. After the trainees have time to absorb the materials covered during classroom instruction, then they can come in for extra practice or to have more questions answered.
  - *Open Practice Sessions were offered during the rollout of Financials and HCM at both campuses.*
- Open Practice Sessions for the users who won't have classroom instruction, but will only have the self-paced learning. This will be critical for them to get practice and an early look into the system
  - *This was offered to peripheral users during the HCM implementation.*
- Timing the material delivery to fit a certain time frame that is flexible enough to fit most users' schedules
  - *Additional "buffer" sessions above and beyond the logistic breakdown of training sessions are added to the listing of trainings offered at both campuses. Make-up training sessions beyond even the buffer sessions have also been offered in order to accommodate the busy schedules of the trainees.*

## SUSTAINABILITY

## SOCCCD Training

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The training materials will be used to introduce new employees to the system, serve as refreshers for existing employees, or to introduce employees who move into a new role.

- *The most recent training offering is the New Employee and New Role training that is offered one week out of the month for employees who are in a new role or new employees to the district who need instruction on Workday.*
- [Click HERE to view a New Employee/New Role training communication](#)

The WAT materials update twice a year. The Training Lead will have to evaluate the new versions of the WAT materials, compare the new version with the older version and note the differences, carry-forward the client-specific modifications into the new versions of the materials and then deliver these new versions to the users.

Some additional training may be required for each group as new functionality is incorporated into the system with the updates or as the Project Team makes modifications to fit new policies or procedures.



**EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES**



## Getting Started



Welcome to the Workday Getting Started training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

### JOB AIDS

- Modify Your Personal Information
- Identify Your Place in the Organization
- Use Tools and Navigation
- Use Your Inbox
- Set Up Account Preferences
- Manage Your Career Interests
- Delegation
- Add and Explore the Open Items Dashboard

### VIDEOS

- Navigate Using Search
- Navigate Using Worksets
- Navigate Using Related Actions & Links
- Worker Profile Page Overview
- Support Roles for Your Organization

### TRAINING MANUALS

- Workday 101 Basics Course Manual

### HELPFUL LINKS

**Getting Started FAQs**  
**Glossary of Terms**

### Tips and Tricks

- Workday Update
- Sneak Preview of Changes

### VIDEOS: Mobile

- iPad: Navigate Workday
- Navigate Workday for iPhone, Android, & Mobile Web
- [My Team and Dashboards for Managers](#)

### VIDEOS: Managers

- Inbox for Managers

### JOB AIDS: Mobile

- iPad: Getting Started with Workday
- iPhone & Android: Getting Started with Workday

### JOB AIDS: Managers

- Additional Navigation for Managers
- Generate Reports

<b>Training</b>
<b>Getting Started</b>
Accounting
Assets & Receiving
Budgets
Compensation
Contracts
Deposits
Employee Changes
Expenses
Hiring & Recruiting
Pay & Benefits
Performance
Requisitions & POs
Suppliers
Time Off
Time Tracking
<b>Workday Project</b>
Training Calendar
Communication Updates
Workday Review Session Notes
Frequently Asked Questions
<b>Helpful Links</b>
Account Crosswalk
Recycle Bin
All Site Content



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## EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES



### Assets and Receiving



Welcome to the Workday Assets and Receiving training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

#### JOB AIDS: Warehouse

- Create a Receipt
- Create a Return
- Find Purchase Order by Site
- Manually Register and Transfer Assets

#### VIDEOS

#### TRAINING MANUALS

- Procurement and Assets Course Manual

#### HELPFUL LINKS

Assets FAQs  
Receiving FAQs

Glossary of Terms

Tips and Tricks

- Stores Catalog Inventory

#### Training

- Getting Started
- Accounting
- Assets & Receiving**
- Budgets
- Compensation
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- Deposits
- Employee Changes
- Expenses
- Hiring & Recruiting
- Pay & Benefits
- Performance
- Requisitions & POs
- Suppliers
- Time Off
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#### Workday Project

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#### Helpful Links

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## Training

- Getting Started
- Accounting
- Assets & Receiving

## Budgets

- Compensation
- Contracts
- Deposits
- Employee Changes
- Expenses
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- Pay & Benefits
- Performance
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## EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES



# Budgets



Welcome to the Workday Budgets training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

### JOB AIDS

- Ledger Account Balance Summary Report
- Budget Amendments

### VIDEOS

### TRAINING MANUALS

- Tidemark Budget Development Course Manual
- Procurement and Expense Course Manual
- PO Budget Check Failure Activity Guide
- Project Budgets Activity Guide

### HELPFUL LINKS

**Budgets FAQs**  
**Glossary of Terms**

#### Tips and Tricks

- New Budget Terms
- Helpful Reports





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**EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES**



## Employee Changes



### Training

- Getting Started
- Accounting
- Assets & Receiving
- Budgets
- Compensation
- Contracts
- Deposits

### Employee Changes

- Expenses
- Hiring & Recruiting
- Pay & Benefits
- Performance
- Requisitions & POs
- Suppliers
- Time Off
- Time Tracking

### Workday Project

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- Workday Review Session Notes
- Frequently Asked Questions

### Helpful Links

Account Crosswalk

[Recycle Bin](#)

[All Site Content](#)

Welcome to the Workday Employee Changes training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

### JOB AIDS: Administrative Assistants & Managers

- Manage Employee Job Changes

### JOB AIDS: HR Partners

- Manage Employee Job Changes
- Switch Primary Job Manually
- Update TB Test Information

### VIDEOS: Administrative Assistants & Managers

- Change Location
- Initiate a Termination

### VIDEOS: HR Partners

- Initiate a Termination

### TRAINING MANUALS

- Managers and Administrators Course Manual
- Job Requisitions, Positions, and Employee Changes Course Guide
- Out of Class Assignment Activity Guide
- HR Course Manual

### HELPFUL LINKS Employee Changes FAQs

### Glossary of Terms

### Tips and Tricks

- Helpful Reports



**Training**

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**EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES**



**Expenses**



Welcome to the Workday Expenses training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

**JOB AIDS**

- Create Expense Reports and Spend Authorizations

**JOB AIDS: Managers**

- Review and Approve Expenses

**VIDEOS**

- Create a Spend Authorization Request
- Create an Expense Report

**VIDEOS: Managers**

- Approve Expenses

**TRAINING MANUALS**

- Expenses Course Manual

**HELPFUL LINKS**

- Expenses FAQs
- Glossary of Terms
- Transition Escape to Workday

**Tips and Tricks**

- One to Many
- Field Trip Advance
- Mobile Expenses
- Things to Remember

**HOW DO I...**

Name	Title	Modified
Find an Employee's Spend Authorizations	Expenses - Find a list of an Employee's spend authorizations, their amount, status, and related expense reports.	12/14/2015 5:17 PM
See if a Prepaid Spend Authorization Was Paid	Expenses - Find a list of an employee's spend authorizations, find the supplier invoices related to that prepaid spend authorization, discover the payment status and check number.	12/14/2015 5:21 PM



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## EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES



# Hiring and Recruiting



Welcome to the Workday Hiring and Recruiting training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

### JOB AIDS

- Hire an Employee
- Hire a New Part Time Faculty Activity Guide
- Reactivate a Part Time Faculty Activity Guide

### VIDEOS

- Create a Pre-Hire
- Processing a Hire

### TRAINING MANUALS

- Administrative Assistant Course Manual
- HR Course Manual

### HELPFUL LINKS

**Hiring FAQs**  
**Job Requisition FAQs**

**Glossary of Terms**

**Tips and Tricks**  
• Helpful Reports

### Training

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**Requisitions & POs**

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**Helpful Links**

Account Crosswalk

-  Recycle Bin
-  All Site Content

**EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES**



**Requisitions and POs**



Welcome to the Workday Requisitions and Purchase Orders (POs) training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

**JOB AIDS**

- Create Supplier and Procurement Requests
- What are Worktags?

**VIDEOS**

- Create a Stores Requisition

**VIDEOS: Managers**

- Approve a Procurement Request

**TRAINING MANUALS**

- Procurement and Assets Course Manual

**HELPFUL LINKS**

**Requisitions FAQs**

**Transition Cheat Sheet**

**Glossary of Terms**

**Tips and Tricks**

- Helpful Reports
- Things to Remember

**HOW DO I...**

<input type="checkbox"/> Name	Title	Modified
<input type="checkbox"/> Find My Purchase Orders	Procurement - Find a list of all requisitions you've input into Workday; find their status, a brief description in the Board Memo field, the amount, the Request for Quote(s) if applicable, and the Purchase Order associated with that requisition.	12/14/2015 5:18 PM
<input type="checkbox"/> Find My Requisitions	Procurement - Find a list of all requisitions you've input into Workday; find their status, a brief description in the Board Memo field, the amount, the Request for Quote(s) if applicable, and the POs and Invoices associated with that requisition.	12/14/2015 5:20 PM
<input type="checkbox"/> Print My Purchase Orders	Procurement - Find a list of all requisitions you've input into Workday and their associated Purchase Orders. Find the Purchase Order status and a PDF of the Purchase Order.	12/14/2015 5:21 PM
<input type="checkbox"/> Set Requisition Default Worktags and Templates	Procurement - Set my requisition default worktags so that combination of worktags will default to all lines of the requisition. Create Requisition Default Worktag Templates.	2/25/2016 4:14 PM



# WELCOME TO workday.

Search this site...

Chancellor | Public Affairs | Human Resources | **Business Services** | Technology and Learning Services

SOCCCD » Business Services » Workday Project Implementation » Workday Info » Training and Communications » TimeOff

## EXAMPLES OF INTRANET WEB SITE TRAINING TOOLS FOR SOCCCD EMPLOYEES



### Time Off



Welcome to the Workday Time Off training page! Take a few minutes to explore the videos and the documents. Some materials may be applicable to specific roles or job functions. If you have any questions about the materials, please contact the Workday Project Training Lead.

#### Training

- Getting Started
- Accounting
- Assets & Receiving
- Budgets
- Compensation
- Contracts
- Deposits
- Employee Changes
- Expenses
- Hiring & Recruiting
- Pay & Benefits
- Performance
- Requisitions & POs
- Suppliers

#### Time Off

Time Tracking

#### Workday Project

- Training Calendar
- Communication Updates
- Workday Review Session Notes
- Frequently Asked Questions

#### Helpful Links

Account Crosswalk

- Recycle Bin
- All Site Content

#### JOB AIDS

- Manage Your Time Off
- Request a Leave of Absence
- Time Off Balances

#### JOB AIDS: Managers

- Manage an Employee's Absences
- Manage an Employee's Leave of Absence

#### VIDEOS

- Request Time Off
- Banked Holiday

#### VIDEOS: Managers

- Enter Time Off for a Direct Report

#### VIDEOS: Time Recorders

- Enter Time Off for Employees I Support

#### TRAINING MANUALS

- Costing Allocation, Compensation, and Time Off Course Guide
- Workday 101 Basics Course Manual

#### HELPFUL LINKS

Time Off FAQs  
Glossary of Terms

#### Tips and Tricks

- Absence Reporting
- Banked Holiday
- Payroll Reminders



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATEP

## What can you expect during GO-LIVE for Financials?

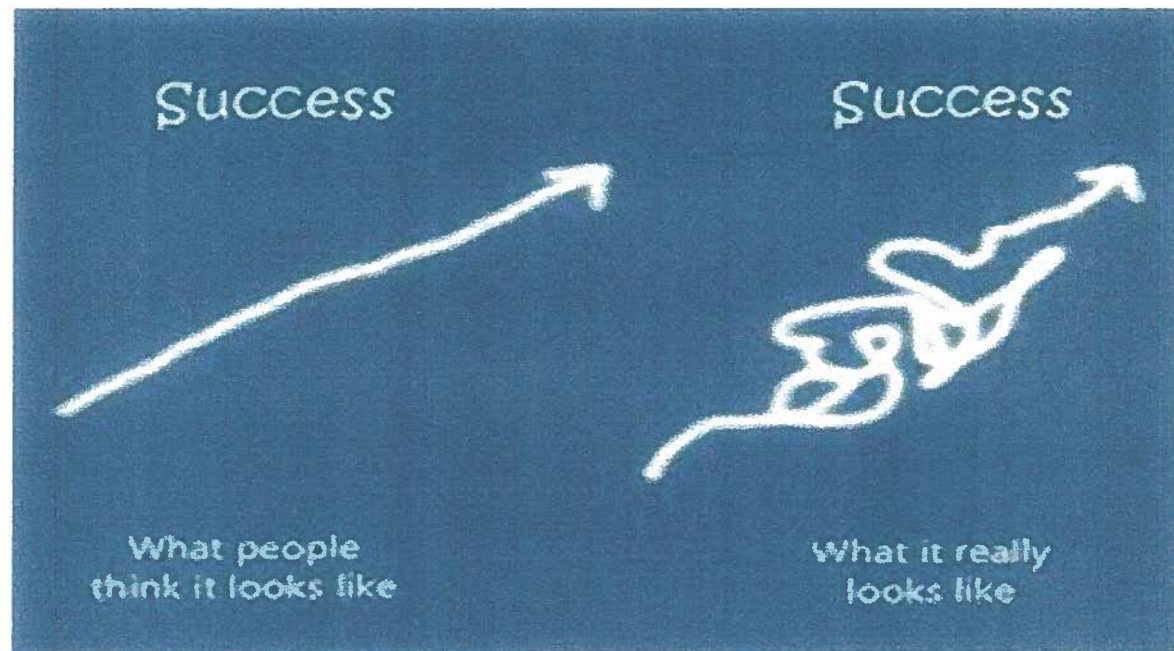
- We know it will NOT go entirely smoothly! But, we are expecting that and planning accordingly!
- No Major ERP implementation GO-LIVE is perfect
- There are always some issues during GO-Live, it's part of the process
- Do not panic!
- We ask for your patience and kindness!
- Please encourage your staff in your departments to do the same
- We have identified people to call or email if you notice issues!
- Please understand that some of these adjustments may take time; Can not always do fixes overnight
- We will commit to communicating what is going on





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
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# Business process Innovation Initiative and Workday Project Success





# Go-Live Assistance

## Specific Questions

<b>Adelfa x4690</b> <ul style="list-style-type: none"><li>• FDM</li><li>• Worktags</li><li>• Crosswalk</li></ul>	<b>Betty x4673</b> <ul style="list-style-type: none"><li>• Grants</li></ul>	<b>Brenda x4669</b> <ul style="list-style-type: none"><li>• Cash Receipts</li><li>• General Accounting</li></ul>	<b>Kim x4661</b> <ul style="list-style-type: none"><li>• Expenses</li><li>• Budgets</li></ul>	<b>Yvonne x4647</b> <ul style="list-style-type: none"><li>• Business Assets</li></ul>	<b>Purchasing x4680</b> <ul style="list-style-type: none"><li>• Requisitions</li></ul>
------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------

## General Questions

<b>Hotline x6000</b> <ul style="list-style-type: none"><li>• (949) 348-6000</li><li>• Monitored Regularly</li><li>• Questions/Issues will be routed appropriately</li></ul>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Self Help

<b>Training Website</b> <ul style="list-style-type: none"><li>• Located on <a href="#">SharePoint</a></li><li>• FAQs</li><li>• Job Aids and Videos</li><li>• Course Manuals</li></ul>
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LISTING OF OVER 80 EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

ID	Name	Modified
1	2014.01.14 - Save the Date - College Kickoff for Workday Project	4/13/2015 9:49 AM
2	2014.03.20 - Save the Date - College Kickoff for Workday Project	4/13/2015 10:45 AM
3	2014.06.03 - Reminder - Workday Open House	4/13/2015 10:46 AM
4	2014.06.16 - Tues and Wed - Workday Open House	4/13/2015 10:59 AM
5	2014.07.29 - Workday Update since Open House	11/30/2015 11:28 AM
6	2014.12.17 - Corrected Links! Workday Training - Sign up!	11/30/2015 11:28 AM
7	2014.12.17 - Workday Training - Sign Up!	4/13/2015 11:07 AM
8	2015.01.05 - REMINDER! Workday Training Jan. 8	4/13/2015 11:09 AM
9	2015.01.20 - REMINDER! Workday Training	4/13/2015 11:14 AM
10	2015.01.20 - Workday Training for all employees	11/30/2015 11:28 AM
11	2015.02.02 - Workday Phase 1 is LIVE	11/30/2015 11:28 AM
12	2015.02.03 - Workday Open Labs	4/13/2015 11:17 AM
13	2015.02.06 - A few Workday items	11/30/2015 11:28 AM
14	2015.02.19 - Workday features for time off now available	11/30/2015 11:28 AM
15	2015.02.20 - Workday Open Labs Feb 23-25	4/13/2015 11:19 AM
16	2015.03.13 - Workday Improvements Coming	4/13/2015 11:19 AM
17	2015.03.15 - Workday Update!	11/30/2015 11:29 AM
18	2015.03.23 - Workday Mobile App	4/13/2015 11:20 AM
19	2015.03.31 - Workday Brown Bag Lunch Series!	5/18/2015 9:57 AM
20	2015.04.13 - Absence Reporting in Workday	11/30/2015 11:29 AM
21	2015.04.20 - Workday Phase II update and resources	11/30/2015 11:29 AM
22	2015.04.30 - UPDATE - Inputting Requisitions for FY 2016	5/18/2015 9:56 AM
23	2015.05.01 - Workday Brown Bag Lunch Series - May Edition	5/18/2015 9:57 AM
24	2015.05.21 - WORKTAGS in WORKDAY	5/28/2015 4:34 PM
25	2015.05.22 - Update - Entering Requisitions for FY 2016	5/22/2015 11:41 AM
26	2015.05.22 - Workday Financials - Time for Training!	5/27/2015 10:03 AM
27	2015.05.29 - Workday Training Site and Google Chrome	5/29/2015 10:43 AM
28	2015.06.01 - Worktags are LIVE in Workday	6/1/2015 4:58 PM
29	2015.06.02 - REVISED Schedule - Workday Brown Bag Series - June	11/30/2015 11:29 AM
30	2015.06.03 - REMINDER - Workday Financials Training	6/3/2015 10:35 AM

2015.06.04 - Workday Financials rollout what to expect	
2015.06.05 - Sessions Added! Workday Financials Training	6/5/2015 3:3
2015.06.16 - Update - Entering Requisitions for FY 2016	6/17/2015 9
2015.06.18 - FS110 INSTRUCTIONS Classified Annual Schedule_Calendar FY 2015 2016	8/6/2015 11
2015.06.18 - Important Notice 2015-2016 Classified Annual Schedule_Calendar	8/6/2015 11
2015.06.26 - DAM Meeting Workday Update and GO LIVE	6/26/2015 7
2015.06.26 - Important info as Workday Financials goes LIVE on July 1	6/26/2015 4
2015.07.02 - Workday Financials is LIVE!	7/7/2015 10
2015.07.06 - Workday Brown Bag Series - July	7/7/2015 11
2015.07.09 - Helpful Resources! Transition-Escape to Workday	11/30/2015
2015.08.10 - Professional Development Workday Features and Fun Facts for Faculty Powerpoint	8/25/2015 1
2015.08.26 - Workday 25 Update - sneak preview of upcoming changes	8/26/2015 1
2015.08.26 - Workday Performance Review Guide	8/26/2015 1
2015.08.26 - Workday Tips and Tricks	8/26/2015 1
2015.08.27 - IMPORTANT! Check your budgets	8/27/2015 1
2015.09.03 - Workday Brown Bag Series - Sept	9/3/2015 9:5
2015.09.08 - Workday Time Out Extended	9/23/2015 1
2015.09.09 - Payroll - hints important reminders	9/23/2015 1
2015.09.15 - Helpful Reports in Workday	9/23/2015 1
2015.09.15 - Training - Workday Deposits and Cash Sales	9/23/2015 1
2015.09.15 - Training-Out of Class and Substitutes	9/23/2015 1
2015.09.15 - Workday 25 Update	4/22/2016 1
2015.09.23 - Workday Payroll Items	4/22/2016 9
2015.10.22 - Workday Improvements - expenses, manuals, budget checks	4/22/2016 1
2015.11.16 - Organization Clean Up in Workday	12/4/2015 9
2015.11.18 - Workday Issues - Financial Reports	1/12/2016 4
2015.12.01 - Time Cards Using Workday	12/4/2015 9
2015.12.04 - Prepare for Workday Organization Clean Up Meetings	4/21/2016 3
2015.12.14 - Workday updates-Budget items-change orders-HR processes	1/12/2016 4
2016.02.05 - DATES Workday Review Sessions	4/14/2016 1

Type	Name	Modified
	2016.02.05 - Workday Accounting Monthly Close Docs in Draft Status	4/14/2016 11:43 AM
	2016.02.05 - Workday purchasing and HR requests	4/21/2016 3:45 PM
	2016.02.05 - Workday Review Sessions	4/14/2016 11:43 AM
	2016.03.03 - Workday 26 Update	4/14/2016 11:43 AM
	2016.03.10 - Tidemark Training - Sign Up for Training	4/15/2016 9:18 AM
	2016.03.10 - Time Cards going Electronic	4/14/2016 11:43 AM
	2016.03.10 - Workday - March Training Calendar	4/14/2016 11:43 AM
	2016.03.10 - Workday - Upcoming Training Schedule	4/14/2016 11:43 AM
	2016.03.21 - Reminder - Tidemark Training	4/21/2016 2:38 PM
	2016.04.05 - Workday Training Calendar - April	4/14/2016 11:43 AM
	2016.04.08 - New Workday Reports	4/14/2016 11:43 AM
	2016.04.18 - Time Tracking Training at IVC Sign Up	4/19/2016 4:36 PM
	2016.04.18 - Workday Time Tracking Go-Live Training Survey	4/18/2016 11:05 AM
	2016.04.18 - Workday Time Tracking Training - Sign Up	4/21/2016 2:48 PM
	2016.04.21 - Workday Time Tracking Rollout DELAYED	4/26/2016 2:23 PM
	2016.04.28 - Workday Worktag Rule Changes for Funding Sources	4/28/2016 2:10 PM
	2016.05.02 - Workday Training - Sign Up for May	5/3/2016 3:55 PM
	2016.05.12 - Updates and Deadlines - Fiscal Year End 2015-2016	5/18/2016 3:01 PM
	2016.05.24 - Workday - End of Fiscal Year Checklist	5/24/2016 2:32 PM
	2016.05.24 - Workday Delegations	5/24/2016 1:49 PM
	2016-06-14 - Workday - Mandatory Refresher Training <span style="color: green;">NEW</span>	6/14/2016 11:17 AM

## SAMPLES OF EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

---

**Subject:** Workday Training Calendar-April

**From:** Tere Fluegeman  
**Sent:** Tuesday, April 5, 2016 9:17 AM  
**Subject:** Workday Training Calendar-April

### Workday Training Sign Up

Sent to Managers and Administrators Districtwide

Please forward this to the employees in your department(s) who need Workday training. It is the Manager's responsibility to ensure that their employees receive the proper training in order for them to complete their job duties. Managers should determine what training their employees need based on their work duties.

This training will be offered one week every month. If a time is not convenient this month, then employees are welcome to attend training next month. It is intended for new employees or employees who are in a new role that requires additional training in Workday.

Outlook invitations will be sent to all trainees who sign up for the classes and this will serve as confirmation. Space is limited, so training is offered on a first-come, first-serve basis.

To sign up for training, click [HERE](#).

The classes offered this month will cover the following topics:

- Budgets
- Expenses
- Job Changes
- Add Jobs
- Manager duties
- Requisitions
- Job Requisitions
- Reports

If you have questions or need more information, please contact:

Katlin Barnhill  
Workday Training Lead  
[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)



# April Training Calendar



Monday		Tuesday		Wednesday		Thursday		Friday	
								1-Apr	
								AM	PM
								Tidemark	Tidemark
4-Apr		5-Apr		6-Apr		7-Apr		8-Apr	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Tidemark	Tidemark	Tidemark	Tidemark	Tidemark	Tidemark			Review Sessions	
11-Apr		12-Apr		13-Apr		14-Apr		15-Apr	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
New Employee and New Role Workday Training									
18-Apr		19-Apr		20-Apr		21-Apr		22-Apr	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Time Tracking Training								Review Sessions	
25-Apr		26-Apr		27-Apr		28-Apr		29-Apr	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Time Tracking Training									

-  Workday Review Sessions - power users, anyone
-  HR, Expenses, Procurement, Budget, Intro Classes
-  Time Recorders, Groups, Managers
-  Mgrs & Identified Admin Asst at WD offsite
-  Mgrs & Identified Admin Asst at IVC



# May Training Calendar



Monday 2-May		Tuesday 3-May		Wednesday 4-May		Thursday 5-May		Friday 6-May	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Time Tracking Training									
9-May		10-May		11-May		12-May		13-May	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
New Employee and New Role Workday Training								Review Sessions	
16-May		17-May		18-May		19-May		20-May	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Time Tracking Training									
23-May		24-May		25-May		26-May		27-May	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Time Tracking Training								Review Sessions	
Facilities Undergoing Maintenance									
30-May		31-May							
AM	PM	AM	PM						
Holiday		Time Tracking Training							

- Workday Review Sessions - power users, anyone
- HR, Expenses, Procurement, Budget, Intro Classes
- Time Recorders, Groups, Managers



# June Training Calendar



Monday		Tuesday		Wednesday		Thursday		Friday	
				1-Jun		2-Jun		3-Jun	
				AM	PM	AM	PM	AM	PM
Time Tracking Training									
6-Jun		7-Jun		8-Jun		9-Jun		10-Jun	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
New Employee and New Role Workday Training								Review Sessions	
13-Jun		14-Jun		15-Jun		16-Jun		17-Jun	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM

## SAMPLES OF EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

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**From:** Workday Communications Desk  
**Sent:** Tuesday, June 14, 2016 10:53 AM  
**Subject:** Workday: Mandatory Refresher Training

### Workday Training Calendar

#### Upcoming Training Schedule

Please forward to the employees in your department(s) who need Workday training. ***It is the Manager's responsibility to ensure that their employees receive the proper training in order for them to complete their job duties.*** Not all employees need all types of training, so we expect Managers to encourage employees to sign up for classes applicable to their work duties.

***This summer refresher training is mandatory for ALL employees who initiate or approve Workday processes.*** This will supplant the June and July New Employee/New Role training. The training will be every week from mid-June through the end of July and will include the following courses:

- Expenses
- Managers
- Reports
- Procurement Part 1
- Procurement Part 2
- HCM Part 1
- HCM Part 2

Some Managers, Reports, and Expenses classes will also be offered at IVC. All employees are welcome to attend training sessions at any campus. Space is limited, so all classes are on a first-come, first-serve basis.

To view the June calendar – click [here](#).

To view the July calendar – click [here](#).

**Sign up for classes:** [CLICK HERE TO RSVP](#). Please read the text at the top of the survey.

If you have questions or need more information, please contact:

Katlin Barnhill

Workday Project Training Lead

[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)





## June Training Calendar



Monday		Tuesday		Wednesday		Thursday		Friday			
				1-Jun		2-Jun		3-Jun			
				AM	PM	AM	PM	AM	PM		
						OSV		OSV			
6-Jun		7-Jun		8-Jun		9-Jun		10-Jun			
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM		
Purchasing Refresher						Payroll Refresher		Review Sessions			
13-Jun		14-Jun		15-Jun		16-Jun		17-Jun			
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM		
HR Refresher						Exp	Rpt, Mgr	Accounting Refresher			
20-Jun		21-Jun		22-Jun		23-Jun		24-Jun			
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM		
Proc Pt 1	Proc Pt 2	HCM Pt 1 Exp				HCM Pt 2 Rpt, Mgr		Rpt, Mgr	Review Sessions		
27-Jun		28-Jun		29-Jun		30-Jun					
AM	PM	AM	PM	AM	PM	AM	PM				
HCM Pt 1 Exp		HCM Pt 2 Rpt, Mgr		Proc 1	Proc 2	Exp	Rpt, Mgr				
				Workday Review Sessions - power users, anyone							
				Anyone who initiates processes - Alameda							
				Anyone who initiates processes - IVC							



# July Training Calendar



Monday		Tuesday		Wednesday		Thursday		Friday	
								1-Jul	
								AM	PM
								Review Sessions	
4-Jul		5-Jul		6-Jul		7-Jul		8-Jul	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Holiday		HCM Pt 2 Rpt, Mgr		Proc 2		Exp Rpt, Mgr		HCM Pt 1 Exp	
11-Jul		12-Jul		13-Jul		14-Jul		15-Jul	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Proc 1 Proc 2		Exp Rpt, Mgr		HCM Pt 1 Exp		HCM Pt 2 Rpt, Mgr			
18-Jul		19-Jul		20-Jul		21-Jul		22-Jul	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Exp Rpt, Mgr		HCM Pt 1 Exp		HCM Pt 2 Rpt, Mgr		Proc 1 Proc 2		Review Sessions	
25-Jul		26-Jul		27-Jul		28-Jul		29-Jul	
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
HCM Pt 1 Exp		HCM Pt 2 Rpt, Mgr		Proc 1 Proc 2		Exp Rpt, Mgr			
				Workday Review Sessions - power users, anyone					
				Anyone who initiates processes - Alameda					
				Anyone who initiates processes - IVC					

## SAMPLES OF EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

**Subject:** Workday: Upcoming Training Schedule

**From:** Tere Fluegeman

**Sent:** Thursday, March 10, 2016 8:58 AM

**Subject:** Workday: Upcoming Training Schedule

### Workday Training Calendar

#### Upcoming Training Schedule

We are pleased to announce three types of training over the next four months in addition to the bi-monthly Workday Review sessions!



#### New Employee/New Role

Monthly training classes will be offered for new employees who frequently use Workday and/or employees who are starting a new role that may require additional training. These classes will include Expenses, Budgets, Procurement, HR processes, etc. and will take place at various times throughout one week each month.

Every month, managers will be emailed an RSVP link that they can forward to employees who need training. Employees will sign up for classes they need to successfully complete their daily tasks.

#### Tidemark

Cost Center Managers and identified Administrative Assistants will be invited to attend 1.5 hour Tidemark training classes that will focus on Budget Development for the 2016-2017 Fiscal Year. The class will include a brief introduction to the Tidemark system, basic navigation, and data entry for pooled NBU positions and departmental expenses. This training is by invitation only.

01 Pooled Positions

02 Departmental Ex...



My Team's Time

#### Time Tracking

Starting in April, the District will migrate away from paper time cards and use the electronic entry of worked time. **By summer, no paper time cards will be accepted.** All Time Recorders will be invited to attend classroom sessions detailing time tracking and the mass entry of time. Managers will be given a choice on how they wish their divisions and departments to be trained for time entry.

**This is a tentative schedule.** Upcoming facilities work is scheduled for the training space, so if the training calendar needs to be revised, we will let you know.

If you have questions or need more information, please contact:

Katlin Barnhill

Workday Project Training Lead

[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)

## SAMPLES OF EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

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**Subject:** Time Cards going electronic  
**Attachments:** TimeCardProcessingGuide 02-16-2016.pdf

**From:** Tere Fluegeman  
**Sent:** Thursday, March 10, 2016 4:15 PM  
**Subject:** Time Cards going electronic

### Time Card Updates

Payroll needs to prepare for managing time cards electronically in Workday. Paper time cards will be phased out by June. Please read the attached document to learn about changes to the current process.

The transition should help time recorders by eliminating the need to enter the information twice (electronic and paper.) Thank you for your cooperation and assistance while we make this important transition.

If you have any Payroll questions, please contact:

Rosie Aguilar  
Payroll and Benefits Processing Manager  
[raguilar@socccd.edu](mailto:raguilar@socccd.edu)

If you have any Workday questions, please contact:

Katlin Barnhill  
Workday Project Training Lead  
[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)

# TIME CARDS

## 2016 Guide to Time Card Processing

DO NOT LIST  
ACCOUNT  
NUMBER  
ON CARD

- Legal Name:**  
No nicknames or variations.
- Position Number and Title as listed in Workday Profile:**  
Print **BOTH** Position Number and Position Title from employee's profile.

- Account Number = Costing Allocation:**  
**DO NOT WRITE ON CARD. Payroll will no longer reference account number written on card.** Confirm the costing allocation in Workday is accurate. The hours submitted on the timecard will be allocated to the current costing allocation displayed in Workday. If a change is needed, the changes should be made with an *effective date beginning the first date of the pay period* (the 15th of the month). Payroll will reference account number that is **approved** in Workday, not account number that is *in-process*. If your change is not made timely, the costing allocation change will not be made until the following pay period.

- Employee ID Number:**  
DO NOT list employee's social security number or student ID number.
- Reporting Period:**  
Reporting period is the 15th of the prior month to the 14th of the current month for timely & accurate payment.

**Regarding Prior Period Reporting:** Send reminders to your employee's directing them to submit all hours worked according to payroll due dates. *It is the department's responsibility to report current hours to payroll in order to meet payroll deadlines.*

- Total hours worked:**  
Total hours worked **MUST** be accurate.
- Contact person/Time Recorder: REQUIRED**  
PRINT Time Recorder's name & Phone Extension.
- Hourly Rate: NEW requirement**  
PRINT Employee's Hourly Rate as listed in Workday for that position ID number.
- Signatures: REQUIRED**  
Employee's, Supervisor's & Administrator's full signature.  
If Supervisor & Administrator are the same person, they must sign twice.

**PAYROLL TIME CARD** SOUTH ORANGE COUNTY COLLEGE DISTRICT  
MISSION VIEJO, CALIFORNIA

LAST NAME ① FIRST INITIAL POSITION ② ACCOUNT NO. ③ **DO NOT LIST ON CARD**

Employee I.D. No. ④ Month ⑤ Day Year Month Day Year

Reporting Period From ⑤ Through:

Total Assigned Weekly Hours (Base) \_\_\_\_\_ if applicable SEE REVERSE SIDE FOR INSTRUCTIONS

All benefits will be credited on the basis of the ratio of total assigned weekly hours to a 40-hour week.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
																																⑥

Contact Phone Extension: \_\_\_\_\_

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT I AM CURRENTLY ENROLLED IN \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_ OFFICE USE \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_ Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_ RATE ⑧

### TIME CARD TYPES

**PINK** IVC Federal Work Study or College Work Study.

**GREEN** SC Federal Work Study or College Work Study.

**BLUE** substitutes. List name of employee the sub is filling in for.

**WHITE** all other NBUs and BU hourly employees (< 20 hours/week).

*Make copies of all time cards for your department records*

✓ Check hours listed on the 31st [there may only be 30 days in the month]. Review your submissions.

✓ When using California Sick Leave write 'CSL' on day absent (full-day or partial-day). Do not include CSL hours in total. They are paid through Workday's Time Off Plan.

**Subject:** Workday: Upcoming Training Schedule

**From:** Tere Fluegeman  
**Sent:** Thursday, March 10, 2016 8:58 AM  
**Subject:** Workday: Upcoming Training Schedule

## Workday Training Calendar

### Upcoming Training Schedule

We are pleased to announce three types of training over the next four months in addition to the bi-monthly Workday Review sessions!



#### New Employee/New Role

Monthly training classes will be offered for new employees who frequently use Workday and/or employees who are starting a new role that may require additional training. These classes will include Expenses, Budgets, Procurement, HR processes, etc. and will take place at various times throughout one week each month.

Every month, managers will be emailed an RSVP link that they can forward to employees who need training. Employees will sign up for classes they need to successfully complete their daily tasks.

#### Tidemark

Cost Center Managers and identified Administrative Assistants will be invited to attend 1.5 hour Tidemark training classes that will focus on Budget Development for the 2016-2017 Fiscal Year. The class will include a brief introduction to the Tidemark system, basic navigation, and data entry for pooled NBU positions and departmental expenses. This training is by invitation only.



My Team's Time

#### Time Tracking

Starting in April, the District will migrate away from paper time cards and use the electronic entry of worked time. **By summer, no paper time cards will be accepted.** All Time Recorders will be invited to attend classroom sessions detailing time tracking and the mass entry of time. Managers will be given a choice on how they wish their divisions and departments to be trained for time entry.

**This is a tentative schedule.** Upcoming facilities work is scheduled for the training space, so if the training calendar needs to be revised, we will let you know.

If you have questions or need more information, please contact:  
Katlin Barnhill  
Workday Project Training Lead  
[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)

## SAMPLES OF EMAIL COMMUNICATIONS SENT TO SOCCCD EMPLOYEES

---

**Subject:** Workday 26 Update

**From:** Tere Fluegeman

**Sent:** Thursday, March 03, 2016 11:12 AM

**Subject:** Workday 26 Update

### Workday 26 Update

It's that time of year again when Workday will undergo the first of two semi-annual system updates. The update adds functionality requested by various Workday customers, fixes bugs, retires outdated functionality, and keeps functional offerings current with the latest laws and regulations. You will see the changes when you log into Workday on **Monday, March 14!**

**Please review the attached document for an overview of the changes.** The document will also be posted on the Workday Training and Communications website.

If you have questions or need more information, please contact:

Katlin Barnhill

Workday Project Training Lead

[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)

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## What's Retiring?

- **The /t, /m, and Blackberry clients** – If the Workday URL you are using has a /t or /m after it, then you will need to update the link. If you are using a Blackberry, then Workday will need to be accessed through a browser and not the client. All access to Workday will be through a unified interface.
- **Multiple Apps** – There will be a single Workday App for iPhone and iPad available in the Apple Store. If your Workday app no longer works, then you may need to re-download the mobile app.

## Change Photo



## What's New?

- **Crop Employee Photo** – When you upload a photo to your Worker Profile, you'll be allowed to crop the photo.
- **Purchase Requisition Default Worktags** – Indicate one set of worktags on the purchase requisition that will default down to all lines of that requisition. You will still be able to manually change single lines to different worktags.




- **Purchase Requisition Worktag Templates** – save frequently-used combinations of worktags to be used as Purchase Requisition Defaults. Click [HERE](#) to review the training guide.

- **Hide and Display Columns** – You will now be able to hide columns on reports and certain processes.

Before:

Image	Item	Item Description	Spend Category	Supplier
	Item	Subtype 55 - Telephony Services	SP441 - New Equipment Technology (+5200 - 04-31)	Supplier Best Buy Co. LLC (Richfield) Supplier Contract

After clicking the **Columns** icon , you can opt to hide various columns.

Item Description	Spend Category	Supplier	Quantity	Unit of Measure	Unit Co
Subtype 55 - Telephony Services	SP441 - New Equipment Technology (+5200 - 04-31)	Supplier Best Buy Co. LLC (Richfield) Supplier Contract	1	Each	10

This will limit the amount of sideways scrolling. The system will remember your preferences and will not display those columns the next time you are performing the process or viewing the report.

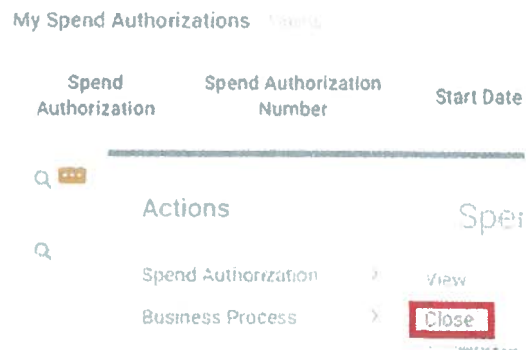


• **Close Spend Authorizations**

During the Create Expense Report process, indicate when the Spend Authorization needs to be closed as it is depleted.



After the Expense Report is paid, then the Spend Authorization can be closed individually.



**Mobile Changes**


- Change Emergency Contacts on Mobile – Now you can enter your primary emergency contact information on Workday Mobile.
- Import Documents on iPhone and iPad from cloud storage services (expenses, photos)
- Features and functionalities available on iPhone and iPad will now be able to be used with Workday including:
  - 3D Touch Support for Home Page
  - Spotlight Search
  - Added as a widget in the phone’s Today View

**What’s Changed?**

- The District logo will be displayed on the home page and in mobile apps.
- Improved Search results.
- Colors of Worklets (icons on the home page)
- More responsive screen on iPhone and iPad.
- Search My Team on mobile.

## What's Coming Soon?

- **Screen Tutorials for Termination Process**

Click on the ? icon  at the top right of the Termination page and follow the tutorial.

## Details

Termination Date \*

08/21/17 - 08/21/17  

Last Day of Work \*

08/21/17 - 08/21/17 

Pay Through Date \*

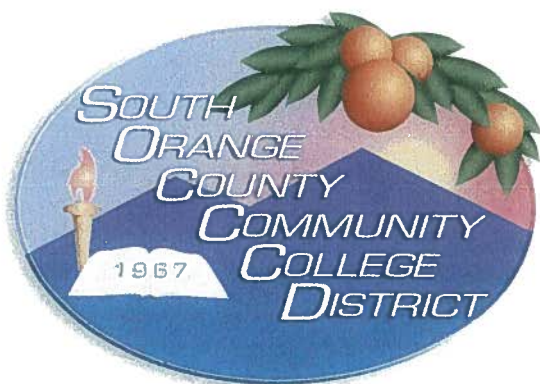
08/21/17 - 08/21/17 

### Termination Date

Select the effective date of the termination. If this is Faculty, make sure the date is the beginning or end of a Semester. All other dates will default in on this page.



If you have questions or need more information, please contact:  
Katlin Barnhill  
Workday Project Training Lead  
[Kbarnhill890@socccd.edu](mailto:Kbarnhill890@socccd.edu)



## SOCCCD Training and Communication Status Report

Week Ending 03/25/16

Project Name:	Workday HCM/Financials Deployment, Tidemark
Reporting Period:	February 5 – March 25, 2016
Leads:	Katlin Barnhill

### Key Accomplishments

#### Accomplishment / Activities since the last Committee Meeting

##### Training

- Website Content:
  - Completed ESS WAT materials editing and posting to the Training site
  - Posted the Tidemark training manual to the Budget page of the Training site
- Training Materials:
  - Continuing to edit the HCM training manual to be more in-depth
  - Completed split of Financials training manual into 3 separate manuals (Procurement and Assets, Budgets and Journals, and Expenses)
  - Sent first chapters of Procurement manual for review by Purchasing
  - Finished editing all manuals to fit the WD26 new user interface changes
  - Developed Tidemark Budget Development Course Manual
- Training Sessions:
  - Continuing to facilitate the Workday Review Sessions on Friday mornings twice a month at both campuses for power users. This will allow the users to ask questions, receive a refresher, and for the team to identify issues
  - Facilitated Tidemark User Testing session
  - Prepped for Tidemark training sessions to start 3/28
  - Facilitated New Employee and New Role Workday training for March
  - Facilitated Time Tracking review session with Payroll Department to review the issues they found and recommended users for Pilot Group
  - Prepped for Time Tracking Pilot Group session by making changes to SOCCCD3 environment
  - Facilitated Time Tracking Pilot Group session with select departments reps from both campuses

#### Accomplishment / Activities since the last Committee Meeting

Accomplishment / Activities since the last Committee Meeting

**Communication**

- Emails:
  - Tidemark RSVP and reminder RSVP emails
  - Workday New Employee and New Role Training RSVP email
  - Training timelines
  - WD26 New Features email
  - Payroll Time Cards
  - Tidemark Outlook invitations
- Meetings:
  - Workday Review Session meetings at both campuses
  - Payroll Department Time Tracking Review Meeting
  - Payroll Pilot Group Meeting

Upcoming Activities

Upcoming Activities

**Training**

- Prep for the Workday Review sessions at both campuses
- Continue editing course manuals and sending them to SMEs for review
- Facilitate Tidemark Training classes at both campuses
- Facilitate New Employee and New Role Workday training for April
- Facilitate Time Tracking Training at both campuses

**Communication**

- Emails:
  - Payroll Time Card Processes Update – sent for review
  - Survey for Time Tracking training for department
  - RSVP for April New Employee/New Role Training Classes
  - RSVP for Time Tracking Training
  - Financial Reports
- Meetings:
  - Workday Review Sessions at both campuses
- Communication Protocol

Key Issues

**Communications:**

1. Timely communications are needed to address issues and mitigate confusion throughout the district.
2. Communications need to be communicated to all stakeholders to mitigate misinformation and make everyone aware of potential questions from users.

**Risks**

None at this time other than what is listed in Risk log

**Deliverables**

Description	% Complete	Due date
Tidemark Training Manual	100%	03/24/16
HCM Course Manual version 2	40%	04/11/16
Return from Out of Class Assignment Manual	20%	04/11/16
Budget and Journal Training Manual v2	75%	04/11/16
Procurement and Asset Training Manual v2	75%	04/11/16
Expenses Training Manual v2	50%	04/11/16
Communication Protocol	20%	04/18/16



# Welcome to Workday!

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## *DAM Meeting Presentation -- Workday Update and GO-LIVE*

*June 26, 2015*





# Introductions

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- Vice Chancellor Fitzsimons
- Vice Chancellor Bugay
- Workday Trainer, Katlin Barnhill

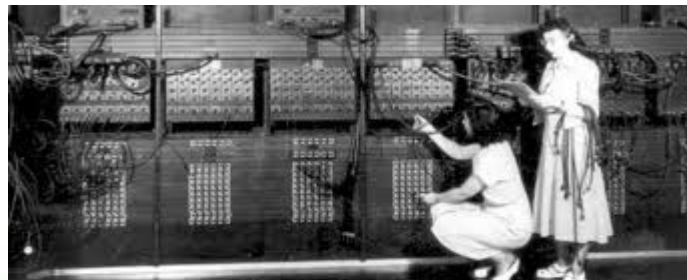
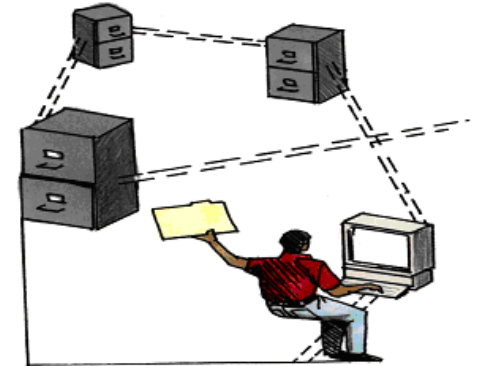






# What were the issues and challenges?

- District's current software systems for HR and Finance are old and out of date (CHRMS 27 years old; ESCAPE 16 years old)
- No longer adequate for current and future needs
- Additional safe guards needed for compliance
- Systems not integrated or comprehensive, nor do they handle everything needed
- Tons of paper and manual processes
- Paper driven system does not work with the high volume, complexity, and size of our district
- Lots of complaints across the district at all levels - *length of time it takes to do things, processes hard to understand, lots of confusion*
- Need to improve services to colleges and to faculty, staff, and students





# What BPA's were conducted?

- Hiring process *for faculty, classified, and administrators/managers*
- Budget development
- Travel
- Payroll
- Accounts Receivable *(included cash management, cash controls, invoicing, foundations, etc.)*
- Employee On-Boarding
- Purchasing, Warehouse, Receiving, Accounts Payable
- Curriculum Development
- Capital/Facilities Planning (part 1)
- Student Financial Aid (part 1)
- Board agenda preparation process
- Benefits
- Contracts





# Business Process Innovation (BPI) Checklist

- **Ideal** - Are we setting the trajectory toward the *ideal* process?
- **End-User** - Does the new process focus on the end-user (“consumer”)?
- **Simpler** - Is the process simpler?
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- **80/20** - Have we used the 80/20 rule? (design for the majority, not the exceptions)
- **Enter Once** - Are we entering data only once? (no shadow systems)
- **Visible** - Is all needed information visible and accessible in Workday?
- **Paperless** - Have we eliminated “wet” signatures, printing, paper, forms, and folders?
- **History** - Can anyone track status of an item at any point in time and is there a clear audit trail?
- **District-wide** - Is the process designed to work District- and College-wide?
- **Reality** - Does the system reflect reality? (no awkward work-arounds)





# Workday Project

- This is *first and foremost* a Business Process Improvement Project
- We are implementing new technology to obtain our business innovation goals
- Systemic change is taking place

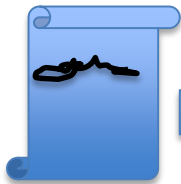




# Moving to Real Time Information

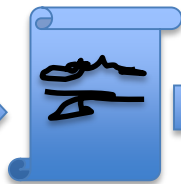
## Pre-Workday

Fill form



Day X-13

Approvals



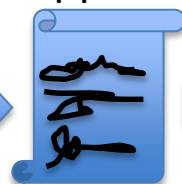
Day X-12

Docket



Day X-11

Final Approval



Board Meeting  
(Day X)

Enter Into System



Day X+2

First day to Access data



Day X+3

## Post-Workday

Initiate Process



Day X-12

Access to data



Day X-12

Docket



Day X-11

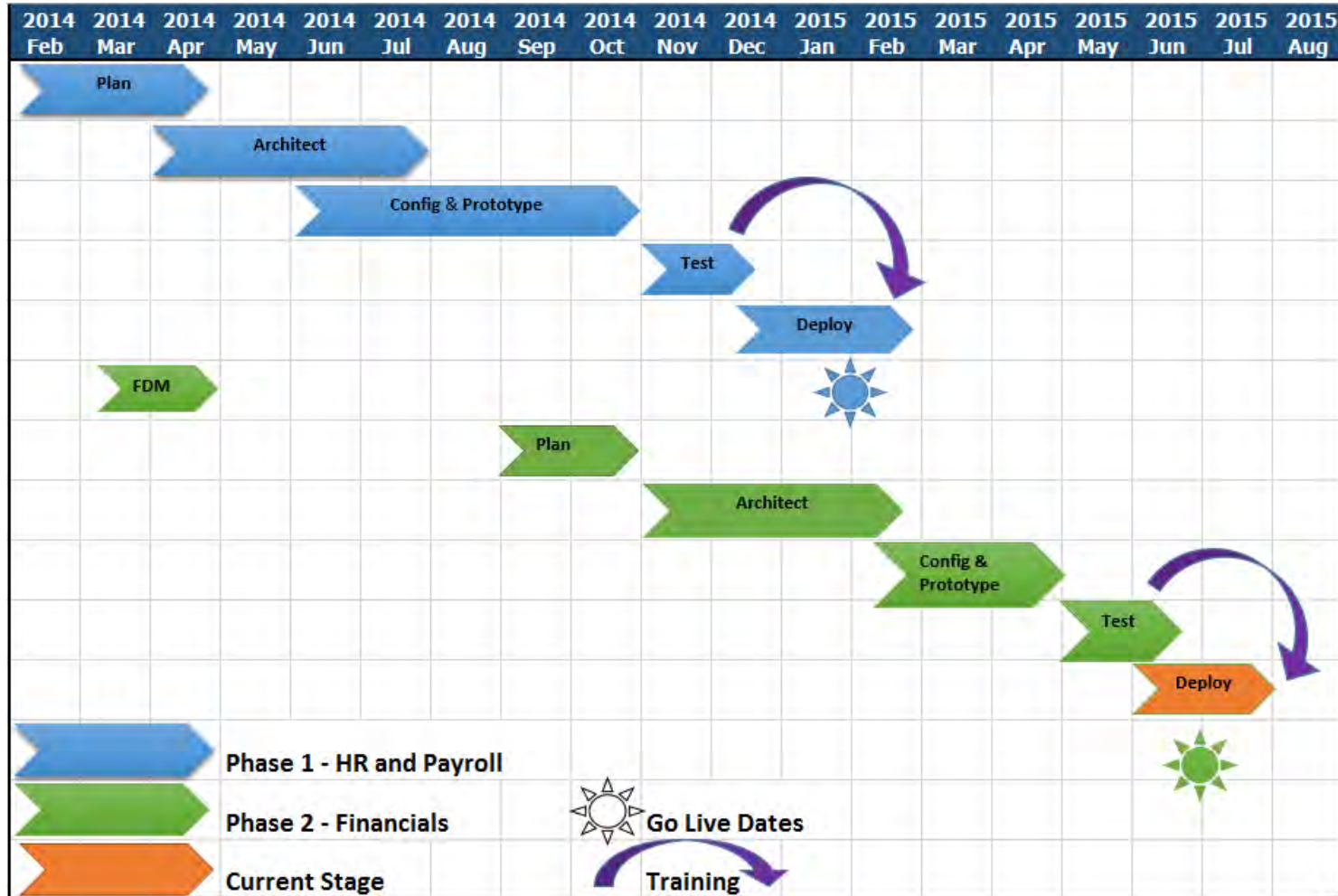
Data Effective



Board Meeting  
(Day X)



# Project Timeline





# Upcoming Months

## July 1

- Expense Reports (Employee Reimbursements)
- Purchase Requisitions

## August

- One-Time Payments (Stipends)
- Period Activity Pay (Stipends)

## September

- Budget Amendments (Transfers)
- Time Tracking (Time Cards)
- Workday 25 Update



## New Financial Terms

Terms	Definition
<b>Budget Amendment</b>	Budget Transfer
<b>Company</b>	District or Foundations; legal entities with their own Tax ID numbers
<b>Cost Center</b>	Department, Division, Location
<b>Expense Report</b>	Employee Reimbursements (non-payroll reimbursements for travel and other expenses); will be replacing Direct Pay
<b>Ledger Account</b>	Object
<b>Program</b>	TOPs Code or Project
<b>Spend Authorization</b>	Travel Request
<b>Spend Category</b>	Expense Object Code
<b>Supplier</b>	Vendor





# What are Worktags?

Example Account String	Fund	Spend Category	Cost Center	Program
01-4200-0-000-7-010-000-6610	010	SP4200	70100	661000

**\*Not all Worktags have a 1 to 1 correlation with the legacy account codes**



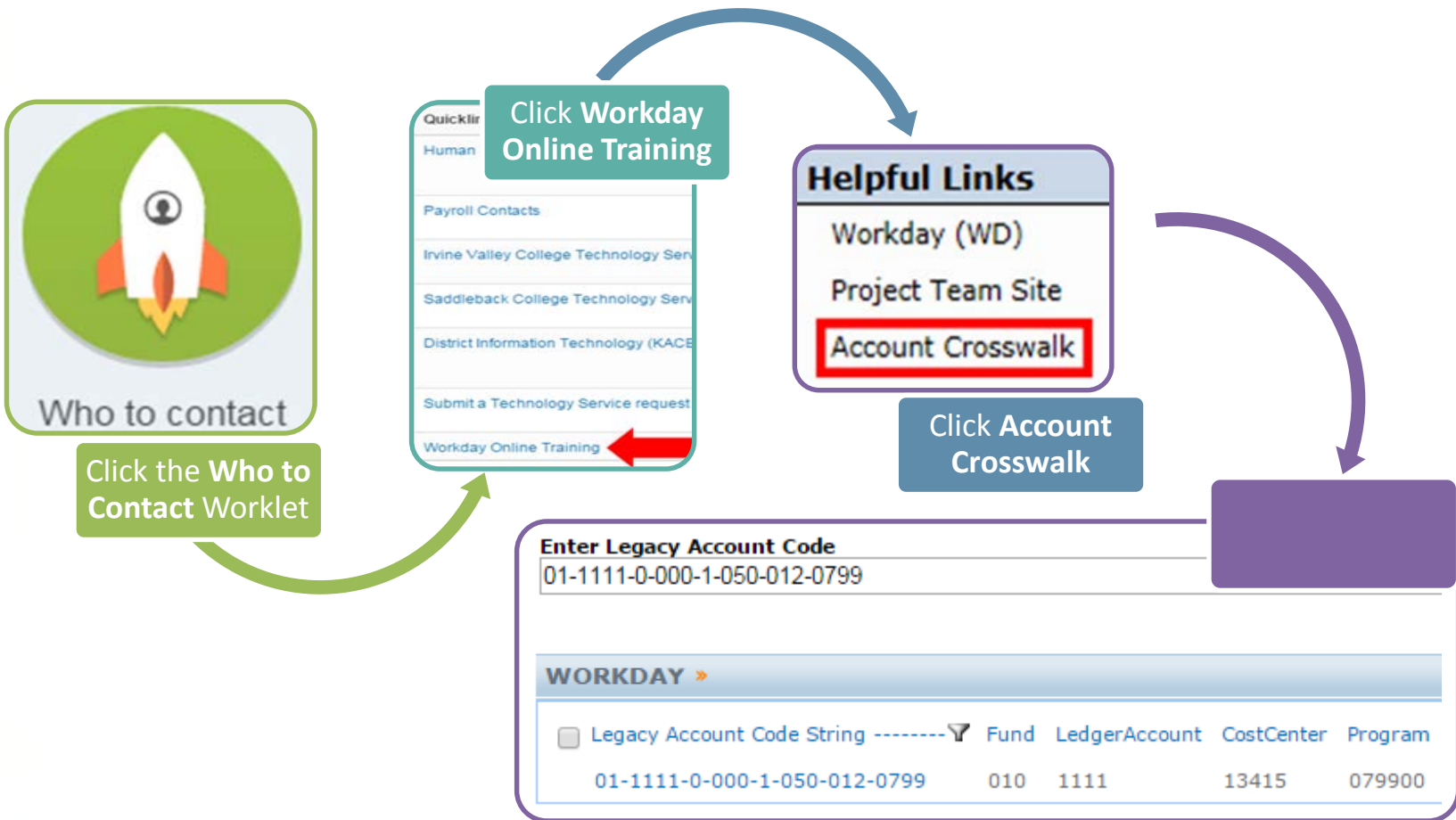
# Worktag Examples

Worktag Types	Examples
<b>COST CENTER</b>	72100 DS-Fiscal Services
<b>CUSTOMER</b>	Audi Mission Viejo
<b>FUND</b>	010 General Fund Unrestricted
<b>EVENT</b>	Graduation, Homecoming
<b>EXPENSE ITEM</b>	Airfare, Mileage, Registration
<b>FINANCIAL AWARD FUNDING YEAR</b>	2015-2016, 2016-2017
<b>FUNCTION</b>	Fundraising, Management & General

Worktag Types	Examples
<b>FUNDING SOURCE</b>	FS204 Federal Work Study, FS100 Basic Aid
<b>GIFT</b>	GFB00030 IVC Student Program Fund
<b>GRANT</b>	G0006 Perkins Title I-C
<b>LOCATION</b>	IVC – B 382 – Class Lab
<b>PROGRAM</b>	672000 Fiscal Operations
<b>PROJECT</b>	P0696 SC Sports Facilities
<b>REVENUE CATEGORY</b>	RE8843 Bookstore Sales



# How Do I Find My Worktags?





# Live Demo Training



- Approvals
- Spend Authorization
- Expense Reports
- Performance Evaluation





## What can you expect during GO-LIVE for Financials?

- We know it will **NOT** go entirely smoothly! But, we are expecting that and planning accordingly!
- No Major ERP implementation GO-LIVE is perfect
- There are always some issues during GO-Live, it's part of the process
- We ask for your **patience** and **kindness**!
- Please **encourage** your staff in your departments to do the same
- We have identified people to call or email if you notice issues!
- Please understand that some of these adjustments **may take time**; Can not always do fixes overnight
- We will commit to communicating what is going on





# Go-Live Assistance

Adelfa x4690

- FDM
- Worktags
- Crosswalk

Betty x4673

- Grants

Brenda x4669

- Cash Receipts
- General Accounting

Kim x4661

- Expenses
- Budgets

Yvonne x4647

- Business Assets

Purchasing  
x4680

- Requisitions

## General Questions

Workday Hotline x6000

- (949) 348-6000 leave message
- Monitored Regularly
- Questions/Issues will be routed appropriately
- Workday@socccd.edu

## Self Help

Workday Training Website

- Located on [SharePoint](#)
- FAQs
- Job Aids and Videos
- Course Manuals

## Open Labs

Workday Open Labs

- July 2 - Saddleback
  - 8 am-12 pm & 1-5 pm
- July 9 – Irvine Valley
  - 8 am-12 pm & 1-5 pm



# Business Process Innovation Initiative and Workday Project Success





# Business Process Innovation Initiative and Workday Project Success







# QUESTIONS?





# Welcome to Workday at SOCCCD

## “How Workday can Improve your Workday”

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### Professional Development Week

### Spring 2015



*January 13, 14, and 15, 2015*  
*Irvine Valley College and*  
*Saddleback College*



# Introductions

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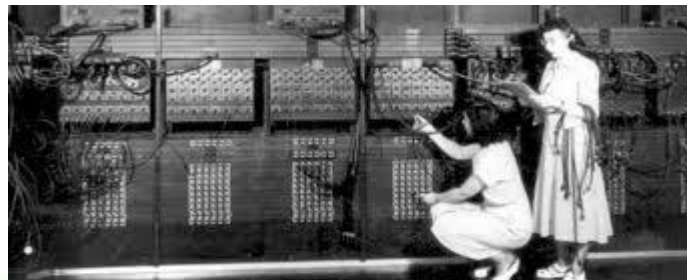
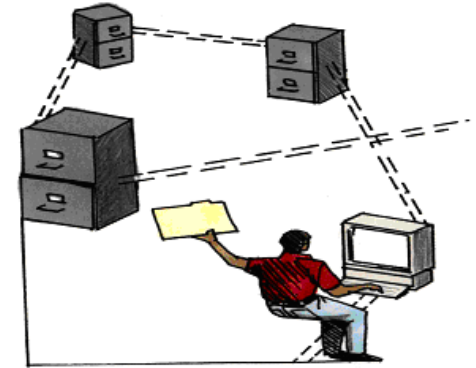
- Vice Chancellor Fitzsimons
- Vice Chancellor Bugay
- Steering committee, project team, participants





# What were the issues and challenges?

- District's current software systems for HR and Finance are old and out of date (CHRMS 25 years old; ESCAPE 14 years old)
- No longer adequate for current and future needs
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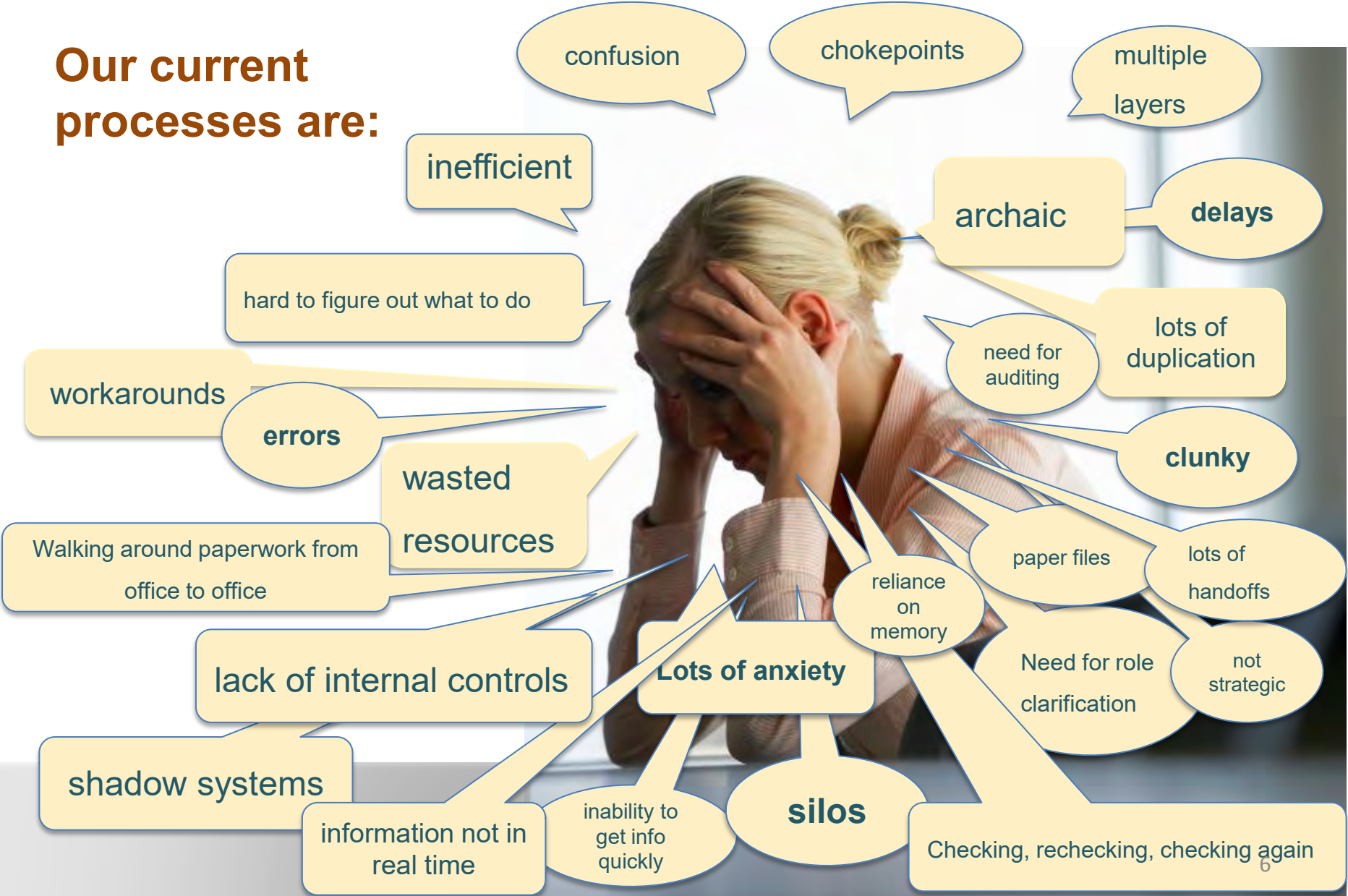


“If we automate a mess,  
we have an  
automated mess.” anonymous



# What did we learn from the BPA's?

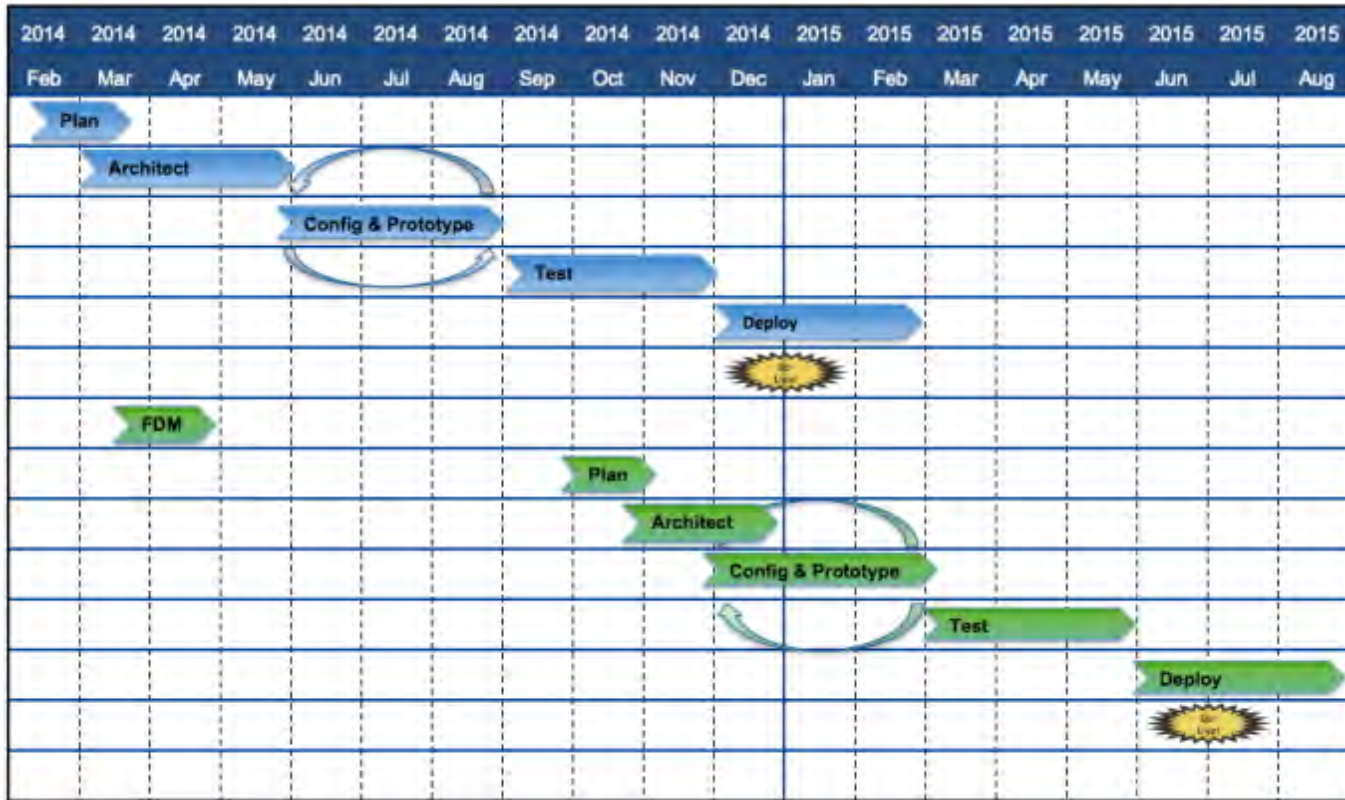
**Our current processes are:**





# Project Timeline

Implementation was for 18 months---it began in Jan 2014.



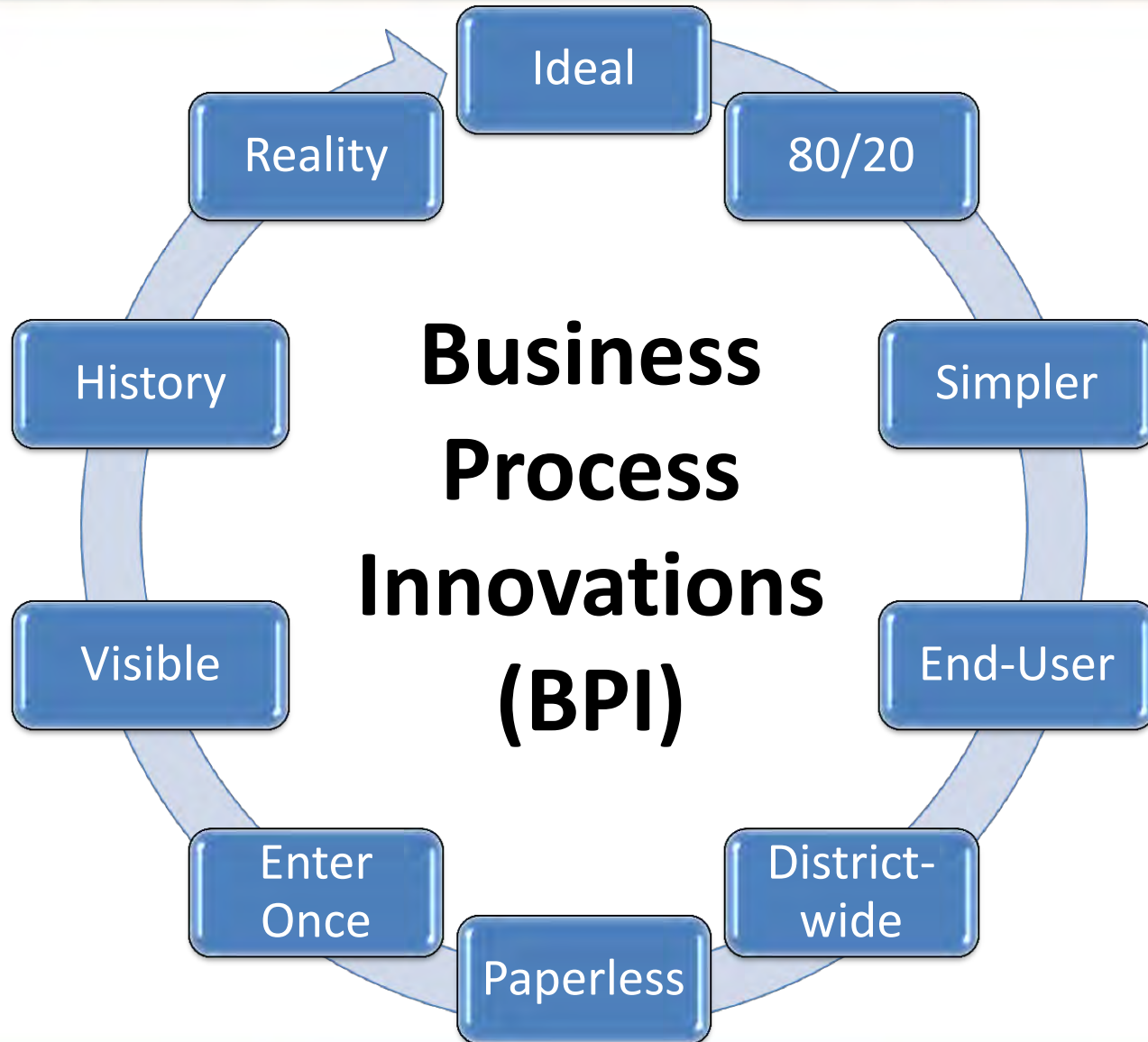
Phase 1 - HR and Payroll  
 Phase 2 - Financials





# Business Process Innovation (BPI) Checklist

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- **District-wide** - Is the process designed to work District- and College-wide?
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***“I’m a faculty member, why would I care that we are changing administrative systems? This won’t impact me, will it?”***

- ***Yes, this will impact you! But, for the better!***
- Many/most paper forms will be eliminated, processing time will be speedy
- Faculty will be able to request leave and do it by laptop, desktop, ipad, mobile devices (phone)
- **Faculty will be able to look up their leave balances and they will be up-to-date in real time!**
- **Faculty will be able to change their contact info**
- Faculty will be able to see their work assignments, stipends, overload, etc.
- **Faculty will be able to turn in their travel receipts for reimbursements**
- **Faculty will be able to do open enrollment or changes to benefits**
- **Faculty will be able to see where anything is in the process**
- **If a faculty member is working on a grant, will be able to do grant proposals, grant activities on this system**
- **Reports will be much easier to do, create, and be timely**



# Live Demonstration and training

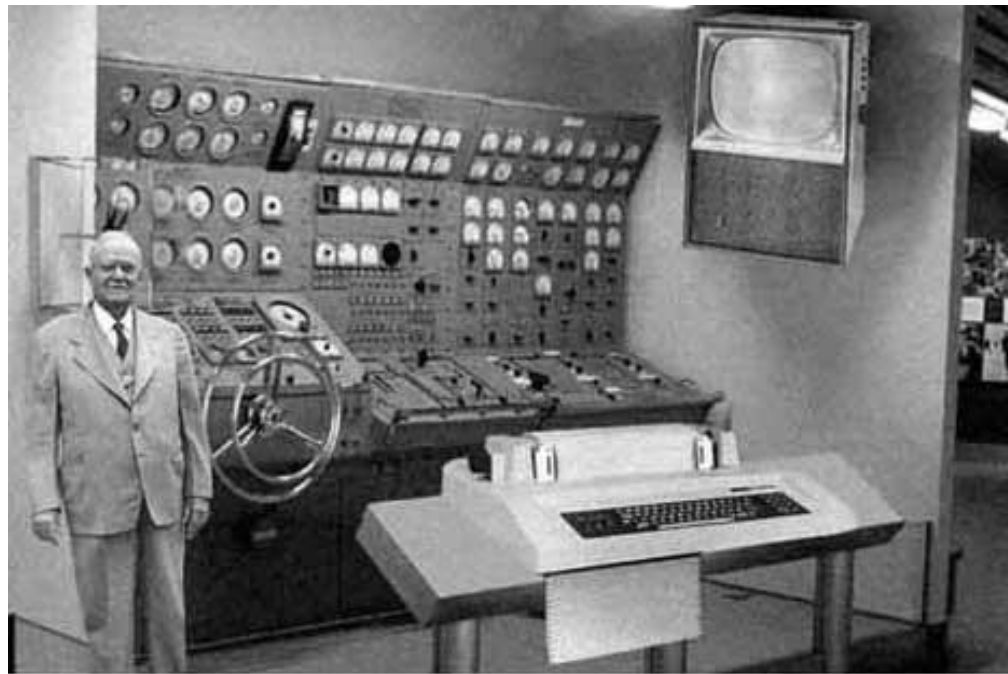


*Led by:*  
**Katlin Barnhill**  
**Jim Laurie**



# *Remembering why we are doing this!*

**The original designer of our  
system...**



**A member of the  
Accounting Team  
preparing the monthly  
reports...**





## What's next?

- **Select a training date** to attend-6-8 weeks of opportunities to train
  - Refer to Training Schedule for this phase (handouts)
- There will be many opportunities to get involved in next stage – design, testing, feedback, training, communication, events
- Go Live date for first phase is **Feb 1, 2015**
- Go Live date for second phase is **July 1<sup>st</sup>, 2015**





# THANK YOU!

- HR/Finance Software System RFP/Implementation Steering Committee:  
Brandye D'Lena, Carol Hilton, David Bugay, Davit Khachatryan, Debra Fitzsimons, Bob Bramucci, Bill Pearce, Dennis Gordon, Kevin Dalla Betta, Jim Laurie, Jim Phaneuf, Louise Comer, Kim McCord, Rosie Aguilar, Shannon Seifert, Steve Gross, Teddi Lorch, Katlin Barnhill, Dan Johnson, Brenda Mathias, Brian Kim
- The **HUNDREDS** of College Faculty, Classified Staff, Administrators, Managers who participated in the BPA sessions, all of the vendor demonstrations, and will be participating in the project team meetings, and implementation/testing/training of the system
- Tere Flugeman, Natalie Cooney, and Michael O'Meara
- District IT department
- Chancellor Poertner and Board of Trustees
- Workday, Sierra-Cedar, and Strata Information Group







# QUESTIONS?





# **Business Process Analysis and the HR/Financial System Software Project**

*A Presentation to the  
SOCCCD Board of Trustees*

**January 27, 2014**



## This presentation will address the following questions:

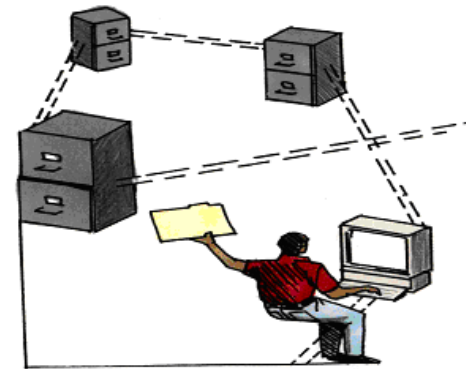
1. What were the issues and challenges that drove us to conduct Business Process Analysis (BPA) Sessions and the need for a new HR/Financial Software System?
2. Why were the BPA's done before the RFP process?
3. What BPA's were conducted? What were the results?
4. How were the BPA findings used in the RFP and procurement process?
5. What was the RFP process? Who was included and had input?
6. What product is being recommended? Why?
7. What will it be able to do for us? What are the benefits that everyone will experience?
8. What will project implementation entail? What is the timeline?





# What were the issues and challenges?

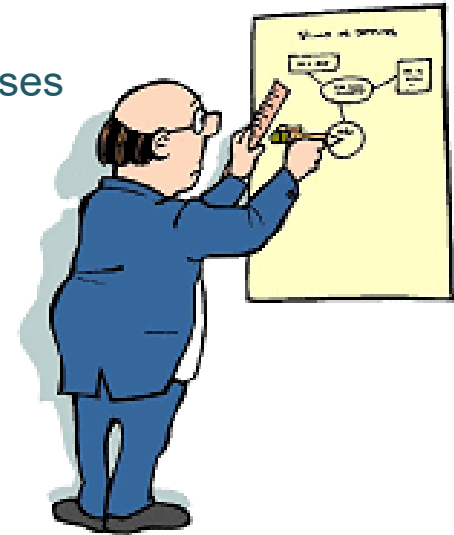
- District's current software systems for HR and Finance are old and out of date (CHRMS 25 years old; ESCAPE 14 years old)
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- Lots of complaints across the district at all levels - *length of time it takes to do things, processes hard to understand, lots of confusion*
- Need to improve services to colleges and to faculty, staff, and students





# Why do BPA before the RFP for a new system?

- Understand our current business processes
- Understand our inefficiencies and issues
- Need to have shared Ideal Model for our business processes
- Ideal Model would be based on best practices:
  - Simple
  - User friendly
  - Compliant
  - Transparent
- Provide good data to be used for the RFP
  - Scope
  - Definitions
  - Criteria of our needs for a new system
- Costco effect
- We want to avoid disappointment in selecting a system and then realizing our system selection alone does not fix everything
- Avoid implementing inefficient and ineffective practices in the new system





“If we automate a mess,  
we have an  
automated mess.” anonymous





# What BPA's were conducted?

- Hiring process *for faculty, classified, and administrators/managers*
- Budget development
- Travel
- Payroll
- Accounts Receivable *(included cash management, cash controls, invoicing, foundations, etc.)*
- Employee On-Boarding
- Purchasing, Warehouse, Receiving, Accounts Payable
- Curriculum Development
- Capital/Facilities Planning (part 1)
- Student Financial Aid (part 1)
- Board agenda preparation process
- Benefits
- Contracts



# What did we learn from the BPA's?

(Item 4.2 – Exhibit B)  
Our current processes are:







# What did we learn from the BPA's?

## We want the new system to be:

- One integrated comprehensive single authoritative source of data
- Based on tried and true best practices and new technology
- Create solutions for issues we know are happening
- A robust information management foundation for the next two decades
- Fast, real time transactions and processes
- Electronic, online signatures and approvals with routing to appropriate approvers
- Auto/notify reminders





# What did we learn from the BPA's?

## We want the new system to do:

- Reduce steps, streamlined
- Eliminate “side” systems and silos of information
- Reduce errors, reduce risk and liability, control access for security, better internal controls
- Data entered once into the system and extracted for easy and robust reporting
- Transparency
- Clearly define roles and responsibilities
- Require less time to do things
- Hopefully reduce operational costs





# How did the BPA info get used in the RFP process? (Item 4.2 exhibit A)

- Using the detailed findings and reports, common themes emerged
- Determined
  - overall scope of work
  - basic needs
  - additional requirements for a new HR/Financial Software system
- Based on the above, RFP was developed by the steering committee
- Process assures respondents had clear understanding of what we were looking for
- Rigorous competitive procurement process took place
- Evaluation was
  - objective
  - transparent
  - and fact based





## Recommendation

- Refer to Item 6.1 Exhibit A
- Out of 7 vendor responses, 3 were invited for extensive weeklong interviews and demonstrations
- **Workday, Inc.** is recommended as the HR/Financial Software System
- **CedarCrestone, Inc.** is recommended to be the implementation partner for the project





# Why Workday?



- Meets and exceeds the district and colleges' needs - can do the functions we want and more
- Unique to the point of distinguishing it from all other products
- Takes advantage of the significant shift in the administrative software market towards:
  - Cloud Based
  - Multi tenant Software as a Service (SAAS) Computing
  - Object Oriented Technology
  - Big Data Analytics
  - Next Generation User Experience
  - Software has the longest possible life span





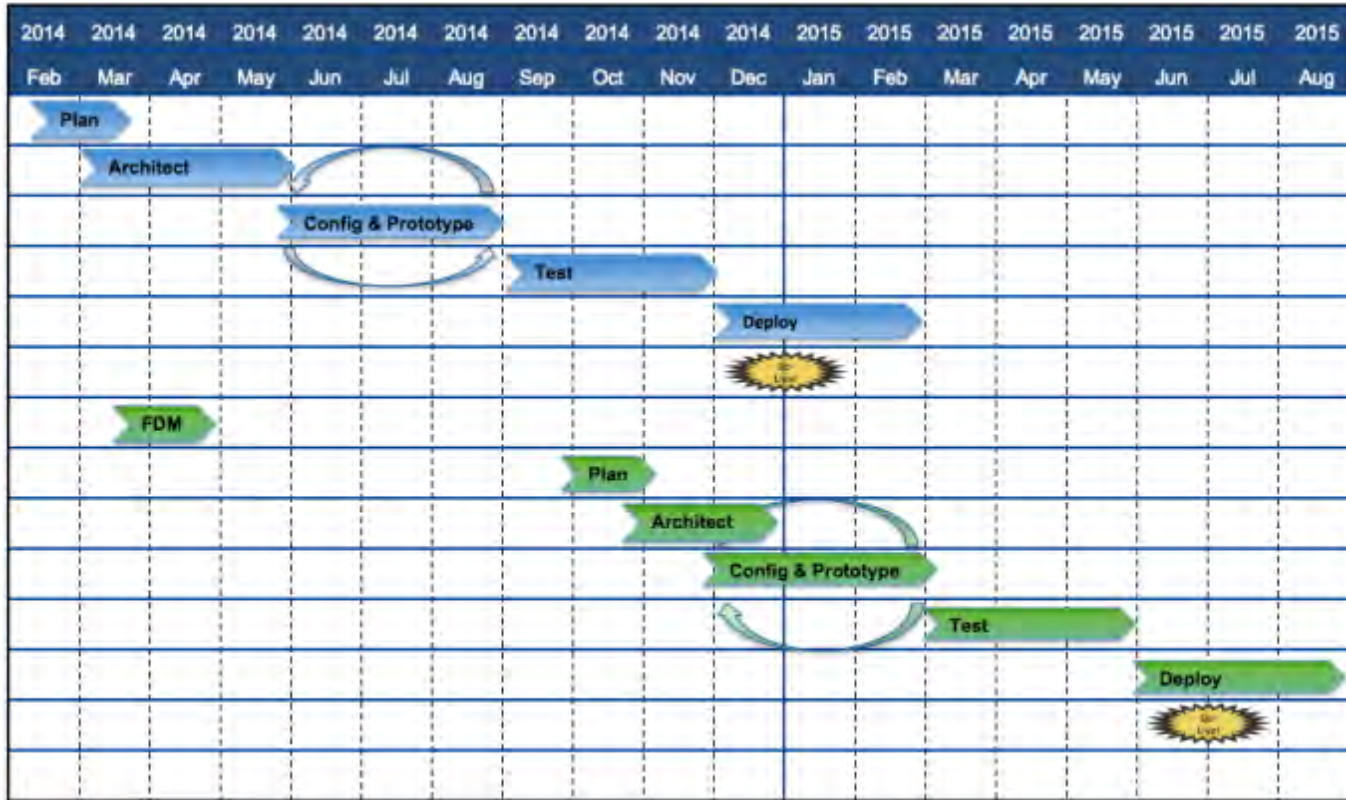
# Technological Advantages

- Faster Performance
- Superior Data Modeling and Integration
- More Scalable
- More Elastic
- Easier Set Up and Maintenance
- Simplified Upgrades
- Superior Security
- Superior Configuration
- Native Mobile Access
- Native Advanced Analytics
- Better Deployed IT Resources
- Employee & Student Centered



# Project Timeline

Implementation will take approximately 18 months, starting immediately.



- ▶ Phase 1 - HR and Payroll
- ▶ Phase 2 - Financials



# Project Implementation

- Will be a lot of work but worth it in the end!
- Will be making the process changes along with implementing the software system
- Project Plan with milestones developed
- Steering Committee- Consultants-**Lots of college input in all phases**







# THANK YOU!

- HR/Finance Software System RFP/Procurement Steering Committee:
  - Brandye D'Lena, Carol Hilton, David Bugay, Davit Khachatryan, Debra Fitzsimons, Denise Aviles
  - Jim Laurie, Jim Phaneuf, Karen Bronson, Kim McCord, Rosie Aguilar, Shannon Seifert, Steve Gross, Teddi Lorch
- The **HUNDREDS** of College Faculty, Classified Staff, Administrators, Managers who participated in the BPA sessions and all of the vendor demonstrations
- Vice Chancellor Robert Bramucci and District Services IT staff
- Strata Information Group
- Gartner Group
- Legal Counsel-AALRR and OCDE





# QUESTIONS?





SAMPLE OF ONE OF SEVERAL TRAINING MANUALS AVAILABLE TO SOCCCD  
EMPLOYEES



# COURSE MANUAL

## Employee: Getting Started

THIS BOOKLET IS FOR THE PERSONAL USE OF ONLY THE INDIVIDUALS WHO ARE PART OF AN ORGANIZATION THAT IS CURRENTLY SUBSCRIBED TO WORKDAY AND THE ADOPTION KIT. YOU MAY MAKE COPIES ONLY AS NECESSARY FOR YOUR OWN USE. ANY DISTRIBUTION OUTSIDE OF YOUR ORGANIZATION IS STRICTLY PROHIBITED UNLESS WORKDAY HAS AUTHORIZED SUCH DISTRIBUTION IN WRITING.

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## CHAPTER 1 – NAVIGATE WORKDAY

### OBJECTIVES

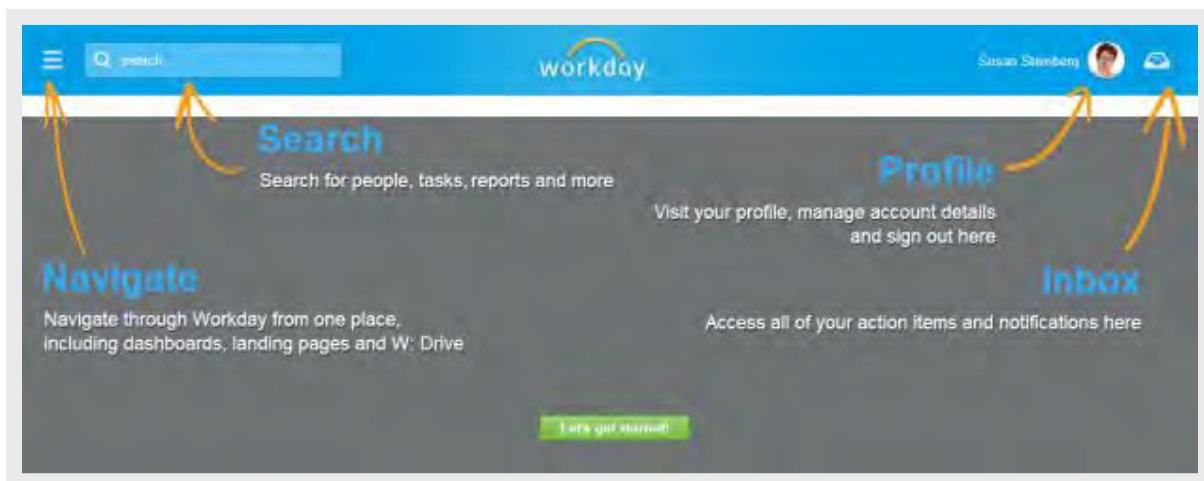
By the end of this chapter, you will:

- Navigate the Home page and distinguish between the associated worklets.
- Use the Search function.
- Identify the Related Actions icon and define its function.

### NAVIGATE THE WORKDAY SYSTEM

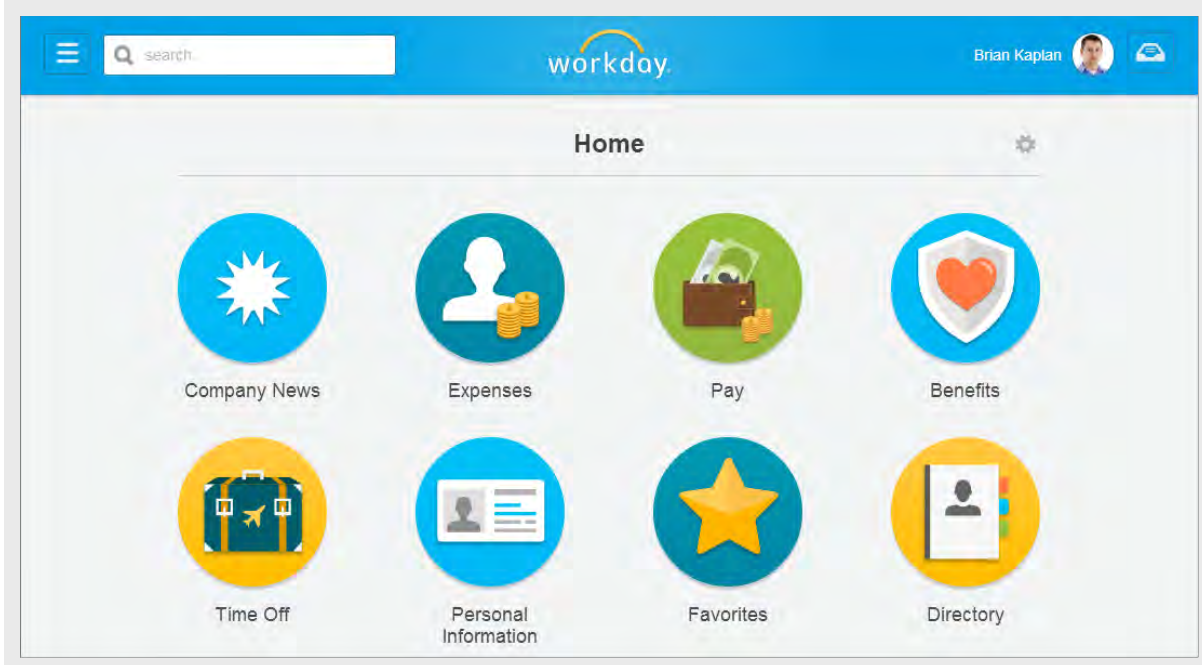
Based on how your organization configures Workday, the Home pages may not look exactly like the images shown in this guide.

When logging into Workday for the first time an introductory page displays an overview of the Workday banner. The banner contains Workday global navigation functions, such as Search, Navigation Menu, your Profile and your Inbox. Click **Let's get started!** to advance the Workday application.



### HOME

Workday's Home page is the one source for all worker self-service and informational needs. Use it to access all personal information, such as emergency contacts, paid time off balances, payment elections, federal tax information, name and address, and much more. Available information varies depending on what products are implemented and what self-service configurations are enabled.

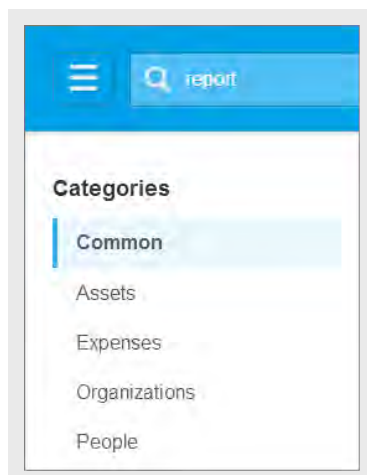


The icons on your Home page provide access to groups of related tasks, reports, and links called worklets. These worklets represent different kinds of tasks or work you can perform using self-service functionality.

## SEARCH

Use the Search box to locate tasks, reports, and views you can access.

If you are not sure where to find information in a particular worklet, type the task name or report you are looking for into the Search box.



As you type, Workday filters your request offering several of the most common search results in a drop down menu. Select one of these results, or click Enter to skip the menu and display the search results on a separate page.

Either perform searches on narrow, targeted areas of Workday, or expand to include all of Workday.


The focus of a typical search is on the most common areas of Workday.

Improve search results by narrowing search focus. To change the focus of your search, select the distinct area of Workday to search from the drop-down list.

Search to locate worker information. If you are not a manager, your access to other workers information is restricted to their available contact information, their management chain, their current job, and who supports the organization that they reside in such as their HR Partner, Benefits Partner, etc.

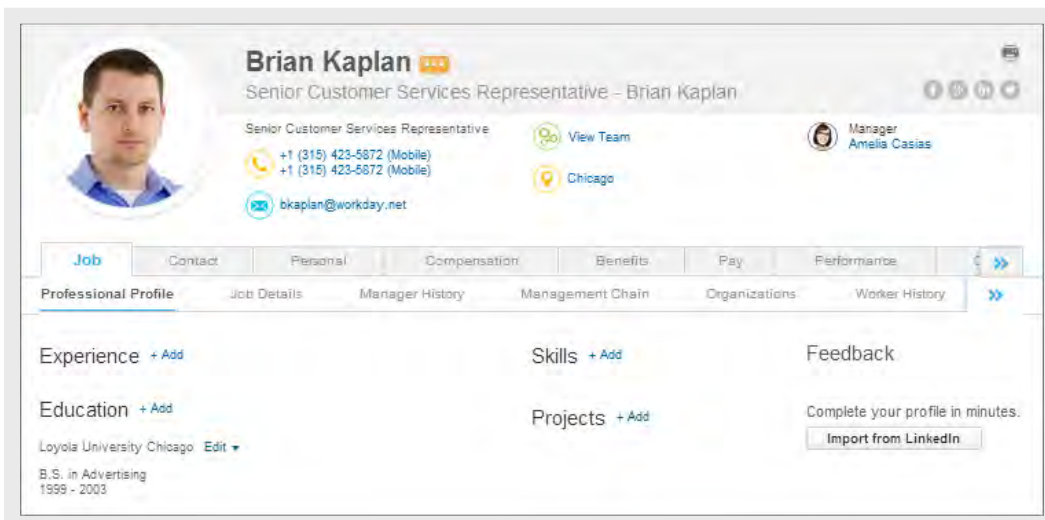
You can also search for your own personal information. Type, "address" in the search window to view a series of reports on the history of your address changes, a list of email addresses, your work and home addresses. Some of these reports are actionable and allow you to modify or add to your address information.

## RELATED ACTIONS ICON

When a Related Actions icon  displays next to an object, you can take actions or complete tasks related to that object. Available actions depend on what your organization allows.

Most employees can use the Related Actions functionality to view data and accomplish tasks related to their own employee record, such as changing a legal name, requesting time off, or submitting an expense report.

Many of these tasks are also available on an employee's profile page, or as individual links within the worklets on the Home page. There is often more than one way to accomplish the same task within Workday.

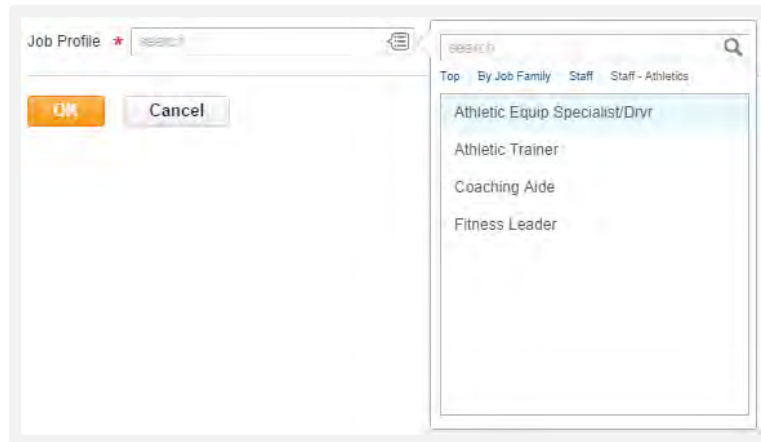


Note: See the Navigation video and Navigation Job Aids for more content.

## ADDITIONAL NAVIGATION TOPICS

### PROMPTS

Workday utilizes prompts to help users navigate in search fields. Prompts display all content available to that field, allowing you to drill into folders or levels to more easily find the value(s) you desire. As you navigate through prompts, a trail of folders displays as breadcrumbs at the top of the pane, allowing you to return to a previous level. If the prompt only contains one folder or available level to choose, it will default open.



### ACTIONABLE REPORTS

Workday uses a very powerful object-action model that drives Workday's navigation and interactive reports. When you view a page in Workday, most of the items on the screen are links and many of those items have a Related Actions icon (three dots) next to them. These features are what make our reports and viewable pages actionable.

### SINGLE-SELECT FIELDS

If a field displays a **Prompt** icon (three dots), you are required to use one of the prompt values. In single select fields, only one value is allowed and the prompt list will disappear once a value is chosen.

### MULIT-SELECT FIELDS

If a field permits more than one value the prompt list will stay open to allow you to choose as many values as necessary. The field expands as you enter additional values and you click the X to remove entries.

### FAVORITES












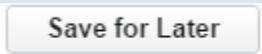
Your favorite items can be found on the Favorites tab of the Main Menu. Any item in Workday is able to be flagged as a favorite by using the *Favorite* -> *Add* related action off that item. This allows for easy access to those items which you use most often, and your prompt boxes will display a folder for easy access to your favorites.



## STANDARD SCREEN ICONS

Icon	Description
	Opens the Workday Main Menu
	Brings you back to your default landing page
	Opens your Inbox to access current actions, notifications and historical processes.
 <i>or</i> 	Displays the Related Actions menu for an object (available only if the user has permission to perform additional actions on that object).
	Used to narrow down data. Clicking this icon will create a row on your report where you filter data to display from one or more columns.
	Click to view this page as a PDF file that you can print.
	Click to view this page as an Excel file.
	Used to indicate that the report can be viewed as a chart.
	Change prompt values and rerun either a report or a task with new values.
	Appears in the upper right side of worklets and landing pages and acts as a menu or settings option.
	Opens the associated instance, replacing the current view page (Only available on select view pages).
	Alert: Soft warning message that alerts you about system limitations based on configuration. You may continue your process or configuration.
	Error: Hard warning message that alerts you there is a critical error. An error must be corrected to move forward in a process or to enable your configuration.

## TASK PAGE ICONS

Icon	Description
	Required Field indicator:
	Prompt: Click on this prompt icon to see a list of available values sorted in folders (if applicable).
	Calendar: Opens a calendar to select your date.
	Delete Row: Click this icon to remove the current row from the grid.
	Add Row: Click this icon to add a row to the current grid.
 or 	Click to enter information into a field.
	OK Button: When you click OK, the system accepts your changes.
	Submit Button: Submit accepts your changes and moves you to the next step in the business process.
	Done Button: Done closes a confirmation screen.
	Cancel Button: Click cancel to disregard all changes.
	Save for Later Button: Saves the item in your inbox until action is taken.

## INBOX

The Inbox is an activity stream that displays business process tasks, approvals, to dos, and notifications. Click on the Inbox icon on the top right of your screen displays Actions and Notifications. When View Inbox is selected, your inbox opens in full-screen mode and the content is divided across three tabs called Actions, Notifications, and Archive. The Actions tab displays tasks, approvals, and to dos, while the Notifications tab displays notifications regarding business processes and rules-driven alerts such as birthdays and time off. The Archive tab displays historical actions and business processes within the last 30 days. You can also choose to add the Inbox as a worklet on landing pages such as My Team, All About Me, and Home.

Each tab of the Inbox displays item totals specific to the tab you're viewing. The Actions tab also display filter options based on items in your inbox.





## ACTIVITY 1 – NAVIGATE WORKDAY

Scenario: In this activity, you will modify your information and navigate through Workday.

### **Sign in as yourself.**

#### EDIT ADDRESS INFORMATION

From the Home page:

1. Type **Addresses** in the search window and select the **Addresses** task to view your current address information.
2. Select an address and click the **Edit** icon .
3. Click the **Plus** icon  next to the desired edit field and make your edits.
4. Click **Done**.
5. Click outside of the editing space to update the information.
6. Click **Submit**.


#### VIEW ANOTHER WORKER'S INFORMATION

From the Home page:

1. Introduce yourself to the person sitting next to you and type their name into the search window.
2. Click on your neighbor's name.
3. Navigate through their profile to see the limited view of their data.

#### CHANGE PREFERRED NAME

From the Home page:

1. Click your **name** at the top-right of the Home screen.
2. Click **View Profile**. Your Worker Profile page displays.
3. Click the **Related Actions** icon  next to your name.
4. Scroll down to the **Personal Data** tab and scroll over to select the **Change My**

**Preferred Name** task.

5. Make your changes. Click **Submit**.



Note: This change may result in a change to your SOCCCD email address.



## ADDITIONAL RESOURCES – NAVIGATE WORKDAY

The following materials are available via the [Workday Training Website](#) to augment this training.

1. Job Aid – Use Your Inbox
2. Video – Navigation Using Worklets
3. Video – Navigation Using Search
4. Video – Navigation Using Related Actions and Links

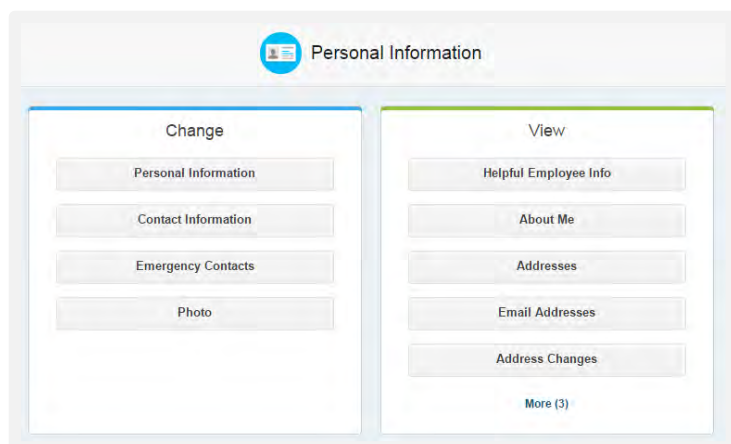
## CHAPTER 2 – PERSONAL INFORMATION

### OBJECTIVES

By the end of this chapter, you will:

- Navigate the Worker Profile page.
- Edit personal information.

### PERSONAL INFORMATION

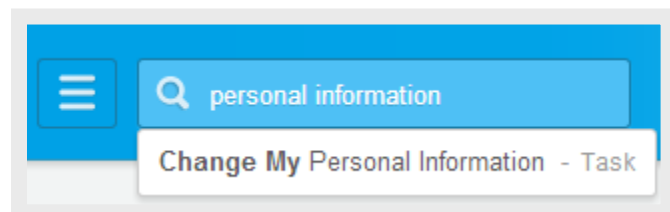
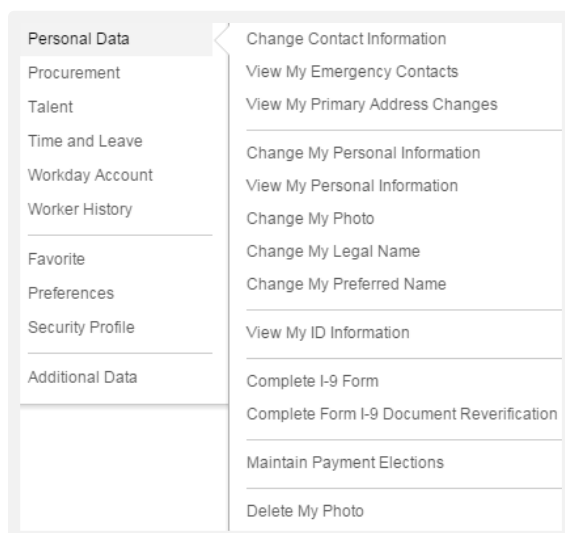


The Personal Information worklet delivers some of the same functionality as the Name link and the Related Action icon but in a more condensed form. Workers change their critical information using either method.

This section explores the kinds of personal information you can update and maintain. Expand sections to include specific information related to your organization.

The Personal Information worklet contains links that enable you to view and modify personal information such as Name, Marital Status, Address, and more. Many of the tasks and links accessed in the Personal Information worklet can be accessed from your Name link, or the Related Actions menu associated with your name.

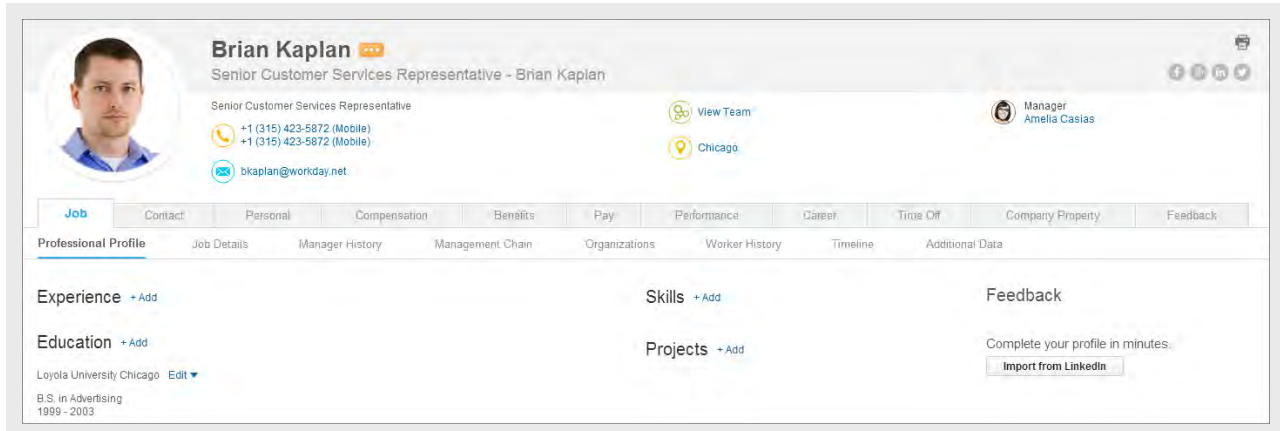
Using Search and selecting from the search results yields the same types of tasks and information.



## WORKER PROFILE

Click your profile image and then the **View Profile** link to access your worker profile.

Each tab on your Worker Profile contains text fields and links, organized by category such as Job, Contact, Personal and Time Off. Worker information is arranged in tabs.



## OVERVIEW

The Overview tab includes Job Details, Personal Information, IDs, Organizations, Worker History, Support Roles, Service Dates, and Additional Data. Some of these links are within other tabs and will be covered in subsequent detail within those other sections. For example, the Personal Information and IDs links are also under the Personal tab.

### Organizations

Workday supports many different levels of reporting, including cost center, region, division, project, and more. Select the Organizations link to see what company, pay group, department and cost center you belong to before submitting an expense report.

### Worker History

Use the Worker History link to view the audit trail of your recent activities. This report lists the business processes, the dates and times each step of that business process was initiated and completed, the status of the steps and to whom it is assigned.

### Support Roles

Use the Support Roles link to find out who is in each of the key support roles in your organization, such as HR Partner, Benefits Partner, and Compensation Partner.

Selecting the name of the person in a support role brings you to that person's Worker Profile page.

## Service Dates

The Service Dates link lists various dates pertaining to your employment history including the Hire Date, Continuous Service Date, Benefits dates, and Seniority dates.

## Additional Data

Use the Additional Data link to record information about the employee, such as any uniform requirements and the required size.

## JOB

The Job tab includes Job Details, Management Chain, and Timeline.

## Job Details, Management Chain, and Timeline

The Job Details tab provides relevant information about your current job. This information is “view only”. The Timeline link lists all previous jobs, the worker’s performance rating for each, and who they reported to while performing in each of their roles with the company.

## Management Chain

View your organization’s management chain by selecting the Management Chain link. Your manager is listed, along with his or her manager. Contact information may also be included.

Using the Related Actions icon for an organization, you can view the organization in a chart format. Select the **Related Actions** icon for the organization, and then click the **Org Chart** button to navigate as of the present date.

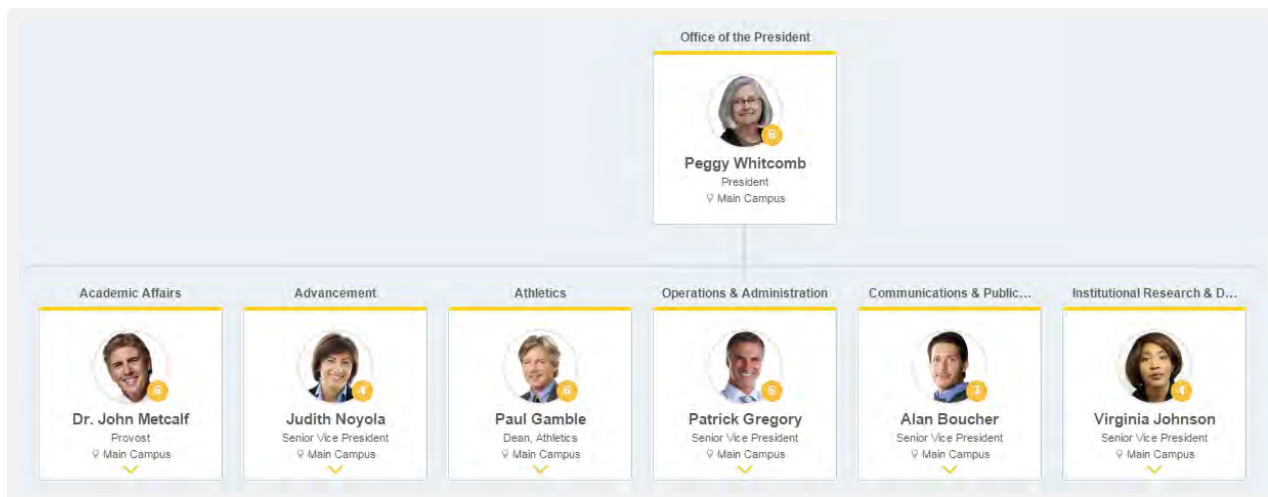
The screenshot displays a web application interface for viewing organizational details. On the left, a sidebar titled "Available Actions" lists several options: "Supervisory Organization", "Additional Data", "Favorite", "Organization", "Reports", and "Talent". The main content area is titled "Supervisory Organization" and "Global Support - North America Group". It features a list of attributes and their values:

Organization Type	Supervisory
Manager	Scott Wilkinson
Total Headcount	3
Superior	Global Support Center
Subordinates	Global Support - Canada Group Global Support - USA Group
External URL	Supervisory Website
Primary Location	Toronto

At the bottom of the main content area, there is a button labeled "Org Chart".

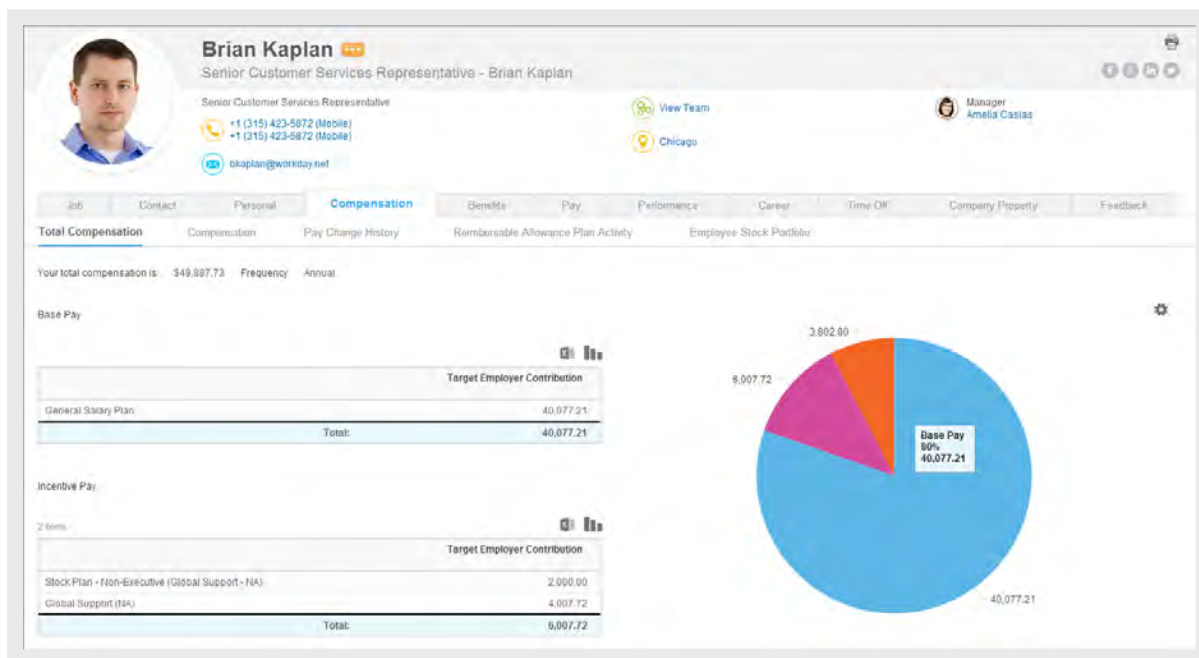


Here is an example of an Org Chart:



## COMPENSATION

The Total Compensation link under the Compensation tab displays your compensation information, such as salary, allowances, and one time payments. Base hourly or salary rates and frequency are also displayed. This information is view-only and cannot be changed. Hover over sections of the pie graph in order to see more information about each section.



## BENEFITS

The Benefits tab displays your current benefits, the date coverage began, and coverage level. This level may be a dollar amount for insurance, or a level designation such as

“Employee Plus 1 Dependent” for medical or dental.

Job	Contact	Personal	Compensation	Benefits	Pay	Performance	Career	Time Off	Compa
<b>Benefits</b>									
9 items									
Benefit Plan	Coverage Begin Date	Deduction Begin Date	Coverage	Calculated Coverage	Dependents	Beneficiaries	Employee Cost (Monthly)	Employer Contribution (Monthly)	Benefit Credit (Monthly)
Medical - Aetna PPO	11/16/2009	11/16/2009	EE - Employee Only				\$135.00	\$219.00	\$5.00
Dental - Aetna PPO	11/16/2009	11/16/2009	EE - Employee Only				\$19.00	\$24.00	
Vision - Vision Service Plan VSP	01/01/2013	01/01/2013	EE - Employee Only				\$13.00	\$25.00	
Healthcare FSA - SHPS	01/01/2012	01/01/2012	\$1,000.00 Annual				\$83.34		

No changes to benefits are possible from this tab. Benefit changes are normally allowed only during open enrollment periods. You may also access this information from the Benefits worklet by selecting the **Benefit Elections** link.

### TIME OFF AND LEAVE

The Time Off tab provides access to the same information available on the Time Off worklet. Select the Time Off tab to view a summary of your time off balances, as well as a historical view of requested time off by date and any leaves of absence.

Click a numbered link such as Time Off Paid Year to Date, and a report displays the historical numbers behind the total.

**Brian Kaplan** +...

Senior Customer Services Representative - Brian Kaplan

Senior Customer Services Representative

+1 (315) 423-5872 (Mobile)  
+1 (315) 423-5872 (Mobile)

[bkaplan@workday.net](mailto:bkaplan@workday.net)

[View Team](#)

[Chicago](#)

[Manager Amelia Casias](#)

Job	Contact	Personal	Compensation	Benefits	Pay	Performance	Career	Time Off	Company Property													
<b>Time Off Balance</b> <span style="float: right;">Time Off and Leave Requests</span>																						
Balances Tracked in Hours <span style="float: right;">4 items</span>																						
Time Off Plan	Unit of Time	Beginning Year Balance	Accrued Year To Date	Time Off Paid Year To Date	Beginning Period Balance	Accrued in Period	Time Off Paid in Period	Carryover Forfeited in Period	Ending Period Balance	Ending Period Balance Including												
Floating Holiday Plan	Hours	0	16																			
USA Paid Time Off (GIS - Salaried)	Hours	80	16.7																			
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Accrual</th> <th>Accrued in Period</th> <th>Forfeited in Period</th> <th>Accrued Year To Date</th> <th>Forfeited Year To Date</th> </tr> </thead> <tbody> <tr> <td>Floating Holiday accrual</td> <td>0</td> <td>0</td> <td>16</td> <td>0</td> </tr> <tr> <td><b>Total:</b></td> <td><b>0</b></td> <td><b>0</b></td> <td><b>16</b></td> <td><b>0</b></td> </tr> </tbody> </table>		Accrual	Accrued in Period	Forfeited in Period	Accrued Year To Date	Forfeited Year To Date	Floating Holiday accrual	0	0	16	0	<b>Total:</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>		
Accrual	Accrued in Period	Forfeited in Period	Accrued Year To Date	Forfeited Year To Date																		
Floating Holiday accrual	0	0	16	0																		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>																		

### CONTACT

The Contact tab stores your address, phone, email, instant message, and social network

contact information. Some of this information may be visible to other workers. Work contact information is always visible. Home information is almost never visible unless you work from your home office.

The screenshot shows a user profile for Brian Kaplan, a Senior Customer Services Representative. The profile includes a profile picture, name, title, and location (Chicago). It also lists contact information: two mobile phone numbers (+1 (315) 423-5872) and an email address (bkaplan@workday.net). The profile is managed by Amelia Casias. Below the profile information, there are tabs for Job, Contact, Personal, Compensation, Benefits, Pay, Performance, Career, Time Off, Company Property, and Feedback. The 'Contact' tab is selected, showing 'Home Contact Information' with an 'Edit' button. A table below lists contact details:

Address	Usage	Visibility	Shared With	Effective Date
510 W. Wellington Ave #2 Chicago, IL 60657 United States of America	Home (Primary) Mailing Street Address	Private	Allister Kaplan	11/01/2000

Use the Edit button to add or edit any of your contact information. Changing your address may require approval, depending on your organization's business processes.

## Emergency Contacts

You can edit emergency contacts from the Emergency Contacts link. Emergency Contacts are also accessible from a separate link on the Personal Information worklet.

## PERSONAL

The Personal Information link includes gender, date of birth, marital status, ethnicity, and more. Some changes to this information may require further processing, notifications, or approvals, based on your organization's business process. For example, marital status changes often trigger additional processes.

The screenshot shows the same user profile for Brian Kaplan, but with the 'Personal' tab selected. It displays personal information such as gender (Male), date of birth (07/06/1981), age (32 years, 8 months, 20 days), marital status (Single), ethnicity (White), and citizenship status (Citizen). There is an 'Edit' button at the top of the personal information section.

To edit this information, click **Edit**.

Marital status is also viewable and editable from a separate Marital Status link in the Personal Information worklet.

## ID and Documents

View all identification, certification, and licensing information via the IDs link. Passport, driver's license, Social Security information, and other related information display here. This information is "view only".

The Documents link provides easy access to view your worker documents like tax forms, certification and benefits. Click the **Add** button and the worker can upload their documents. After uploading, specify the category and any comments. The worker can also edit and remove their documents. Others can also upload documents on the worker's behalf based on your company's configurations.

## COMPANY PROPERTY

In the Company Property tab, organizations can assign business assets such as a mobile phone or laptop computer, and to account for those business assets when the worker's status changes (through transfer, termination, etc.).

Asset ID	Item	Spend Category	Issued Date	Asset Identifier	Serial Number	Location
BA-3950	<a href="#">Dell Laptop Latitude D630</a>	Hardware - Computers	01/23/2012			<a href="#">Chicago</a>
BA-4403	<a href="#">Latitude E6520 Laptop</a>	Hardware - Computers	03/12/2014			<a href="#">Chicago</a>



## ACTIVITY 2 – VIEW ORGANIZATION INFORMATION

Scenario: In this activity, you will determine who provides support within your organization and change your personal information.

➔ **Sign in as yourself.**

### VIEW ORGANIZATION INFORMATION

From the Worker Profile page:

1. Select the **Overview** tab on your profile page.
2. Select the **Support Roles** tab.
3. Scroll down to determine who provides HR support within your organization.

### VIEW MANAGEMENT INFORMATION

From the Worker Profile page:

1. Select the **Job** tab on your profile page.
2. Select the **Management Chain** tab.
3. Scroll down to determine who your Manager's Manager is.





## ACTIVITY 3 – EDIT EMERGENCY CONTACTS

Scenario: In this activity, you will modify your emergency contact information.

 **Sign in as yourself.**

### ADD AN ALTERNATE EMERGENCY CONTACT

From the Home page:

1. Use the search feature to navigate to the Change My Emergency Contacts task.
2. Click the **Plus** icon  in the Alternate Emergency Contacts section.
3. Enter a name, country and relationship for the emergency contact.
4. Click **Done**.
5. Click the **Details** icon  in the Phone Number Field.
6. Enter the following contact information:

<i><b>Field Name</b></i>	<i><b>Entry Value</b></i>
Phone Device	Use any device
Country Phone Code	Use any code
Area Code	123
Phone Number	555-1234
Type	Home


7. Click **Done**.
8. Click outside of the editing space to update the information. Review your updated list of Emergency Contacts.
9. Click **Submit**.



Note: In order to add an emergency contact there must be at least one form

## REPLACE PRIMARY EMERGENCY CONTACT

From the Change My Emergency Contacts page:

1. Click the **Edit** icon  next to an existing Alternate Emergency Contact.
2. Verify the contact name information and click **Done**.
3. Click the **Mark as Primary** checkbox.
4. Click outside of the editing space to update the information. The page should now reflect the primary contact change. The former primary contact becomes the first alternate emergency contact.
5. Click **Submit**.

## REMOVE AN EMERGENCY CONTACT

From the Change My Emergency Contacts page:

1. Hover over the emergency contact you wish to remove. The Remove button displays.
2. Click **Remove**.
3. Click **Submit**.



Note: The primary emergency contact cannot be removed but it can be changed to an alternate emergency contact and then removed.




## ACTIVITY 4 – EDIT PERSONAL INFORMATION

Scenario: In this activity, you will edit your date of birth and your marital status.

### Sign in as yourself.

#### EDIT DATE OF BIRTH

From the Home page:

1. Click on the **Personal Information** worklet.
2. Under the left dropdown list titled Change, click on the **Personal Information** link.
3. Locate the Date of Birth field and click the field or the **Edit** icon .
4. Make yourself 5 years younger. ☺
5. Click outside of the editing space to update the information.
6. Click **Submit**.





Note: A “To Do” is automatically routed to your inbox. To Dos are tasks that need to be completed outside of Workday.

7. Click **To Do** in the “Up Next” task.
8. Review the task and click **Submit**.

#### EDIT MARITAL STATUS

From the Home page:

1. Click on the **Personal Information** worklet.
2. Under the left dropdown list titled Change, click on the **Personal Information** link.
3. Locate the Marital Status field and click the field or the **Edit** icon .
4. Using the **Prompt** icon  search to make a change and input a Marital Status Date, if applicable.



5. Click outside of the editing space to update the information.
6. Click **Submit**.
7. Complete all subsequent To Dos.

## ADD A GOVERNMENT ID

From the Home page:

1. Click on your **name** at the top right of the page.
2. Click the **View Profile** tab.
3. Your Worker Profile page displays. Under the Overview tab, select the **IDs** tab.
4. Click the **Down Arrow** ▼ next to the Add icon.
5. Select **Change My Government IDs**.
6. Enter the following information:

<b>Field Name</b>	<b>Entry Value</b>
Country	United States of America
ID Type	Social Security Number (SSN)
Identification #	987-65-4321
Issued Date	01/01/2000
Expiration Date	01/01/2050

7. Click **Submit**.



## ADDITIONAL RESOURCES – PERSONAL INFORMATION

The following materials are available via the [Workday Training Website](#) to augment this training.

1. Job Aid – Modify Your Personal Information
2. Job Aid – Identify Your Place in the Organization
3. Video – Worker Profile Page Overview
4. Video – View Support Roles in Your Organization

## CHAPTER 3 - CONFIGURE THE HOME PAGE

### OBJECTIVES

By the end of this chapter, you will:

- Navigate the Home page and distinguish between the worklets.
- Configure the home page worklets.
- View reports within the worklets.

### CONFIGURE HOME PAGE WORKLETS

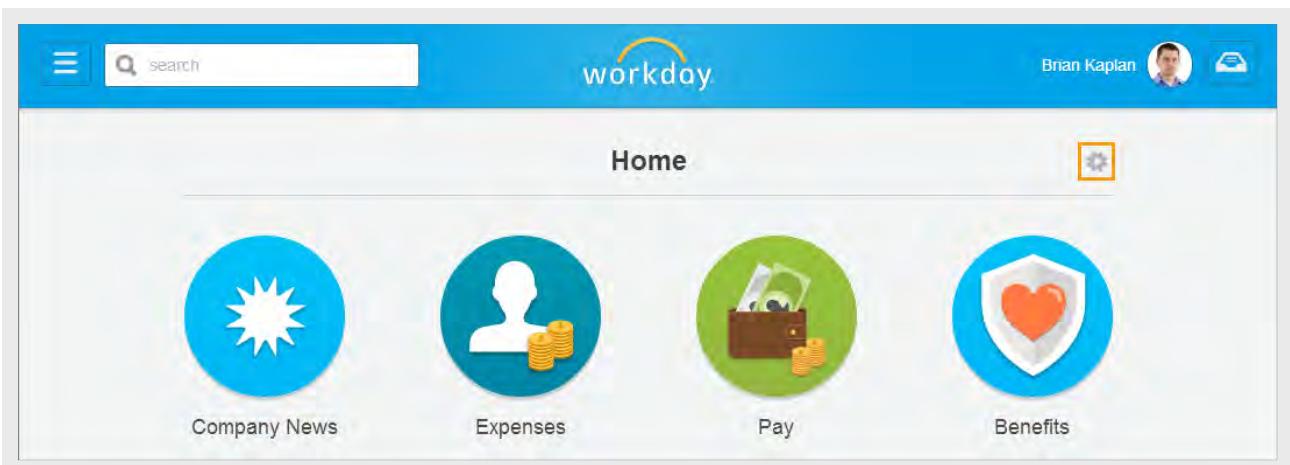
Your Home page consists of groups of related tasks, reports, and links called *worklets* that provide convenient access to employee self-service functionality.

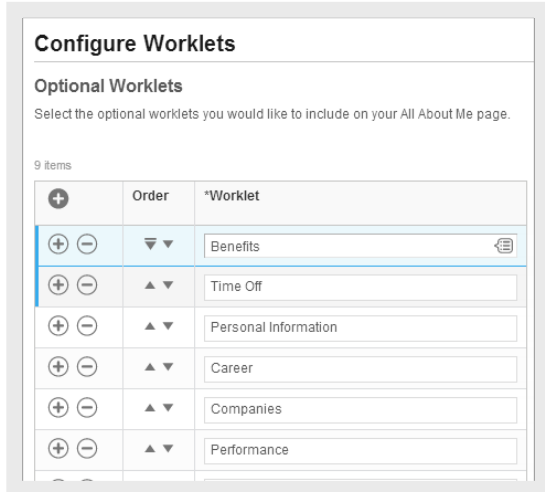


Note: Workers can configure their Home page by choosing which worklets they want to access. Only optional worklets are available for selection, while required worklets are defined at a higher administrative level and can't be changed.

Worklets can be added or removed as allowed by your organization. Some worklets may be required and some are optional. Some of the worklets shown below may not be available to you depending on the functionality enabled in your Workday system

These worklets have titles such as Pay, Benefits, and Expenses. Configure your Home page by removing unused worklets and adding useful ones. This will make your Home page more relevant. Note that your organization may make certain worklets mandatory, and may not permit you to add or remove others.



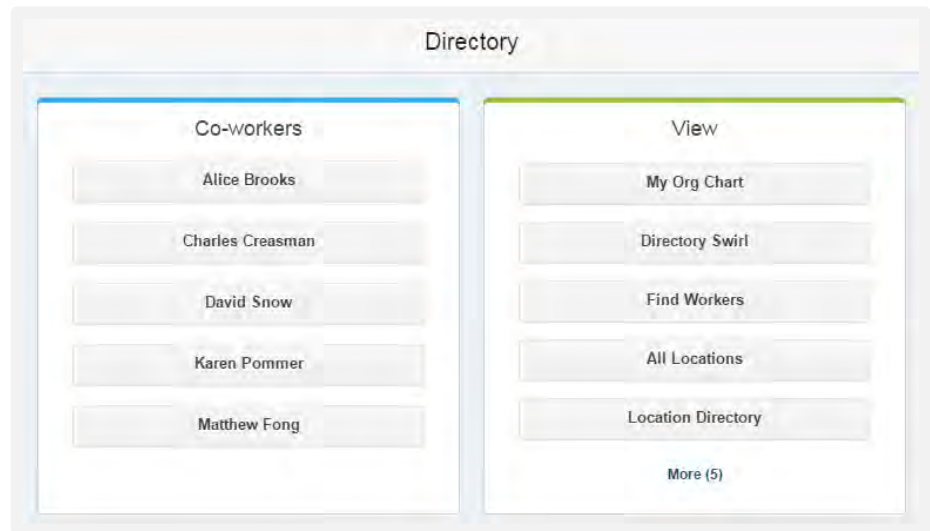


Worklets are grouped into required and optional categories. Worklets that employees see will vary according to the functional area domains being implemented, and which worklets are designated mandatory or optional.

Clicking the Optional Worklets prompt box opens up a list of worklets. Click the Minus icon  $\ominus$  next to the worklet name to delete it. There is a maximum of 12 worklets allowed on your Home page. This includes required worklets. As a result, the number of optional worklets you can select may be restricted.

## DIRECTORY

The Directory worklet provides a set of links used to view directories based on organization, location, etc. From this worklet you can navigate your organization, or all organizations that are visible to everyone. Your organization may wish to customize the worklet with additional reports or an expanded list of co-workers.



**Directory by Location** San Francisco

67 items

Worker	Phone	Email Address	Social Networks	Business Title	Organization	Location Phone	Work Space
Allison Hunter	+1 (415) 347-8594 (Mobile)	ahunter@workday.net (Allison Hunter)	f t in		Global Modern Services >> Product Management Group	+1 (415) 635-2755	
Alvin Hwang	+1 (650) 368-8022 (Landline)	ahwang@workday.net (Alvin Hwang)	f t in		Global Modern Services >> Information Analysts Department	+1 (415) 635-2755	San Francisco > Embarcadero Tower 1 > Suite 200 > Cubicle 2010
Amanda Baker	+1 (510) 909-2218 (Mobile)	abaker@workday.net (Amanda Baker)	f t in		Global Modern Services >> Property Management Department	+1 (415) 635-2755	San Francisco > Embarcadero Tower 2 > Suite 100 > Cubicle 1003

**Example:** Select the Location Directory link to print or view a directory for a single location or multiple locations using the multi-select prompt.

Use the Related Actions icon next to any report objects to access more information about




that object.

Use the printer icon to create a printable PDF copy of the directory, or select the Excel icon to export the directory to a spreadsheet. When the directory is in Excel, you can modify it to suit your needs.

From your Worker Profile, select **View Team** to view your organization's swirl. The swirl will allow you to see your team and others that are connected to yours. You can also view team managers and see who their direct reports are.

## VIEW AND EXPORT WORKLET REPORTS

From the Home page:

1. Select the **Directory** worklet.
2. Scroll through the **View** list to run various Directory-related reports. Note that some of the reports contain similar information but they are presented in different formats.
3. Select the **Organization Directory** link.
4. Using the **Prompt** icon  search for your organization. Or use the search field and type in your manager's name to narrow the list of options.
5. Click **OK**.
6. The report will display. At the top-right corner of the report there is a filter icon  and an Excel icon . Select the **Filter Icon** and sort the report further.
7. Once your report is sorted. Select the **Excel Icon** to export the sorted report into an excel spreadsheet.
8. Scroll to the top of the page and select the print icon  to download a pdf printable version of the report.



## ADDITIONAL RESOURCES – CONFIGURE HOME PAGE

The following materials are available via the [Workday Training Website](#) to augment this training.

1. Job Aid – Use Tools and Navigation
2. Job Aid – Set Up Passwords and Account Preferences



# Frequently Asked Questions



**THE FAQs WILL BE UPDATED FREQUENTLY, SO PLEASE CHECK BACK OFTEN.**

Click on the question in the Table of Contents to view the answer.

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# NEW FAQ ADDITIONS

HOW DO I CONVEY A MESSAGE TO THE ACCOUNTING DEPARTMENT ON MY REQUISTION?

Use the Header Memo field after the right bracket ] you can type your note to convey any special instructions for the requisition. As long as the note is after the right bracket it will not be included on the Board Report or printed on the PO.




# FINANCE FAQs

## ASSETS

### HOW WILL I SURPLUS AN ASSET IN WORKDAY?

This can still be accomplished through the Transfer Asset process. A warehouse surplus location will need to be identified as the Transfer To location.

#### Transfer To Values

Transaction Effective Date *	<input type="text" value="07/08/2015"/>	
Transfer To Worker	<input type="text" value="search"/>	
Transfer To Location	<input checked="" type="text" value="SC - Warehouse Surplus"/>	



## BUDGETS

IF I START A BUDGET AMENDMENT AND THEN WALK AWAY FROM MY COMPUTER WITHOUT SAVING IT AND THE SYSTEM THEN TIMES OUT, WILL MY WORK BE SAVED?

No, so please be sure you save your work.

IF THE REQUISITION FAILS THE BUDGET CHECK WHAT SHOULD I DO?

If you are the requisitioner and you fail the budget check after submitting, then either do a Budget Amendment to transfer money into the account and then resubmit your budget check or modify your transaction (e.g. the requisition) to lower the overall price and then try to resubmit.

If you are the Buyer and the requisition fails the budget check at the review step, then you can send the budget check back to the requisitioner and they can modify the requisition or submit a Budget Amendment.

If the budget check fails on the PO step, then the budget check failure will forward to the Cost Center Manager. The Cost Center Manager can either do a Budget Amendment or they can contact the requisitioner to have them do a Budget Amendment. After the Budget Amendment is approved, then the Cost Center Manager will have to resubmit the Budget Check by submitting the Budget action item in their inbox.

HOW CAN I CANCEL A BUDGET AMENDMENT?

You can't easily cancel a budget amendment. After you submit the amendment, then an approver can Deny it and that will "cancel" the process. If the Budget Amendment has already been approved, then you'll have to do another budget amendment to fix it.

## CASH SALES / DEPOSITS

CAN THE INITIATOR OF THE "RECORD CASH SALE" PROCESS BE NOTIFIED WHEN THE CASH SALE IS APPROVED?

This isn't necessary. The Cash Sales Specialist – the initiator – can look up the status of their cash sales in Workday via the Find Customer Payments report. They can see when the Deposit hits their accounts.

## CONTRACTS

SINCE AN ELECTRONIC COPY OF THE FINALIZED CONTRACT IS BEING EMAILED TO THE DIVISIONS, CAN THE DISTRICT SEND THIS VIA WORKDAY?

No. The district would have to initiate the Supplier Contract, attach the pdf, and then contact the divisions to complete the Create Supplier Contract process, so this will not save any steps since an email will have to still be sent.

WHAT DATES DO I NEED TO FILL IN ON THE CONTRACT?

Fill in all required dates. This includes the Start Date (which is the effective date of the contract), the Contract Signed Date (which is the date of the last signature on the contract – even if that last signature is the Supplier’s), and the End Date (which is the end date of the contract).

The End Date can be multiple years out, if the contract is a multi-year contract.

HOW DO I DELINIATE A MULTI-YEAR CONTRACT?

This depends on the contract language of how the money will be spent. There are two scenarios:

### **Scenario 1.**

If there is a 3-year contract of \$30,000 that can’t exceed \$10,000 per year, then three separate lines need to be entered in the Supplier Contract. Each line needs to have a Start Date and End Date that reflects that year and an Extended Amount of 10,000.00. The \$10,000 will encumber each year.

### **Scenario 2.**

If there is a 3-year contract of \$30,000 that any amount can be spent per year, then there needs to be 1 line entered in the Supplier Contract with the entire \$30,000.

HOW DO I MAKE A CHANGE TO A SUPPLIER CONTRACT?

Please create a supplier contract amendment. For instructions, please review the Supplier Contract chapter of the course manual.

## EXPENSES

### DOES MY MANAGER STILL NEED TO INITIAL THE ACTUAL RECEIPTS AND SEND THEM TO ACCOUNTING?

No. The receipts will now be attached electronically to the Expense Report and forwarded to the Manager and Accounting electronically through Workday.

Accounting requires that you keep the actual receipts for up to 6 months. If the image is blurry or unreadable, they may require you to submit it again. After that, please follow direction from your college or department for the keeping or destruction of your receipts.

Certain departments will want to continue to keep the actual receipts for a period of time for audit purposes and may require you to write the Expense Report number at the top of the actual receipt.

### IF SOMEONE CREATES AN EXPENSE REPORT ON MY BEHALF, HOW WILL I KNOW THAT THEY HAVE SUBMITTED IT?

There is a notification sent through Workday. If you want a chance to review that Expense Report before it is submitted for approval, then the person who created the Expense Report on your behalf can save it for later and then you can find it via the Find Expense Report report.

### HOW DOES THE PROFESSIONAL DEVELOPMENT OFFICE CONTROL THE REIMBURSABLE AMOUNT FOR FACULTY WHO HAVE BEEN APPROVED FOR A SPECIFIC DOLLAR AMOUNT?

The Expense Report line items will need to be listed with the correct worktags in order for that request to be routed to the appropriate office for approval. The manager of that Cost Center would then review the request and determine that the amount exceeds the approved amount. They would then send back the request and have the employee alter the line items to fit their original approved amount.

### CAN THE EXPENSES WORKLET BE A REQUIRED WORKLET?

Yes, but we have decided not to do this since a majority of the employees at SOCCCD will have no need for this worklet. To add the worklet, please see the Requisition and Expenses Course Manual.

### WHEN I TYPE IN "MILEAGE" IN THE EXPENSE ITEM FIELD, I SEE MONTHLY MILEAGE 2015 AND TRAVEL MILEAGE 2015, WHICH SHOULD I USE?

If the Business Purpose of the Expense Report is for Travel (e.g. mileage during a trip), then use the Travel Mileage 2015 value. If the Business Purpose is Monthly Mileage (e.g. mileage from running errands for the district), then use the Monthly Mileage value.

### FACULTY MIGHT HAVE EXPENSES RELATED TO THEIR FIELD STUDY COURSES, SO WHAT EXPENSE ITEM SHOULD I SELECT?

Use the Field Trips/Tours Expense Item.

MY MANAGER TAKES SOME OF THE DEPARTMENT OUT TO LUNCH. HOW DOES THIS NEED TO BE EXPENSED?

This is not allowed with District funds, however, the Foundation does allow this. So, the manager would have to select the Foundation as the Company. The Expense Item would then be listed as Refreshments.

HOW DO I PAY A CONTRACTOR THROUGH EXPENSE REPORTS?

You don't. Expense Reports are Employee Reimbursements and therefor only for employees of the District.

CAN I COPY AN EXPENSE REPORT AND THEN CHANGE THE PAYEE TO A DIFFERENT EMPLOYEE?

No. This isn't a current functionality of Workday, but it might be a good candidate for a brainstorm.

## RECEIVING

### WHAT IS THE PROCESS FOR BULK RECEIVING?

This is currently not a functionality that Workday supports. However, this has been targeted for a future release.

## REQUISITION

### HOW DO I CONVEY A MESSAGE TO THE ACCOUNTING DEPARTMENT ON MY REQUISITION?

Use the Header Memo field after the right bracket ] you can type your note to convey any special instructions for the requisition. As long as the note is after the right bracket it will not be included on the Board Report or printed on the PO.

### HOW DO I CONVEY A MESSAGE TO THE WAREHOUSE ON MY REQUISITION?

Use the Memo field on the Line Item to convey any special instructions for that item to the Warehouse. This field will not be printed on the PO.

### WHAT DO I NEED TO DO TO ACCOUNT FOR FREIGHT/SHIPPING COSTS ON PUNCHOUTS?

The freight/shipping costs, or lack thereof, will be detailed in the punchout itself. You will not need to include it prior to submitting the Requisition.

### CAN MY LOCATION AUTO-FILL ON THE LINE ITEMS?

This was decided against. You will continue to input the location on the line items of the requisition.

### MY LOCATION IN WORKDAY DOESN'T MATCH MY REAL LOCATION, WHAT SHOULD I DO?

Some users may find that their office location is listed as a something other than it should be (e.g. a storage closet instead of an office). If this is the case, then you need to contact your Facilities and Maintenance Office and tell them of the change. They will convey this information to the Facilities Planning office and the change will be made in Workday and on the FUSION report.

### IN THE FIND REPORTS FOR REQUISITIONS AND PURCHASE ORDERS, CAN WE HAVE A "THIS FISCAL YEAR" CHECKBOX?

Not at this time. Please use the **Calendar** icon to narrow down your date ranges to reflect the fiscal year or period of time that you are interested in viewing.

## SUPPLIERS

### CAN THE PHONE NUMBER AND ADDRESS FIELDS AUTO-EXPAND?

No. You will have to click the **Add** button in order to expand those fields.

### WHY CAN'T I FIND CERTAIN VENDORS IN WORKDAY?

Certain vendors in Escape were not translated into Workday. These vendors include all Employees, vendors that weren't used in the past year, and also placeholder vendors.

Placeholder vendors include:

- Banquets
- Candidate
- Events
- Guest Artists
- Meals/Lodging/Entry Fees
- Officials
- Scholarships
- Students
- Awards



## WORKTAGS

IN THE ESCAPE, THE OLD SYSTEM, I USED THE 4600 SUPPLY CODE, BUT THE CROSSWALK IS TELLING ME TO USE THE 4300 SUPPLY CODE. WHY?

We have combined the 4600: Non-instructional Supplies code and the 4300: Instructional Supplies into one 4300: Supplies code since the delineation of instructional/non-instructional will now be detailed by the Program worktag.

THERE IS A SPEND CATEGORY IN THE CROSSWALK THAT DOESN'T DISPLAY IN WORKDAY. WHAT DO I NEED TO DO?

Some of the Spend Categories are for Payroll accounts and shouldn't be used in financial processes (e.g. Requisitions, Expense Reports, etc.). Please make sure that the spend category and other worktags are appropriate for that transaction.

WHEN I TYPE IN THE FUNCTION CODE FROM THE CROSSWALK INTO WORKDAY, NOTHING POPULATES. WHAT SHOULD I DO?





The crosswalk may tell you 'FN2' is the Function worktag code. If you type in FN2 in the Additional worktags field in Workday, nothing will populate. Function codes are used in conjunction with Gifts. If you input the Gift worktag into the Additional Worktags field, then the Function worktag will auto-populate.

# HCM FAQs

## BENEFITS

### HOW DO I ADD A TRUST AS A BENEFICIARY?



1. Click on the **Benefits** worklet.
2. Click on the  button.
3. Click the  button.
4. Click the radio button that says **New Trust as Beneficiary**.
5. Click .
6. Fill in all required fields on the page and then click .

### HOW DO I INDICATE A PRIMARY AND SECONDARY BENEFICIARY?

During Open Enrollment or during a Qualifying Life Event, you will be allowed to change your benefits. When you select a Benefit Plan, you'll be able to assign Beneficiaries to these Benefit Plans. You'll be able to designate Primary/Contingent beneficiaries and also indicate what percentage.

Change Benefits for Open Enrollment Open Enrollment for Logan McNeil (21001) - Step 5 of 7

Event Date: 01/01/2015 Total Cost: \$2.55 Monthly Cost Total Credit: \$50.00 Monthly Credit Total Employee and Cost/Invol: \$47.45 Monthly Credit  
 Initiated On: 03/09/2015  
 Submit Elections By: 03/04/2015

**Beneficiary Designations**

Benefit Plan	Requires Beneficiary	Beneficiaries	
		*Beneficiary	*Primary Percentage / Contingent Percentage
Basic Life - Liberty Mutual (Employee)	<input checked="" type="checkbox"/>	<input type="button" value="+"/>	
		<input type="button" value="-"/>	<input checked="" type="radio"/> Primary Percentage: 50 <input type="radio"/> Contingent Percentage: 0
		<input type="button" value="-"/>	<input checked="" type="radio"/> Primary Percentage: 50 <input type="radio"/> Contingent Percentage: 0

## CHANGE JOB

MY CHANGE JOB SCREEN IS MISSING A FEW PAGES SUCH AS MOVE, JOB, DETAILS, ETC. WHAT DOES THIS MEAN?

If the Job or Details pages are missing, this typically indicates that the sending Administrative Assistant is trying to initiate the process. Typically, the receiving Administrative Assistant is the one who should initiate the change. Try initiating the Change Job process from the beginning.

If the Move page is missing, make sure that there was a change in Supervisory Organization and that you didn't accidentally select the employee's current organization.

CAN WE AUTOMATE THE RETURN FROM OUT OF CLASS ASSIGNMENTS?

No.

I HAVE AN OUT OF CLASS ASSIGNMENT, BUT I CAN'T SEE THE POSITION THAT THE EMPLOYEE NEEDS TO BE MOVED INTO ON THE JOB CHANGE STEP. WHAT IS THE PROBLEM?

The new Out of Class position most likely hasn't been approved. It will not appear until it "exists" in the system with an approved status. Check your Inbox's Archive tab to see which step is the Awaiting Action status.

HOW ARE JOB REQUISITIONS AND OUT OF CLASS ASSIGNMENTS BEING RECORDED IN THE EMPLOYEE'S RECORD?

All job changes are recorded within the Employee's Job History. On the worker's profile page, within the Overview tab and the Job History subtab, you will see that the employee was transferred to an Out of Class Assignment for a certain job title. You can click on the Position object and see information about that Out of Class Assignment, including the end date.

SHOULD THE WORKER SUBTYPE SELECTION OF "PROGRAM" APPLY TO GRANT-FUNDED/CATAGORICAL POSITIONS?

Yes.

## COMPENSATION

DURING THE REQUEST COMPENSATION PROCESS A WORKLET OF THE EMPLOYEE'S COMPENSATION DOESN'T DISPLAY. IS THIS A PROBLEM?

No. We are currently still formatting some of the automatic reports, so it may display at some point in the future.

I CLICKED ON THE EDIT ICON NEXT TO THE SALARY, BUT I CAN'T EDIT THE AMOUNT. WHY?

Try clicking on the edit icon next to the Guidelines instead. This will allow you to change the Step and Grade of the employee. You can also click on the edit icon next to the Allowances to add an allowance for that employee.

WHAT IS THE INSURANCE ALLOWANCE?

Typically the Payroll Partners add the insurance allowance. If you are a Manager or an Administrative Assistant, then you should not add this allowance to a worker.

## COSTING ALLOCATIONS

IS THE COSTING ALLOCATION FUNCTIONALITY LINKED WITH THE RESOURCE REQUESTS APPROVED FUNDING FOR EMPLOYEE POSITIONS?

Not yet. This link may exist with the implementation of Financials in Phase 2 of the Workday project. This will include a Financial Data Model that is more flexible than the current account strings.

## FORMS

### OLD FORMS

#### WHAT FORMS HAVE BEEN REPLACED WITH WORKDAY?

A partial list provided by HR is below:

<b>Form</b>	<b>Replace by Workday Business Process or Actions</b>
<b>Academic Personnel Transaction Form</b>	Request Leave of Absence, Time Off Request, Termination
<b>Administrative and Classified Management Personnel Transaction Form</b>	Request Leave of Absence, Time Off Request, Termination
<b>Classified Staff Personnel Transaction Form</b>	Request Leave of Absence, Time Off Request, Termination
<b>Information Update</b>	Contact, Personal Information
<b>Status Change</b>	Change Job, Add Additional Job, End Additional Job, Request Leave of Absence
<b>Academic Announcement</b>	Create Job Requisition
<b>Request to Announce</b>	Create Job Requisition
<b>Position Action Form</b>	Create Job Requisition
<b>Absence Verification</b>	Time Off Request, Request Leave of Absence
<b>Absence Report Cover Sheet</b>	Time Off Request, Request Leave of Absence
<b>Designation of Beneficiary</b>	My Beneficiaries
<b>Stipend Request</b>	Period Activity Pay, One-time Payment
<b>Cellular Phone-Smartphone Allowance Request</b>	Request Compensation Change
<b>Academic Rehire List</b>	Hire
<b>15 New Hire forms</b>	Onboarding
<b>17 NBU Hire forms</b>	Hire, Add Additional Job

#### DO I STILL HAVE TO SUBMIT A PER001 AND PER003 FORM?

The Workday project team is still working on the Hiring process. Until these changes are completed, the PER001 and PER003 forms will still need to be submitted for Part-time Faculty and NBU employees.

## HIRE

### ID NUMBERS

WHAT HAPPENS TO THE EMPLOYEE'S ID NUMBER IF THE PERSON NEVER STARTS, EITHER AFTER OR DURING ONBOARDING?

The employee number will still be assigned to that person. They will need to be terminated in the system. This number will never be reused by another person. If that non-start employee applies and gets hired again at a later date, then they will not be issued a new employee number. We can create a Termination reason saying "Never Started" Employee number will still be assigned to that person.

WHAT HAPPENS TO POSITION ID NUMBERS WITH OUT OF CLASS ASSIGNMENTS AND SUBSTITUTE ASSIGNMENTS?

When the new Out of Class position or Substitute Position is created, it is given its own number. However, this will be overwritten to match the permanent position number that it is mimicking. The starting letter will be the change. Out of Class positions will start with an "O", a Substitute position will start with an "S", and a Permanent position will start with a "P".

### PROCESS

DURING THE HIRE PROCESS, CAN THE HEALTH CENTER BE PINGED TO PERFORM THE TB SKIN TEST?

The "ping" will be the employee calling to make an appointment or the results being sent in from another Health Center. There is no need to have another step built into the process within the system, since some people will not go to the Student Health Center to have the test performed.

CURRENTLY WITHIN THE CREATE POSITION PROCESS, IF A FACULTY IS HIRED THEN THE FACULTY SENATE PRESIDENT HAS TO APPROVE. WHY ISN'T THERE A SIMILAR STEP FOR A CSEA REP TO APPROVE A NEW CSEA POSITION?

In the Faculty contract, the need for the approval is detailed. The CSEA contract does not detail this approval step. One of the items identified on the BPI Checklist includes making the approval processes simpler and faster, so this was considered an unnecessary extra step.

WITHIN THE NEW HIRE PROCESS, DURING THE ONBOARDING, CAN WE BLOCK NEW EMPLOYEES FROM MAKING THEIR CONTACT INFORMATION PUBLIC?



If the new hire wants to make their information public, then we can't stop them. We have auto-checked the Private check box to help aid them in selecting the correct field. If this becomes an issue, then we can write a report that would alert HR that this information is public. This is an employee self-service function.

## JOB REQUISITIONS

### CAN YOU COPY A JOB REQUISITION ONCE THE POSITION HAS BEEN FILLED?

Yes, as long as you were the one who originally created the job requisition.

### WHAT IF I ACCIDENTLY CLOSE THE WRONG JOB REQUISITION?

You will have to create a new one. You or your Administrative Assistant can initiate the "Create Job Requisition" process and indicate that this is a job requisition for an existing position and reattach the requisition to the position.

### HOW ARE MINIMUM QUALIFICATIONS UPDATED IN WORKDAY WHEN CHANGED BY THE STATE CHANCELLOR'S OFFICE?

The Edit Job Profile process would allow for the Job Description field to be revised. The description is simply a free form text field and easy to edit. Currently only a selective group has access to this process, but that group may be expanded in the future.

### WHY CAN'T THE JOB POSTING TITLE AUTOFILL WITH THE JOB PROFILE NAME?

We could, however some of the Job Profiles would not make good Job Posting Titles. For example, there is a Job Profile titled "Dean". We would instead want the Job Posting Title to be more informative such as "Acting Dean of the School of Business and Mathematics". It was better to allow ourselves more freedom then to restrict ourselves to simply "Dean".

HR would like the Divisions to put the copy the Job Profile to the Job Posting Title, they will then change this to the appropriate title when they review and approve the Job Requisition.

## LEAVES OF ABSENCES

### PROCESS

#### WHAT NOTIFICATIONS EXIST FOR THE REQUEST LEAVE OF ABSENCES PROCESS?

There are various notifications built into the system for different processes. The Manager, HR Partner, Time Recorder, Initiator, and even the Benefits Partner may be notified at different points in the process depending on the leave type and other factors.

#### WHAT HAPPENS TO THE BUSINESS PROCESS FOR THE LEAVE REQUEST AFTER IT IS APPROVED?

The request is stored in the employee's worker history. The employee's status is changed to (On Leave) when their First Day of Leave passes.

## ORGANIZATIONS

### HIRING

HOW DOES THE SYSTEM KNOW WHICH ORGANIZATION TO DROP A PART TIME FACULTY INTO? THE SAME POOLS ARE USED FOR BOTH SC AND IVC.

In PeopleAdmin there will be an Organization ID number. This isn't currently filled in today. When creating a hiring proposal, the integration will pick the Organization ID to know which Organization to load them into in Workday.

### MEMBERS




WHEN I CHECK THE MEMBERS IN MY ORGANIZATION, I SEE PEOPLE WHO SHOULD NOT BE THERE. WHAT SHOULD I DO?

The Organizations are still being finalized. Email [workday@socccd.edu](mailto:workday@socccd.edu) with the details. Be sure to include the worker names and the organization. If they need to be moved from one organization to another, then include the destination organization.

SOME PART-TIME FACULTY MEMBERS WORK FOR BOTH CAMPUSES, BUT THEY ARE ONLY ASSIGNED TO ONE CAMPUS AND NOT THE OTHER. HOW DO I GET ACCESS TO THESE FACULTY?

You will need to add a job to this worker into a Temporaries Org for the other campus. For example. If the Part-Time Faculty member is currently assigned to the Biology Department at IVC, but they need to be added to the Biology Department at SC. Then the Admin Assistant for the SC Biology Department would follow the steps below.

From the **Home** page:

1. Type the worker's **name** into the search bar and click **Enter**.
2. Click on the **worker's name** link.
3. Click on the **Related Actions** icon  next to the **worker's name**.
4. Hover down over to **Job Change** and click **Add Job**.
5. Indicate the **Temporaries** Organization that this Part Time faculty member would be dropping into.
6. Click .
7. Enter in the required fields including the **End Date** in the Additional Details section.
8. Click  to forward this on for approvals.

### NOMENCLATURE

WHAT DOES THE WORD "INHERITED" MEAN? CAN WE REMOVE IT FROM THE NAME OF THE ORGANIZATION?

No, there is no way to hide this word. This word simply shows that the organization has this inherited responsibility feature attached to it. IT doesn't mean that the Organization is currently being inherited, simply if the manager were to disappear, then the requests would inherit up the chain to the Manager's Manager for approval.

## PAY

### ONE-TIME PAYMENTS/PERIOD ACTIVITY PAYMENTS

#### HOW DO I SPLIT MY ONE-TIME PAYMENT AND/OR MY PERIOD ACTIVITY PAYMENTS OVER MULTIPLE ACCOUNT CODES?

You can't divide one payment and allocate it to different account codes. Instead, you need to create multiple payments and link each of those to a different code. For example, if I wanted to issue a One-Time Payment of \$500 and split it between two different account codes. I would create two different One-Time Payments of \$250 and assign them to different codes.

### GIFT CARDS

#### WILL GIFT CARDS BE DISTRIBUTED VIA THE ONE-TIME PAYMENT PROCESS?

No. Gift cards are an expense. All expenses will be handled in Workday Financials which is rolling out July 1<sup>st</sup>.

## PAY

#### HOW DO I VIEW AND CHANGE MY PAYMENT ELECTIONS?

Type **Payment Elections** into the search bar. Select the **Payment Elections** link.

#### I CAN ONLY SEE THE BALANCE BUTTON. WHY CAN'T I SEE THE AMOUNT OR PERCENT BUTTON WHEN I AM ADDING A PAYMENT ELECTION?

The training video displays additional buttons including "Amount" and "Percent". These options have been intentionally left out. Due to the County's restrictions, only one account is available for one direct deposit. This doesn't allow for the payroll balance to be split between multiple accounts.

#### IF I AM CHOOSING SCHOOL'S FIRST FEDERAL CREDIT UNION FOR MY PAYMENT ELECTIONS. WHICH OPTION SHOULD I SELECT?

Select the Net Check option.

#### WHY CAN'T THE DE-4 STATE FORM NUMBER OF ALLOWANCES BE CHANGED?

The form is smart and calculates the numbers for you based off your inputs at the bottom of the form. We can't change this since it is a state-provided form and links directly to the .gov site.

### PAYSLIPS/PAY STUBS

## HOW DO I ACCESS AND VIEW MY PAY STUB?

Go to <https://employee.ocde.us> . This link is also available in the Helpful Workday Links worklet – it is titled Payslips.

## WILL THE EMPLOYEE ID NUMBER NO LONGER BE NEEDED TO SIGN UP TO RECEIVE THE PAYSLEIPS?

The employee number will continue to be needed for the initial signing in to the OCDE website. After the initial sign into the site, the person is then prompted to add an email address or change this login.

## TERMINATIONS

### HOW DO YOU TERMINATE AN EMPLOYEE WITH MULTIPLE JOBS?

#### **If an employee needs to be terminated because the job is ending or some similar reason:**

If the additional job is within the manager's organization, then the Manager or the Administrative Assistant can initiate the "End Additional Job" process and end the additional job before the Manager initiates the "Terminate Employee" process.

If the additional job is outside of the Manager's organization, then the Manager can perform the "Switch Primary Job" process. This causes the employee's current additional job to become their new primary position. Then, the Manager or the Administrative Assistant can initiate the "End Additional Job" process for that employee.

#### **If an employee needs to be terminated because they no longer need to work at the Institution:**

Contact HR. HR Specialists can initiate the termination of that employee for all of their jobs.

### IF AN EMPLOYEE DECIDES TO RETIRE OR TERMINATE AND TALKS DIRECTLY WITH HR, WHEN DOES THE MANAGER GET NOTIFIED OF THIS PROCESS?

If the Manager did not initiate the Termination Process within Workday, then they will be notified as soon as HR initiates the process when the Termination is submitted into the system.



## TIME OFF

### ABSENCES

#### WHY ISN'T "EXCUSED ABSENCE" AN OPTION WITHIN THE REQUEST TIME OFF PROCESS?

Technically an excused absence is not time off, as the employee is still working and getting paid. The purpose of excused absences are to indicate those off-site activities that occur during normal business hours that an employee does as part of his or her job, such as attending a conference or an event.

A communication is being drafted and will be sent out detailing the policy and procedure on how to communicate this excused absence to your manager. Once the communication is finalized, it will be copied into this FAQ document.

#### WHICH TIME OFF WORKLETS SHOULD I USE?

The Time Off worklet with the airplane and suitcase symbol shown in the training video. If you are a Manager or an Administrative Assistant within Workday, then you would also like to use the Team Time Off worklet.

#### I ENTERED TIME OFF FOR A WORKER, BUT THE PROCESS ISN'T AUTOMATICALLY COMPLETING. WHY IS IT STILL IN PROGRESS?

The videos shows the process as if a manager entered the time. If a Time Recorder enters the time, a manager approval is still needed; therefore, the processes is still in progress.

#### WHAT IS THE DEADLINE FOR ENTERING IN ABSENCES?

Payroll recommends that you not wait until the end of the month. It would be best to keep this as current and accurate as possible. Run the **All Employee Time Off** report at least once a week. You **MUST** enter the time in before the end of the month. If the employee is absent on the last day of the month, then the Time Recorder will need to enter their time off on the employee's behalf.

#### HOW IS REASSIGNED TIME ACCOUNTED FOR IN WORKDAY?

It isn't. This will need to continue to be tracked by the Division. When it is approved, then this will need to continue to be input into the SIS/IMS/CSIS system.

#### HOW ARE THE NON-WORKDAYS TRACKED FOR 10 AND 11 MONTH WORKERS IN WORKDAY?

10 and 11 month employees have a time bucket of Leave Without Pay (LWOP) of 42 or 21 days, respectively, with which they can track the days they don't work. These should be done at the beginning of the year and should be for whole days. If this day changes, then they would need to use the Correct Time Off process and get that change approved.

## MY MANAGER HAS ACCESS TO THE TIME OFF AND LEAVE CALENDAR IN THE TEAM TIME OFF WORKLET. WHY DON'T TIME RECORDERS OR ADMINISTRATIVE ASSISTANTS HAVE ACCESS TO THIS VIEW?

This is an ongoing request from various Time Recorders. We understand that this functionality has value across multiple roles – not just the Managers. We've talked with Workday and joined 23 other Workday clients in voting on this brainstorm. Until Workday makes the changes in the system, please use the "All Time Off" button in the Team Time Off worklet. This will give you a report that has the same information. I understand that the report isn't as user friendly as the calendar, but it is the only tool available for Time Recorders.



## DOCUMENTS

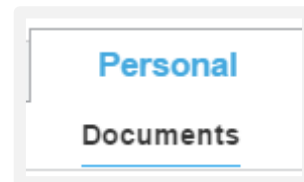
### CAN I ATTACH A DOCUMENT TO A TIME OFF REQUEST?

Yes. The new update to Workday allows for documents to be attached to the Time Off Request. Be aware that documents involving medical information should not be attached to a Time Off Request due to privacy issues. It is always safer to forward these type of sensitive files directly to HR.

Once the request has been completed, you will not be able to attach a document to the business process. Instead you will have to attach the document to your Worker Profile.

From the **Home** page:

1. Click on your **name** at the top right of the page.
2. Click on **View Profile**.
3. Click on the **Personal** tab.
4. Click on the **Documents** sub-tab.
5. Click the  button.
6. Upload your documents.
7. Click .



### I NEED TO ATTACH A COURT SUMMONS REQUEST TO MY TIME OFF REQUEST. HOW DO I DO THIS?

If this isn't Jury Duty, then this would be Personal Necessity and wouldn't require a document to be attached to the request.

### HOW DO I ATTACH A DOCUMENT TO THE TIME OFF REQUEST AFTER IT HAS BEEN APPROVED?

The easiest process is to not submit the time off request in Workday until after the correct documentation is received. You will then be able to attach it to the request business

process. If the request has already been approved, then you will need to correct the time off to a 0 amount and resubmit the request with the correct documentation attached.



## SYSTEM/MISCELLANEOUS FAQs

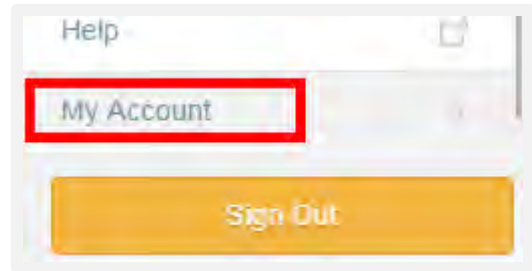
## INBOX

WORKDAY IS EMAILING MY OUTLOOK ACCOUNT. HOW CAN I CHANGE THE FREQUENCY OF THESE EMAILS?

See the [Set Up Account Preferences Job Aid](#) for more details. You can control the frequency and format of the workday emails sent to your Outlook account.

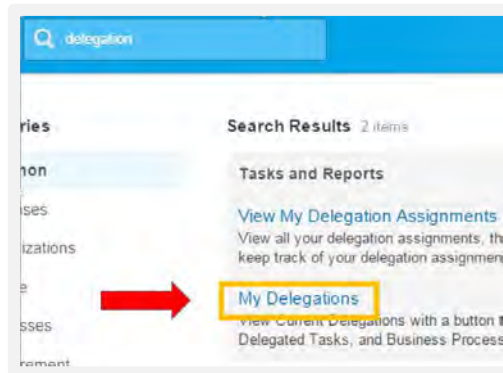
From the **Home** page:

1. Click on **your name** at the top right of the screen.
2. Click on the **My Account** option right above the Sign Out button.
3. Click **Change Preferences**.
4. At the bottom of the Change Preferences screen, you see a section titled **Notification Delivery Preferences**.
5. Use the **Prompt** icon  to change the Email frequency of the various Notification types.
6. Click .



HOW DO I FIND THE MANAGE DELEGATIONS SCREEN VIA THE SEARCH BAR?

1. Type **Delegation** in the search bar and scroll down to "My Delegations".



HOW DO I DELEGATE A PROCESS FOR SOMEONE TO START ON MY BEHALF?

Please review the Delegations job aid by clicking [here](#).

## MISCELLANEOUS

WHY CAN'T I SEE FEEDBACK TASKS ON MY MOBILE DEVICE, WITHIN MY WORKER PROFILE PAGE, OR IN THE RELATED ACTIONS LIST OFF OF MY NAME?

The Feedback functionality was designated as out of scope for this project; however, we might utilize this functionality at a later date.

## NAVIGATION

### WHY DO MY WORKLETS LOOK A LITTLE DIFFERENT THAN THE TRAINING VIDEOS?

Workday recently updated and installed a new User Interface that changed the way the worklets look and act. The links lead to the same places as shown in the videos.

### DO THE COLORS OF THE WORKLETS MEAN ANYTHING?

No. The colors are purely dependent on what order you have them on your landing page.

### THE WORKLET I WANT TO ADD DOESN'T EXIST IN THE DROP DOWN LISTING. WHY?

This means that your security is limiting the available options. Contact the Security Administrator if this is something that you need in order to perform your job. If this is a one-off request, then your manager or an HR Partner may be able to review that information and advise you accordingly.

### I SEE TASKS AND ITEMS IN MY SEARCH RESULTS THAT I CAN'T AND SHOULDN'T COMPLETE. CAN THOSE OPTIONS NOT EVEN SHOW UP IN MY SEARCH RESULTS?

No. You may have view only access to see the information in that process but not have access to perform the action itself.

## PROCESSES

### WHAT IF AN ADMINISTRATIVE ASSISTANT STARTS A PROCESS AND THE MANAGER WANTS TO FINISH THE PROCESS?

Tasks aren't submitted for approvals until the "submit" button has been selected. If the Administrative Assistant starts filling out the screen and doesn't click "Submit" then the Manager will be able to start the task from scratch.

If the Administrative Assistant does submit the task for approval, then it is sitting in someone else's inbox to be reviewed and approved. The Manager would need to check the process and contact the next person "Awaiting Action" to have them move the process along. If that is not an option, then the Manager can contact the Business Process Administrator and he/she can cancel the process or forward it to your Inbox.



## PROJECT

### WHO WILL BE AFFECTED BY THE TRANSITION TO WORKDAY?

Since Workday is helping to eliminate the District's dependency on paper within the current human resources and financial business processes, all South Orange County Community College District employees will be affected in one way or another. All employees will have access to Workday to perform self-service processes such as selecting benefit elections, time tracking, time off requests, address changes, expense reports to name a few. Self-service training materials are provided for all employees and located on this website in the Training section.

### HOW DO I KEEP INFORMED ABOUT THE PROJECT?

There are a few different ways. You can check on the Workday Training and Communication website periodically as the project team will be constantly adding updates to the Announcements, upcoming events, FAQs, materials, and terminology. The website will be updated with important information about the project status, upcoming dates and milestones, and training opportunities. The project Communication team will also periodically drop in on various standing meetings across both campuses to provide updates and demonstrations of Workday.

### WILL TRAINING BE PROVIDED ON WORKDAY?

Yes. Training for the HR processes were rolled out January and February of 2015 before, during, and after the go-live date of February 2. Training for financial processes were rolled out June, July, and August of 2015 before, during, and after the go-live date of July 1<sup>st</sup>.

Instructor-led training will be offered to individuals based on their roles and responsibilities in Workday. A resource will be made available on a weekly basis at both campuses to answer questions and provide additional training as requested.

Training materials are available on this site in the Training section grouped by employee type.

### WHAT ARE SOME OF THE BENEFITS OF WORKDAY?

To name a few:

- **Mobile Access:** Employees and managers will be able to submit their time, request leave, change their personal information, and approve tasks and items via mobile devices. This will allow processes to be completed without being bound by time or location.
- **Delegation:** Employees will be able to delegate their inbox to a peer or a manager while they are on leave or taking vacation. This will keep the information flowing even when someone is not directly available to manage their workload.
- **Clarity:** Workday provides a detailed record of every step in every process. No longer will a critical piece of paper be lost in transit or forgotten on someone's desk.

This will allow someone to know at any given time the status of the process, the next steps in that process, and the person tasked with completing those next steps.

- **Real-time data:** Since Workday is replacing the current slower paper processes, changes will be reflected in real time. Reports will reflect reality and provide accurate data for better planning and project management.

WILL WORKDAY BE THE SYSTEM THAT IS USED TO ACCESS APPLICANTS FOR TEMPORARY OR PART TIME EMPLOYEES OR DOES THE OLD PROCESS REMAIN THE SAME?

Currently SOCCCD uses PeopleAdmin to access all recruiting information (i.e. your part time pooled applicants). The selection and recruitment of these applicants should remain the same. When the formal hiring process starts, HR will then use Workday to input those part time or temporary employees into the system.

## SECURITY ROLES

### WHY CAN'T I SEE SOME INFORMATION? WHAT DO THESE "PARTNERS" IN THE SYSTEM MEAN (SUCH AS HR PARTNER, PAYROLL PARTNER, ETC.)?

All faculty, staff, and student employees who will use Workday for purposes other than managing their personal information, will be assigned security roles that give them access to the information they need to perform tasks in Workday. To ensure transparency, Workday provides an audit trail of all actions completed in the system.

Security roles are equal to responsibility in an organization and:

- Control what data a user can view
- Define what actions a user can perform
- Define where a task is routed for Review/Approval
- Controls which fields a user is able to see for reporting

## SYSTEM

### WHAT ARE THE BROWSER REQUIREMENTS NEEDED TO ACCESS WORKDAY?

In order to access Workday, your browser must support Adobe® Flash Plug-in 10.1.53 or higher and your browser must be at least:

- Internet Explorer 7
- Firefox 17+
- Google Chrome 20+
- Windows Safari 6+
- Opera Browser 25+

### CAN I RUN MULTIPLE INSTANCES OF WORKDAY AT THE SAME TIME?

Yes, but only if you use a different browser. For example, if I am running Workday in Google Chrome, then I can open a new window in Internet Explorer and login to Workday again and run a different screen.

### HOW SAFE IS MY INFORMATION IN WORKDAY?

Workday's cloud-based application is built and continuously updated with rigorous safeguards to protect against security threats or data breaches. Workday regularly passes the most stringent third-party compliance audits of their security, confidentiality, availability, and privacy controls in the industry, including ISO 27001, SAS70 Type II, SSAE 16 Type II, TrustE Trusted Cloud, and Safe Harbor.

### THE TRAINING SITE IS PROMPTING ME TO DOWNLOAD SILVERLIGHT, BUT I DON'T HAVE ACCESS TO DO THIS ON MY WORK COMPUTER. HOW DO I WATCH THE TRAINING VIDEOS?

The District is using an older version of SharePoint that requires a Silverlight plugin on certain browsers. Most people have success streaming the videos using Internet Explorer. Instead of streaming the videos, you can download them directly by clicking on the links in the **Videos** section of each group. The videos section is shown in the screenshot below.



0:59 min

#### Videos

- [Navigate Using Search](#)
- [Navigate Using Worklets](#)
- [Navigate Using Related Actions & Links](#)
- [Worker Profile Page Overview](#)
- [Support Roles for Your Organization](#)

WHEN I USE INTERNET EXPLORER (IE) AND TRY TO SEARCH FOR SOMETHING, I DON'T ALWAYS GET CONSISTENT RESULTS. WHAT SHOULD I DO?

Workday is aware of this issue and are currently working on it. The current workaround for this problem is instead of clicking **Enter** or **Return** for your search, click on the magnifying glass icon in the search bar to initiate the search. This problem is only impacting IE, so you can also switch to a different browser as well.

## WORKER PROFILE


MY WORKER PROFILE TABS ARE IN A DIFFERENT ORDER THAN WHAT IS SHOWN IN THE TRAINING VIDEOS. IS THIS A PROBLEM?

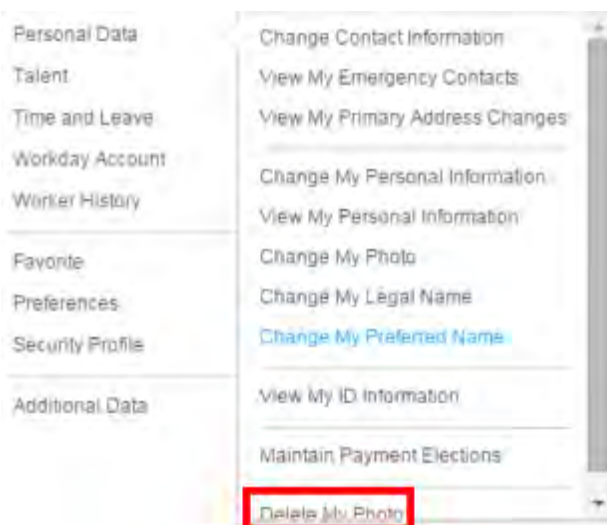
No. The order of the tabs do not affect their usability. They will display similar information as what is shown in the training videos.

I CAN'T FIND THE SUPPORT ROLES TAB. WHERE IS IT?

The training video shows the Support Roles tab under the Contacts. For easier navigation, we moved the Support Roles tab under Overview section of the Worker Profile.

HOW CAN I DELETE MY PHOTO?

Search for your name in the search bar (or click into your profile). Hover over your name and click the **Related Actions** icon  next to your name. Hover down to **Personal Data** and then click on the last item in the drop down that is **Delete My Photo**. See screen shot.



# Workday Higher Education Customers

- Workday has 72 Higher Education Customers with over 70% subscribing to both Financials and Human Capital Management
- South Orange County Community College District was Workday's 18<sup>th</sup> Higher Education Customer.
  - Earlier Customers include Broward College, Tallahassee Community College, Brown University, Cornell University, University of Southern California, Yale, NYU, University of Rochester and Georgetown University.

# Workday Customers

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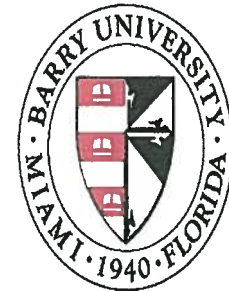
**Yale  
University**



**Broward  
College**



**Barry  
University**



**Tallahassee  
Community  
College**



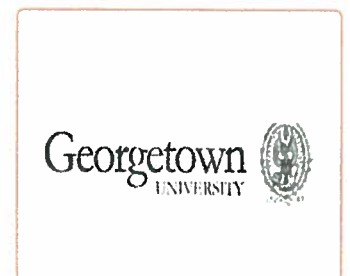
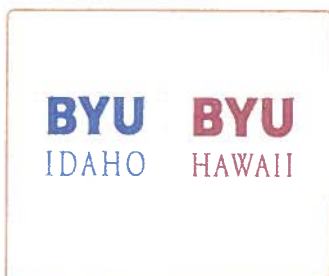
**Southern New  
Hampshire University**

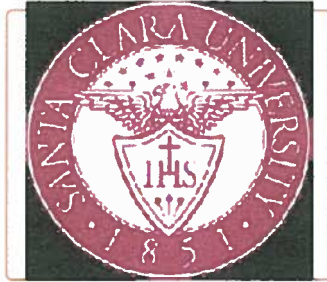
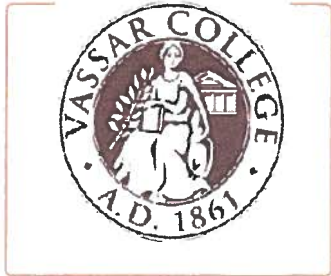
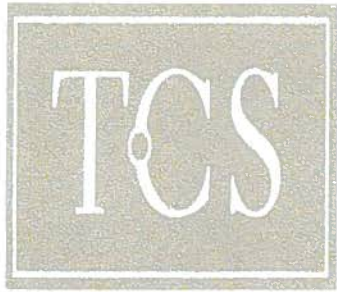


**Louisiana State  
University**









**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Athletics Stadium Renovation Update

**ACTION:** Discussion and Information

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### **BACKGROUND**

The current Saddleback College Athletics Stadium, built in 1976, and adjoining practice fields and thrower's park are in need of renovation. The Saddleback College Athletics Stadium Renovation Project and Site Improvements Project have been combined for planning purposes in November 6, 2015. In January 2016 three (3) Design Build teams were shortlisted to submit proposals on the project. Proposals were received on April 26, 2016.

### **STATUS**

Upon evaluation of the proposals, it was determined that the cost proposals exceeded the available combined budget of \$39,525,000. College and district staff will present to the board this evening their strategies to address the project shortfall.

**Update to the Board of Trustees**  
**Saddleback College Athletics Stadium Renovation**  
**June 27, 2016**

**Introduction:** When Saddleback College opened in the fall of 1968, community college football was introduced to South Orange County. In 1969, in only its second year, the Gauchos captured the first of 21 conference titles, and added three National Championships in 1985, 1992 and 1996. Over the past 48 years, the Gauchos have had only five head coaches, and one of the five, was an interim coach.

During the 1970's, the Mission Viejo Company offered to build a stadium on the Saddleback Campus for joint use with Capistrano Valley High School, however, that offer was not accepted. The current stadium was built in 1976 along with the rest of the PE complex.

Issues surrounding the stadium at this time are: there are accessibility issues related to the grandstands and the press box; there are no restrooms inside of the stadium, so there are security issues related to re-entry; the seating is insufficient for the draw of the high school crowds as well as to be adequate to host any CIF events; maintenance of the natural turf field does not accommodate multi-sport back to back usage of the field; the sound system has been crafted together over the years; and, the concession area is not adequate. The stadium bleachers are not adequate because of safety reasons, viewing and capacity. There are no meeting rooms for athletes to meet on a daily basis during the season. Athletics has to use classrooms far away from the practice and playing areas. The general classrooms are not always available for classroom use. Athletics desires to have dedicated meeting rooms for the athletic teams.

J Serra High School opened its campus in San Juan Capistrano during the fall of 2003 and soon requested to use our stadium for their football games each fall. For the past 12 years, the College has hosted 15-20 high school and Saddleback games. Some of the high school games, which include teams from the Trinity League: Mater Dei, Servite, Orange Lutheran, St. John Bosco, J Serra and Rancho Santa Margarita have drawn up to 7,500 fans.

A new stadium would attract numerous athletic events for years to come. Throughout the last 48 years, the stadium project has been discussed by numerous groups. Below is a brief outline of the most recent studies conducted for the stadium.

**Project Evolution:**

**2007**

In 2007, the Board of Trustees requested that a stadium feasibility study and cost estimate be done for both Saddleback and Irvine Valley College. In June of 2007, draft estimates were prepared for the District by Ruhnuu Ruhnuu Clarke Architects providing three options for a replacement stadium at Saddleback College. There options were presented, utilizing the existing stadium lighting:

## **2007 - continued**

- Option 1 – 4600 seats
  - 3300 seats new aluminum bleachers for home
  - Re-use existing 1300 seats existing bleachers for visitors
  - New 500 sf press box with elevator
  - Restrooms/Concessions
  - Ticket booth
  - Natural turf field
  - 9 lane Mondo track
  - Design to accommodate minimum dimensions of 70 x 115 yards for soccer playfield
  
- Option 2 – Add visitor ticket booth & change to synthetic turf
  - New visitor side ticket booth
  - Upgrade to synthetic turf from natural turf
  
- Option 3 – Enhancements to be able to host CIF playoff game or State Community College Track & Field Championships
  - Add 1,700 seats for a total of 7,000 seats
  - Create new thrower's park adjacent to existing East Practice field
  - Reconstruct existing access drive due to reconfigured bleachers
  - Bleacher enclosure

The total project costs, inclusive of 25% soft cost and no contingencies were as follows:

Option 1: \$ 8,806,000

Option 2: \$10,187,000

Option 3: \$15,078,000

## **2008**

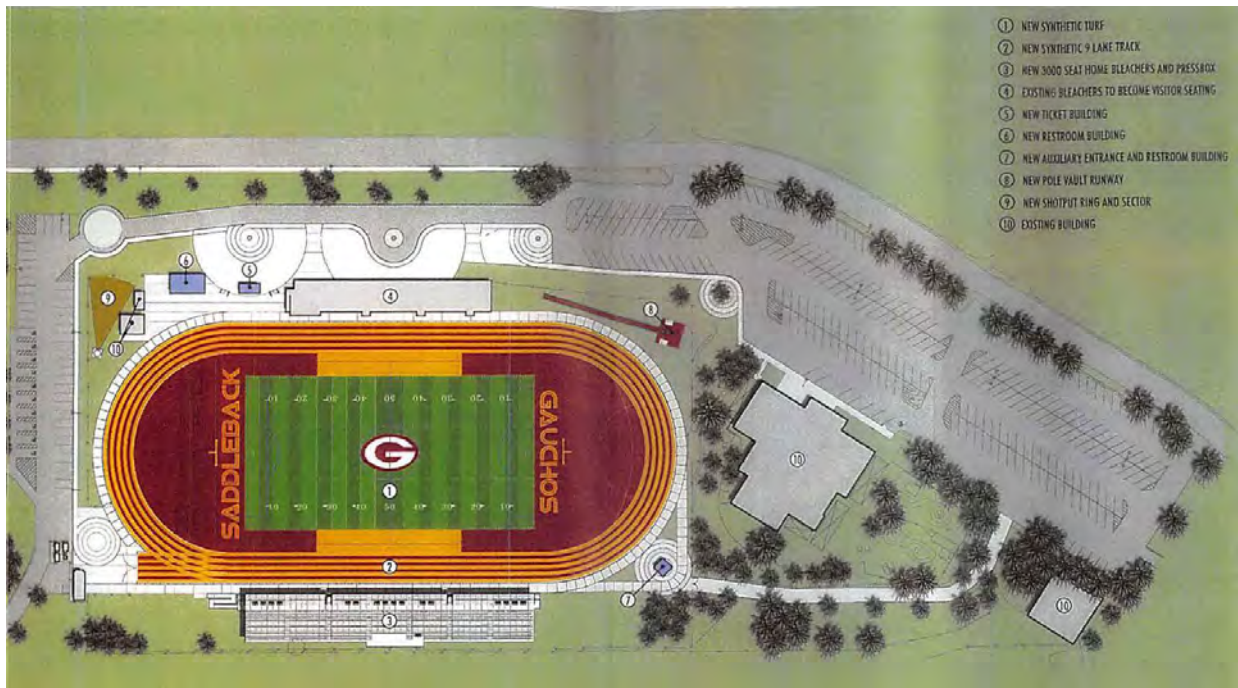
In February 2008, another stadium study was completed; the basis of this study was to use as many existing facility features as possible and to carefully select renovation and replacement construction of existing elements. A study was presented by PJHM Architects for a stadium renovation project that included the following elements of work:

- New synthetic turf field
- New synthetic 9 lane track (existing 8 lanes)
- New 3000 seat home bleachers
- Repurpose existing 1300 seats as visitor bleachers
- Addition of home and visitor ticketing buildings
- Addition of home and visitor restroom buildings
- Addition of a new pole vault runway
- Addition of a new shot put ring and sector
- A new pressbox

The project cost inclusive of 20% soft costs and 10% contingency was \$5,912,280

## 2008 - continued

The study also contained proposed floor plans of a two story, 24, 500 square foot lifetime strength & fitness center, although no costs were projected.



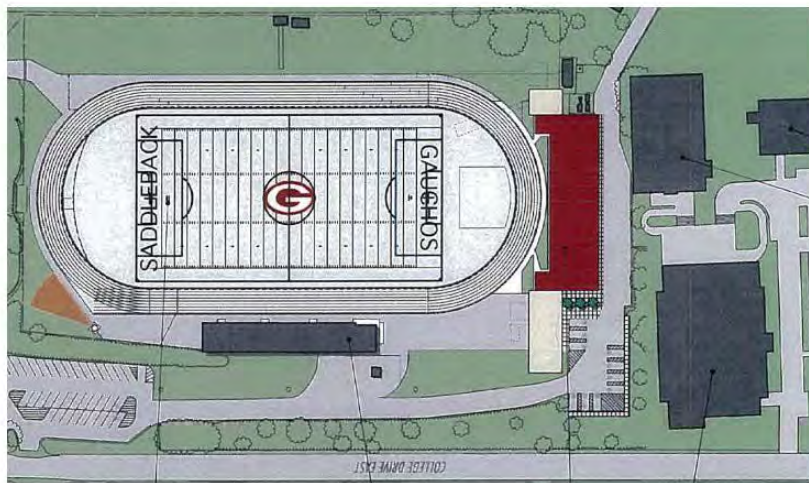
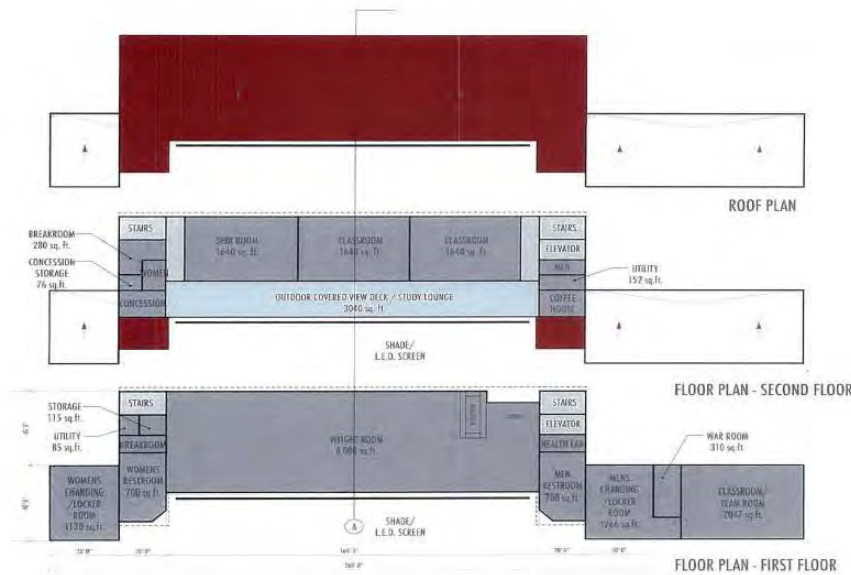
## 2011

Trustees Nancy Padberg and David Lang requested an update on the Saddleback College Stadium. At the Board of Trustees regularly scheduled meeting held on January 20, 2011, Brandye D'Lena presented information on the project in relation to current planning efforts.

It was presented that the running track at the stadium was replaced in 2009, but other deficiencies such as lack of restroom facilities within the venue remain. Seating is limited along with limited accessibility and path of travel accommodations. A power point presentation was presented regarding the Stadium inclusive of an adjacent Lifetime Strength and Fitness Center which had also been addressed in limited context in the 2008 study.

At the time of this Board presentation, the stadium was priority number 24 on the SOCCCD Five Year Construction Plan.

The budget presented for the renovation of Stadium was \$6,308,168 and \$10,803,492 for the construction of a new Lifetime Strength and Fitness Center



2011 plans

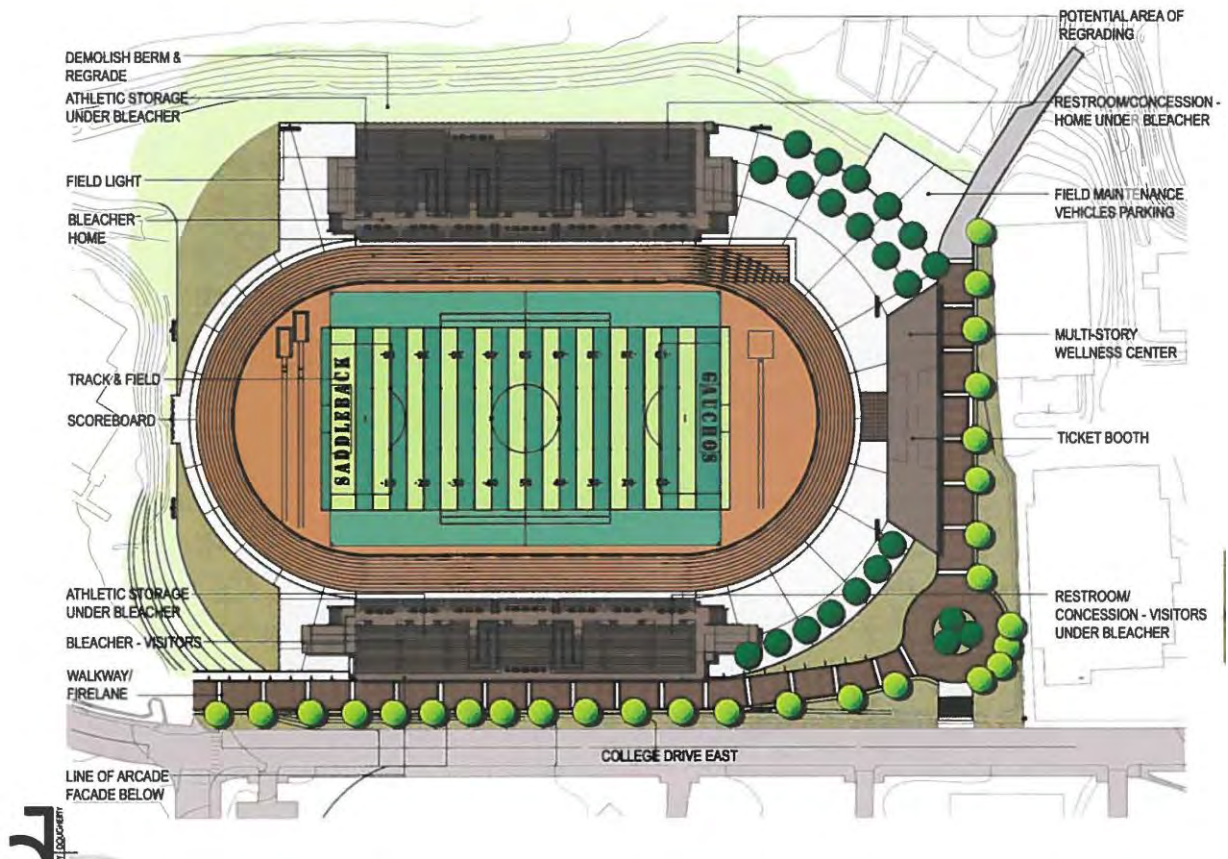
### **2013**

In an effort to kick-off fundraising efforts for construction of a new stadium, the Saddleback College Foundation utilized an architectural firm, ABACUS, to prepare a phased approach to upgrade the aging Stadium. A January 30, 2013 report outlines the following:

- Increased capacity to 10,000 seats
- Integrated press and hospitality box
- Replacement of natural turf with artificial turf
- New toilet facilities
- New concession areas
- Athletic storage
- Improved pedestrian access
- New scoreboard and sound system
- Improved and updated signage

**2013 - continued**

The project was configured into 2 phases. **Phase I:** \$9,748,726 and **Phase II:** \$2,559,826



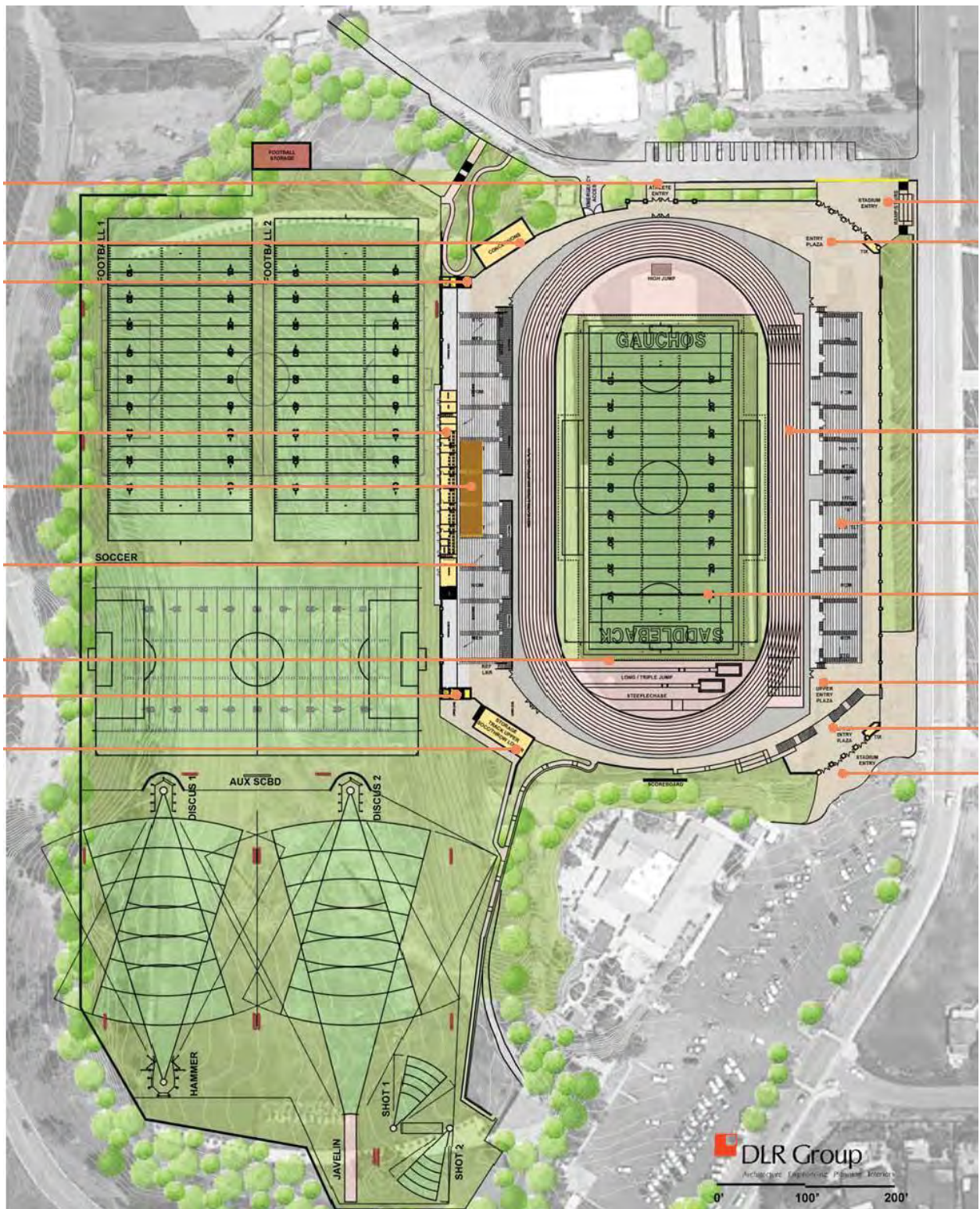
**2015**

Saddleback College elevated the priority of the stadium project in the 5 Year Construction Plan, and based on the 2013 cost projects from ABACUS, a \$20,000,000 budget was requested for the stadium project through the basic aid process and \$18,000,000 received final approval.

During the development of the practice fields at the existing golf driving range as part of a separate project, the Site Improvements project, it was evident that the athletic practice fields and the stadium project need to be executed together due to the grade differences of the combined sites and the necessity to provide necessary access to both. The primary information presented in this report is specific to the SC Stadium although it is intrinsically tied to the practice fields and thrower's park.



2015- Continued



**Discussion**

The Saddleback College Site Improvements Project, consisting of new athletics practice fields and thrower’s park at the existing driving range, improved drainage at the SE quadrant of the campus, a new surface parking lot at the location of the existing practice fields and thrower’s park, and a renovation of the main quad, has a basic aid assigned budget of \$21,525,000. The Athletics Stadium Renovation Project has a basic aid assigned budget of \$18,000,000. The total combined basic aid budget that has been previously approved and allocated for the two projects is \$39,525,000.

Due to the proximity of the Practice Fields and the Stadium projects, the two projects were combined for planning purposes as well. A request for proposal (RFP) for Design-Build Entities was issued November 6, 2015. In January 2016, three (3) Design Build teams were shortlisted to submit proposals on the project. Proposals were received on April 26. Upon evaluation of the proposals, it was determined that the cost proposals exceeded the available combined budget of \$39,525,000.

The District and College had several discussions as to determining the best solution for the College. The project scopes were prioritized, and the District requested that the Design-Build Entities submit a Best and Final Offer (BAFO) based on the revised, prioritized, scope. These proposals were received on June 3, 2016. It was also decided to focus on certain aspects of the Site Improvement Project with some components being removed for this phase. The CMU Site Wall, Parking Lot, and Main Quad were removed from Phase I of the Site Improvement portion of the project. The remaining portions in the site improvement project are the SE Campus Storm Drainage and Campus Outfall. The added components of Practice Fields and Thrower’s Park were also included.

Basic Aid Assigned to Stadium:	\$18,000,000
Basic Aid Assigned to Site Improvement/quad	<u>\$21,525,000</u>
Total Basic Aid assigned for both projects	\$39,525,000

Revised cost of Stadium, plus costs for other components such as the thrower’s park, practice fields, and site improvements of drainage and outfall (excluding design fees, allowances, and soft costs)

	<b>\$43,894,100</b>
Revised Design Fees	\$ 3,825,800
Allowances	\$ 1,280,000
Soft Costs	<u>\$13,229,973</u>
Combined 2 Projects Costs	<b>\$62,229,873</b>
Less Basic Aid assigned	<u>\$39,525,000</u>
Combined Project Shortfall	<b><u>\$22,704,873</u></b>

The college and district staff discussed strategies to address the shortfall, beyond removing the components of the site development project that were already removed from Phase I. During the initial stages of the project, the college and district will work with the architects to value engineer the project and to determine if there are value engineering strategies that can take place to reduce project costs.

The contract for the design build entity would need to be awarded and fully funded to begin initial design and the value engineering work. If this were to be funded from basic aid, it would leave little remaining funds for other district-wide, Irvine Valley College, and SC capital and technology projects.

Therefore, the group brainstormed alternative strategies for funding. SC College and district staff recommend utilizing the Promenade income (Less a Reserve for Legal Fees and Administration) approximately \$13 million and SC's portion of the RDA Funds to fund the remainder of the shortfall to meet the total needed of \$22,704,873. The college committed to making the funding work.

A presentation regarding this information will be presented to the Board of Trustees at the June 27, 2016 board meeting, where the details of the Stadium and Site Improvement Projects will be discussed, including the project history, comparisons to other projects, as well as the recommended funding strategies. With input from the board of trustees at the June board meeting, planning for this project can take place, accordingly.

The Basic Aid Allocation Recommending Committee (BAARC) also held off on making a full project list recommendation for basic aid projects until this information was discussed and strategies for funding the stadium and site improvement projects were determined and for this report to be provided to the board of trustees. As a result, BAARC, as well as the Capital Improvement Committee (CIC), will need to meet to finalize the basic aid recommendations, as they only recommended only a partial list to the chancellor and board, for projects that needed to be immediately addressed. The final BAARC recommendation can now be determined for Adopted Budget FY 2016-2017.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Allocation Recommendation for FY 2016-2017-  
Partial List of Projects for Tentative Budget

**ACTION:** Discussion and Information

---

## **BACKGROUND**

District-wide planning includes transparent and inclusive budget allocations for basic aid funding. The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110, Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by Vice Chancellor Fitzsimons and is a 21 member participatory governance committee with representation from both colleges and district services staff, including the academic senates, CSEA, Classified Senate, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.

## **STATUS**

BAARC received prioritized project lists for consideration from the Capital Improvement Committee (CIC) and the District Technology Committee (DTC). The lists were reviewed and recommendations (EXHIBIT A) are supported by a collaborative, collegial, inclusive, and transparent participatory governance process. The interaction with the colleges was extensive throughout the process. All of the district-wide planning and resource committees involved in the recommendation process consisted of college and district services members representing various groups and are considered participatory governance committees (EXHIBIT B). These recommendations are supported by both the college presidents and the chancellor.

The partial list of projects recommended from BAARC to Chancellor Poertner are attached with a total recommended amount to be funded of \$ 27,931,432. The reserve for unrealized tax collections totals \$10,716,595 equals the 20% contingency required in BP 3110 and AR 3110. The unallocated balance of \$25,840,895 will remain in the basic aid reserve fund for further recommendations to be made from BAARC after recommendations are finalized by CIC and DTC and after the information regarding the two SC capital projects are known. This item is presented to the board for information and discussion prior to approving the basic aid recommendations as part of the FY 2016-2017 Tentative Budget.



**To:** Gary Poertner, Chancellor *dk*

**From:** Dr. Debra L. Fitzsimons, Chair, Basic Aid Allocation Recommendation Committee (BAARC) on behalf of BAARC

**Subject:** Partial List of Projects - Recommendations by BAARC for Basic Aid Funding for FY 2016-2017 Tentative Budget

**Date:** May 19, 2016

Attached is a partial and immediate list from the Basic Aid Allocation Recommendation Committee's (BAARC's) recommendations for the following projects to be funded from Basic Aid for FY 2016-2017 Tentative Budget:

<b>Long Term Obligations and Fixed Expenses</b>	\$ 24,625,000
<b>Capital Projects</b>	
o Capital Projects- Priorities FY 2016-2017 (SC Fine Arts HVAC Project)	\$ 2,100,000
o Capital Projects-Construction Defects/Code Requirements	\$ 0
o Capital Projects-Special Project Support (DW-ADA Transition Plan)	\$ 440,000
<b>Scheduled Maintenance and Small Renovation Projects</b>	
o Scheduled Maintenance Projects- Priorities	\$ TBD
o Renovation and Other Facilities Related Projects	\$ TBD
<b>District-wide Technology Priority Projects FY 2016-2017</b>	\$ TBD
<b>ATEP Site Operations</b>	<u>\$ 766,432</u>
<b>Total BAARC Recommendation</b>	<u>\$ 27,931,432</u>
<b>Basic Aid Funds Available</b>	<u>\$ 53,772,327</u>
<b>Remaining Balance (to be determined for final Adopted Budget)</b>	\$ 25,840,895
<b>Contingency for Unrealized Tax Collections (20%)</b>	\$ 10,716,595

The above BAARC recommendation is a partial project List of recommendation for basic aid funding for FY 2016-2017, with the remaining final project list recommendation to be forthcoming for the Adopted Budget in August of 2016. This year is a unique year for basic aid funding recommendations for a couple of reasons. BAARC normally complete its work by the end of April of each calendar year, following BP 3110 and AR 3110 in which planning drove the basic aid budget recommendations. The Capital Improvement Committee (CIC) and District Technology Committee (DTC) made funding priority recommendations to BAARC based on District-wide plans including the Education and Facilities Master Plan, 5 Year Construction Plan, Scheduled Maintenance Plan, and District-wide Technology Plan. The District-wide Strategic Plan, college strategic plans, and college technology plans were also utilized to support CIC and

DTC's recommendations to BAARC. Their recommendations to BAARC honor and supported the college and district priority setting that took place through their respective participatory governance groups.

However, this year is complicated due to an anticipated overage in budget projected for Saddleback College's Stadium and Site improvement projects and the timing of the RFP responses related to those two large and complex projects. Due to the timing, it was recommended that BAARC make recommendations on a partial list only for those items which need to be immediately funded by July 1<sup>st</sup>, 2016, so that those projects are not delayed. It is intended that the remaining balance of projects be discussed further and be recommended by CIC, DTC, and BAARC once more information was available regarding the two SC projects. SC will also be taking into account other alternative funding sources for these two projects, besides basic aid funding, so those discussions will need to take place prior to the basic aid recommendations for Adopted Budget.

As far as process for recommending basic aid funding, the first steps delineated within the BAARC process was to project the available funding using a conservative estimate for property tax and student fee income. The vice chancellor of business and the executive director of fiscal services developed a conservative determination of basic aid allocation amounts including funds returned from completed projects and unspent funds from the prior year. The Total Amount Available for Allocation after allowing for a conservative 20% Contingency for Unrealized Tax Collections of \$10,716,595 is \$53,772,327.

The Long Term Obligations and Fixed Expenses are funded first before the other capital commitments are made, which includes Legislative Advocacy of \$125,000, Insurance Deductibles of \$100,000, Retiree Benefits Current Year-On-Going of \$4,660,000, Retiree Benefits Shortage of \$6,390,000, Pension Rate Stabilization Program of \$12,600,000, and Trustee Elections of \$750,000. The Long Term Obligations and Fixed Expenses totals \$24,625,000. The Pension Rate Stabilization Program and the Retiree Benefits Shortage items were previously approved by the Board of Trustees to be funded through basic aid. The Long Term Obligations and Fixed Expenses are taken off the top, prior to the BAARC allocation process and were subtracted from the Total Amount Available for Allocation to get the Net Amount Available for Allocation of \$29,147,327. This was the amount that BAARC was authorized to recommend for basic aid funding for the various areas such as capital projects, scheduled maintenance, and major technology initiatives outlined in the board policy and administrative regulation.

CIC submitted projects in categories of capital improvement, related special capital projects, renovation and facilities relate projects, and scheduled maintenance projects so that priorities were clear and based on an anticipated available funding level. DTC submitted a list to BAARC, as well. BAARC recommended that three projects be funded for July 1<sup>st</sup> for this partial project list of recommendations to be funded for Tentative Budget, with the other priorities to be reviewed for recommendation after more information for the SC two projects are available for the August board meeting.

The three projects that needed to be funded immediately for July 1<sup>st</sup> include: 1) ATEP Operations, 2) Saddleback College Fine Arts HVAC Interior Improvements, and 3) ADA Physical Access Transition Plan. The ATEP operations recommendation was submitted by President Roquemore based on previous board approval (October 25, 2010) and totals \$766,432. Saddleback College needed \$2,100,000 for the Fine Arts HVAC Interior Improvements Project, which already received funding of \$7,700,000, for a total revised capital budget of \$9,800,000 due to college approved costs exceeding construction budget at bid. The ADA Physical Access Transition Plan was approved for the second phase of the project plan for the additional required funding of \$440,000 to complete the work for this endeavor with the plan anticipated to be completed in October of 2016.

BAARC understands that this is a recommendation to the Chancellor and that after conferring with the Presidents, some adjustments may be made by the Chancellor to this recommendation prior to it going to the Board of Trustees for information, discussion, and board input. We ask that if any adjustments are made, that BAARC be provided the adjustments. After Chancellor's final review and approval, a report to the board regarding the final basic aid recommendations will be presented to the Board of Trustees at the June 27, 2016 board meeting. Then, once approved by the board, the basic aid recommendations will be incorporated into the Tentative Budget for FY 2016-2017 at the same June 27, 2016 Board Meeting.

The recommendation to the Chancellor in this report was made with consensus by BAARC with no dissenting votes. The recommendations honors the planning processes that occurred both District-wide and at the college level throughout the year and is fully supportive of the recommendations that came out of the planning committees of CIC and DTC. BAARC, CIC, and DTC will meet, as necessary in June and July to work on recommendations for the remaining basic aid funding available and is prepared to make a recommendation for the remaining basic aid funding for preparation for the Adopted Budget, for chancellor review and submittal for the August 2016 board meeting.

We are pleased to present this information to the presidents, chancellor, and Board of Trustees. Please let us know if you have any questions regarding the process or recommendations, as we would be happy to provide additional detailed information.

Cc: BAARC, CIC, and DTC members  
Presidents and Vice Chancellors

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

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Minutes from:

May 16, 2016 Special Meeting of the Board of Trustees (Exhibit A)  
May 16, 2016 Regular Meeting of the Board of Trustees (Exhibit B) and

Notes from:

May 21, 2016 Special Meeting of the Board of Trustees (Exhibit C)  
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 SPECIAL BOARD OF TRUSTEES' MEETING  
May 16, 2016**

**PRESENT**

Members of the Board of Trustees:

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

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

**1.0 PROCEDURAL MATTERS**

**1.1 Call To Order**

**1.2 Invocation**

Led by Trustee David Lang

**1.3 Pledge of Allegiance**

Led by Trustee Marcia Milchiker

**1.4 Public Comments**

*Members of the public may address the Board on items set forth on the agenda. **Speakers are limited to up to two minutes each.***

**2.0 DISCUSSION ITEM**

- 2.1 Advanced Technology and Education Park (ATEP) County of Orange Amended and Restated Land Exchange Agreement, Ground Lease and ATEP Status Report

Vice Chancellor of Business Services, Debra Fitzsimons gave a presentation on the progress at ATEP, including land configuration, phases of development, potential partners, architectural plans for IVC's first building, and Saddleback's future plans for the site. Information was provided about Tustin Legacy development efforts near the ATEP site.

### **3.0 ACTION ITEMS**

- 3.1 SOCCCD: ATEP County of Orange Amended and Restated Land Exchange Agreement and Ground Lease, and Approval of California Environmental Quality Act (CEQA) Environmental Analysis Checklist Public Hearing

A California Environmental Quality Act (CEQA) public hearing was held to gather public input.

- 3.2 SOCCCD: ATEP County of Orange Amended and Restated Land Exchange Agreement and Ground Lease, Adopt Resolution No. 16-13, Approval of California Environmental Quality Act (CEQA) Environmental Analysis Checklist for the County Animal Care Center

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

- 3.3 SOCCCD: ATEP County of Orange Amended and Restated Land Exchange Agreement and Ground Lease, Adopt Resolution No. 16-14.

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

### **ADJOURNMENT**

The meeting was adjourned at 5:14 p.m.



Gary L. Poertner, Secretary

**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  
May 16, 2016**

**PRESENT**

Members of the Board of Trustees:

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

Administrative Officers:

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

**ABSENT**

Tod Burnett, President Saddleback College

**CALL TO ORDER: 5:00 P.M.**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

1.2 Public Comments

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

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

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
  - A. Public Employee Evaluation of Performance (Government Code Section 54957(b).)(1 matter)
  - B. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(2 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
  - A. California School Employees Association (CSEA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
  - B. Police Officers Association (POA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)
  - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1)  
(2 potential cases)

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

On a 7-0 vote, the board approved the resignation of employment of a classified employee at Irvine Valley College.

**2.2 Invocation**

Led by Trustee T.J. Prendergast

**2.3 Pledge of Allegiance**

Led by Trustee Terri Whitt

**2.4 Swearing In: Student Trustee Johnathan Forde**

Oath of Office administered by Board President Tim Jemal

**2.5 Public Comments**

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

One public comment was heard by the board in reference to CSEA

negotiations.

### **3.0 REPORTS**

- 3.1 Oral Reports: ***Speakers are limited to up to two minutes each.***
- A. Board Reports
  - B. Chancellor's Report
  - C. College Presidents' Reports (*Written Reports included in Section 8.0*)
  - D. Associated Student Government Reports
  - E. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

- 4.1 None

### **5.0 CONSENT CALENDAR ITEMS**

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

Trustee Jemal requested to remove item 5.5 from the consent calendar. Trustee Milchiker requested to pull item 5.2 and 5.14, Trustee Wright requested to pull 5.13 and Trustee Jay requested to pull item 5.19 for separate discussion and action.

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of Special Meetings held on April 6, 2016 and Regular Meeting held on April 25, 2016.
- 5.2 **SOCCCD, Saddleback College and Irvine Valley College: Resolutions**  
Betty McClelland, Classified Employee Outstanding Service Award, District Services  
Steven Gross, Classified Employee Outstanding Service Award, District Services  
Dan Johnson, Classified Employee Outstanding Service Award, District Services  
Steve Teh, Professor of the Year, Saddleback College  
Jeffrey Oderlin, Associate Professor of the Year, Saddleback College  
Lisa Messenger, Emeritus Institute Professor of the Year, Saddleback College  
Michelle MacDougall Jackson, Outstanding Classified Employee of the Year, Saddleback College  
Brad McReynolds, National Athletic Trainer of the Year for Community Colleges

The board decided to discuss the process for resolutions at their self-evaluation workshop on Saturday, May 21, 2016.

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

- 5.3 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.4 **SOCCCD: Irvine Valley College: Independent Contractor Agreement, Brilliant Energy Solutions**  
Approve contract for \$145,020.00 with Brilliant Energy Solutions for Deputy Sector Navigator Energy Efficiency and Utilities project direction and oversight, effective July 1, 2016 through June 30, 2017.
- 5.5 **SOCCCD: Irvine Valley College: Memorandum of Understanding, Capistrano Unified School District**  
Approve the Memorandum of Understanding between SOCCCD and Capistrano Unified School District.
- This item was removed from the consent calendar and will be submitted at a later date.
- 5.6 **Saddleback College: Curriculum New/Revised for the 2016-17 Academic Year**  
Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College
- 5.7 **Saddleback College: Student Travel, Semester Abroad in Oxford, England from March 16, 2017 to May 19, 2017**  
Approve Spring 2017 Saddleback College study abroad program: Semester Abroad in Oxford, England, as summarized in Exhibit B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements as shown in Exhibit C.
- 5.8 **SOCCCD: Saddleback College: Satellite Coffee Cart Services Agreement, Amendment No. 3, The Drip Coffee**  
Approve Amendment No. 3 to the Saddleback College Satellite Coffee Cart Services agreement with The Drip Coffee, for a one year extension from July 1, 2016 to June 30, 2017.
- 5.9 **SOCCCD: Saddleback College: Cafeteria Operation and Food Vending Services Agreement, Amendment No. 3, S & B Foods**  
Approve Amendment No. 3 to the Saddleback College Cafeteria Operation and Food Vending Services agreement with S & B Foods for the second one-year extension beginning July 1, 2016 and ending June 30, 2017.
- 5.10 **SOCCCD: Saddleback College: MPC Guillotine Paper Cutter Surplus**  
Approve disposal of the MPC Guillotine paper cutter at Saddleback College

and empower district personnel to take this action.

**5.11 Saddleback College: Amendment No. 3 to Educational Services Agreement, Academic Chess**

Approve the Amendment No. 3 to the Educational Services Agreement with Academic Chess in the amount of \$32,312 for a new contract total of \$130,000.

**5.12 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.

**5.13 SOCCCD: Saddleback College: "Capri" Day-Sailboat Surplus**

Approve disposal of five "Capri" day-sailboats and empower district personnel to take this action.

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

**5.14 SOCCCD: Contract with Neudesic LLC for Software Development**

Approve work order with Neudesic LLC, for the term of May 17, 2016 through August 31, 2016.

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

**5.15 SOCCCD: Gifts to the District and Foundations**

Accept the donations as listed.

**5.16 SOCCCD: Budget Amendment: Adopt Resolution No. 16-15 to Amend FY 2015-2016 Adopted Budget**

Adopt Resolution No. 16-15 to amend the FY 2015-2016 Adopted Budget.

**5.17 SOCCCD: Transfer of Budget Appropriations**

Ratify the transfer of budget appropriations for the current reporting period ending April 30, 2016.

**5.18 SOCCCD: Purchase Orders and Checks**

Ratify the purchase orders and checks as listed.

**5.19 SOCCCD: April 2016 Contracts**

Ratify contracts as listed.

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

## **6.0 GENERAL ACTION ITEMS**

- 6.1 SOCCCD: Consolidated Elections for Members of Governing Boards**  
Approve Resolution 16-16 to notify the Orange County Department of Education of the consolidated governing board election specifications.
- On a motion made by Trustee Milchiker and seconded by Trustee Wright, this item was approved on a 7-0 vote.
- 6.2 SOCCCD: Emergency Operations Plan**  
Approve the SOCCCD Emergency Operations Plan.
- On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.
- 6.3 SOCCCD: Irvine Valley College: Barranca Entrance Project, Award of Bid No. 325, Hillcrest Contracting, Inc.**  
Approve Award of Bid No. 325, Irvine Valley College Barranca Entrance project and approve the agreement with Hillcrest Contracting, Inc., of Corona, California, in the amount of \$1,465,770.
- On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved by a 7-0 vote.
- 6.4 SOCCCD: Board Policy Revision: BP-5301 Course Repetition**  
Accept for review and study.
- On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.
- 6.5 SOCCCD: Board Policy Revision: BP- 2120 Institutional Planning, BP-3450 Traffic and Parking Regulations, BP-5618 Credit by Examination – Specific Course Credit, BP-5610.1 Student Fees**  
Approve board policies as presented.
- On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was approved on a 7-0 vote.
- 6.6 SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Conclusion of Administrative Interim Assignment, Resignation/Retirement/Conclusion of Employment.
- On a motion made by Trustee Michiker and seconded by Trustee Whitt, this item was approved on a 7-0 vote.



**6.7 SOCCCD: Classified Personnel Actions – Regular Items**

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

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

**6.8 SOCCCD: Sabbatical Rescindment**

Approve request from faculty member to rescind Fall 2016 sabbatical leave.

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

**6.9 SOCCCD: Destruction of Class 3 Disposable Records**

Approve destruction of Class 3 disposable records in compliance with code.

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

**6.10 SOCCCD: Equal Employment Opportunity (EEO) Plan**

Approve the SOCCCD Equal Opportunity Plan, designed to communicate the importance of diversity in the workplace and eliminate barriers to equal employment opportunities.

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

**6.11 SOCCCD: California School Employee Association Master Agreement**

Pending ratification vote, approve CSEA Tentative Agreement for the term July 1, 2015 to June 30, 2018 as presented.

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

**7.0 REPORTS**

**7.1 Saddleback College: Professors of the Year**

Saddleback College Professors of the Year

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

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

**7.3 SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

7.4 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through April 30, 2016.

7.5 **SOCCCD: Facilities Plan Status Report**

Status of current construction projects.

7.6 **SOCCCD: Quarterly Investment Report**

Status of investments as of quarter ending on March 31, 2016.

**8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

**9.0 ADDITIONAL ITEMS**

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

The meeting was adjourned at 8:16 p.m.

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



**South Orange County Community College District  
Board of Trustees Self-Evaluation  
Workshop Notes  
Saturday, May 21, 2016**

**Board Evaluation Survey Results**

The facilitator presented summaries of the ratings and comments from the employee survey, noting that most were essentially the same or slightly higher than the previous year's averages. The strongest areas were board delegation to the chancellor, trustee behavior setting a positive tone, and board meeting conduct and agendas. Three items had significantly higher scores: trustees representing community needs, the board respecting faculty, staff, and student input, and trustee behavior setting a positive tone for the district. Board members received both detailed survey reports and discussed their impressions of the results.

The facilitator presented the ratings and comments from the trustees' survey that were completed by all seven trustees. The survey covered board roles related to the district's strategic directions, board effectiveness goals, and ratings on standard criteria for effectiveness (the same form used by employees). Discussion included the following topics:

- Continued trustee satisfaction in monitoring strategic plan goals that illustrate similar high scores compared to last year's survey results.
- The value of conference attendance to enhance trustee development.
- Ongoing attention to reviewing and updating policies.
- Strategies to ensure trustee understanding of the budget and the district's fiscal status.
- Review Code of Ethics policy at the annual retreat (board members received online training related to legal ethics/conflicts of interest).
- Strategies to improve orienting new trustees to their role and facilitating the reading of board agendas.

**Goal Setting**

Members reviewed the 2015-2016 priorities and gave their suggestions on the self-evaluation surveys. Proposed changes are indicated on the "Proposed Board Priorities and Tasks for 2016-2017."

**Trustee Roles and Responsibilities**

Due to time constraints, trustee roles and responsibilities were not discussed. The facilitator encouraged trustees to review the handouts.

**Accreditation and the Board's Role**

The self-study process and the responsibilities of the Board in accreditation were reviewed. Denice Inciong, District Director, Research, Planning and Data Management gave a high level presentation on the board's role in accreditation. It was noted that the self-study committee chairs for Standard IV will interview the current and/or past board president to ensure board input into the self-study response. The board will receive progress reports on the self-study at board meetings in October and November and will be asked to review and sign off before it is submitted to the accreditation commission in December 2016. The site visit is scheduled for the week of February 27, 2017, and trustees were asked to note that on their calendars. Trustee Whitt requested that a list of accreditation dates be sent to the

board. Trustee Wright suggested that board members avail themselves of the in service workshops that are being provided on accreditation during Professional Development Week, August 15-19, 2016.

### **Trustee Communication Standards**

Chancellor Poertner reminded the board members that he is the central point of contact for all communications relating to board matters. He added that the office staff offers administrative office support and coordinates the flow of information to trustees. Trustees should request that employees contact the Chancellor's office to coordinate appointments and appearances by trustees at college events and meetings, and should work through the Chancellors office to coordinate their participation in college and community activities.

The chancellor noted that as a public agency, we should conduct the people's business in the public domain in order to maintain transparency. He added that most records are public and disclosable. The use of personal email by board members could be problematic if public records are requested. Consensus was that trustees will use only their district email for district business, and that a standardized email signature will be created for each email.

### **Trustee Elections**

Chancellor Poertner discussed campaign protocol, laws, and regulations as it pertains to board members pursuant to Education Codes 7050-7054.

### **Professional Development – Conference Attendance**

Chancellor reviewed the various conference attendance opportunities. Trustees received information about the conferences sponsored by CCLC, ACCT, and AGB. The district rejoined ACCT in 2015 after the Leadership Congress in San Diego. Discussion included the value of conferences focused on effective trusteeship and the League's Excellence in Trusteeship program, as well as the positive experiences of those trustees who recently attended conferences. A request was made for the chancellor to provide a short analysis that will indicate which trustee is stronger in certain areas and/or who would benefit more from attending certain conferences.

### **Board Resolutions Discussion**

The board discussed the current process for presenting board resolutions which involves forwarding the resolutions to the colleges for special award ceremonies versus recognition ceremonies at board meetings. The board requested that the chancellor forward the guidelines that were originally put in place outlining the process. The board may decide to revise the current practice or remain with the new process that was adopted at the organizational meeting in December 2015.

### **Board Listening Sessions**

Participants reviewed the notes from the Board of Trustees Listening Sessions held at Saddleback and IVC, and discussed the main themes that were raised at both sessions. Follow-up reports will be presented to the board to address the issues raised. Discussion resulted in requests for two listening sessions per year, one each semester. One session will be held for managers and administrators and the other session will be held for classified staff and faculty from throughout the district. The board will evaluate how well the sessions fared at next year's board self-evaluation.

Meeting adjourned at 11:44 a.m.

**South Orange County Community College District  
Board of Trustees  
DRAFT Priorities and Tasks, 2016-2017**

The following goals and priorities for the coming year were identified at the 2016 Board Self-Evaluation Workshop:

**Board Priorities and Tasks Related to District Wide Goals**

1. The Board will hold the Chancellor accountable for implementing strategies and programs designed to meet the goals and objectives in the 2014-2020 District-wide Strategic Plan. It will monitor progress through reports and discussion at board meetings, as well as the Chancellor's evaluation process.
2. The Board remains committed to communication and leadership styles that model a culture of mutual respect and collaboration and set a positive tone for the District. (District Goal 1)
3. The Board continues a major focus on student success and through its policies and direction, will ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them. (District Goal 2)
4. The Board continues to expect and support efforts to build and maintain partnerships with business/industry to meet career and technical education needs at ATEP, Irvine Valley College, and Saddleback College. (District Goal 3)

**Board Effectiveness Goals**

The Board will continue to uphold principles of Board effectiveness, including but not limited to the following:

1. The Board remains committed to opportunities to listen to faculty, staff, and student perspectives on district matters, while honoring college and district processes for making decisions and recommendations to the Board. The Board will provide opportunities to discuss board roles and perspectives with administrators, faculty, and staff.
2. The Board will explore approaches to decision-making, conflict resolution, and negotiations to promote effective communication and quality of decisions.
3. The Board will ensure the long-range fiscal stability and strength of the district by addressing funding needs and sources, including those related to facility needs.
4. The Board will be knowledgeable about and participate appropriately in the accreditation self-study, particularly regarding Standard IV.C on governance.

*Drafted by Cindra Smith, Consultant, subject to review, change, and approval by the Board.*

5. The Board will ensure that the District effectively advocates District positions on key state and federal policy issues affecting the colleges, including involving the Board and trustees as appropriate.
6. The Board will strengthen its engagement in professional development, including but not limited to trustee participation in appropriate conferences.

**TO:** Board of Trustees

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

**RE:** Saddleback College: Curriculum New/Revised for the 2016-17 Academic Year

**ACTION:** Approval

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**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 new/revised curriculum for the College. Exhibit A includes one revised skills award. Exhibit B includes revisions to existing courses as well as new courses for academic year 2016-17. The new and revised curriculum are recommended by the Curriculum Committee and include collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Sections 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College as listed in Exhibit A and B.

SADDLEBACK COLLEGE  
PROGRAMS  
ACADEMIC YEAR  
2016-17

**New**

**Music Production Occupational Skills Award**

Provides students with entry-level skills for employment in the fields of music production, film/tv/game composition, live performance, sound design, music editing and music recording. Students will use industry-recognized software to create, edit and perform music. The OSA also provides students with the music business knowledge necessary to promote their work.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Operate a digital audio workstation and setup software and hardware.
- Use midi and virtual instruments.
- Create music using Ableton Live.
- Edit music using Ableton Live.
- Perform music using Ableton Live and a midi controller.
- Describe various roles in the music industry.
- Explain how to publish, market and promote musical compositions.

**Revised**

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- Describe various roles in the music industry.
- Explain how to publish, market and promote musical compositions.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
MUS 130	Music Production I	2.5
<del>MUS 132</del>	<del>Introduction to Music Technology</del>	<del>2</del>
MUS 120	Introduction to the Music Industry	3

---

**Total Units for the Award**                      **7.5**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
MUS 130	Music Production I	2.5
<u>MUS 131</u>	<u>Music Production II</u>	<u>2</u>
MUS 120	Introduction to the Music Industry	3

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**Total Units for the Award**                      **7.5**



**SADDLEBACK COLLEGE**  
**PROPOSED NEW AND REVISED COURSES**  
**ACADEMIC YEAR 2016-2017**

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				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
				supplies=supplies
				ti=title
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	CWE 601	429991.00	CO-OP-ED COMPUTER MAINTENANCE TECHNOLOGY	nc, 2 units/0 hr lec/0 hr lab/9.04 hrs lrng cntr, oe/oe, non-repeatable
ATAS	CWE 602	429990.00	CO-OP-ED COMPUTER MAINTENANCE TECHNOLOGY	nc, 1 unit/0 hr lec/0 hr lab/4.52 hrs lrng cntr, oe/oe, non-repeatable
ATAS	CWE 603	429993.00	CO-OP-ED ELECTRONIC TECHNOLOGY	nc, 2 units/0 hr lec/0 hr lab/9.04 hrs lrng cntr, oe/oe, non-repeatable
ATAS	CWE 604	429992.00	CO-OP-ED ELECTRONIC TECHNOLOGY	nc, 1 unit/0 hr lec/0 hr lab/4.52 hrs lrng cntr, oe/oe, non-repeatable
ATAS	FN 50	338050.00	FUNDAMENTALS OF NUTRITION	SLOs, txt

**SADDLEBACK COLLEGE**  
**PROPOSED NEW AND REVISED COURSES**  
**ACADEMIC YEAR 2016-2017**

ATAS	FN 605	338090.00	LIFECYCLE NUTRITION	nc, <b>prereq FN 50</b> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FN 606	450039.00	SPECIAL EVENTS AND CATERING MANAGEMENT	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	GC 608	374050.00	INTRODUCTION TO VEHICLE WRAP DESIGN AND APPLICATION	nc, 1 unit/0.5 hrs lec/2 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	GD 607	992775.00	HISTORY OF GRAPHIC DESIGN	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
BS	ACCT 207A	542165.00	ADVANCED ACCOUNTING I	nc, <b>prereq ACCT 202A, rec prep ACCT 202B</b> , 3 unit/3 hr lec/0 hr lab/0 hr lrng cntr, non repeatable
BS	ACCT 207B	542166.00	ADVANCED ACCOUNTING II	nc, <b>prereq ACCT 207A</b> , 3 unit/3 hr lec/0 hr lab/0 hr lrng cntr, non repeatable,
BS	ACCT 208	542167.00	ACCOUNTING FOR GOVERNMENT AND NOT FOR PROFIT ENTITIES	nc, <b>prereq ACCT 1B</b> , 3 unit/3 hr lec/0 hr lab/0 hr lrng cntr, non repeatable
BS	ACCT 276	542168.00	ACCOUNTING FRAUD EXAMINATION	nc, <b>prereq ACCT 202A</b> , 3 unit/3 hr lec/0 hr lab/0 hr lrng cntr, non repeatable
FAMT	MUS 618	542144.00	FUNCTIONAL SKILLS FOR PIANISTS I	nc, <b>rec prep MUS 54B or demonstrated proficiency</b> , 2 units/2 hrs lec/1 hr lab/0 hr lrng cntr, non-repeatable
FAMT	MUS 619	542145.00	FUNCTIONAL SKILLS FOR PIANISTS II	nc, <b>rec prep MUS 618 or demonstrated proficiency</b> , 2 units/2 hrs lec/1 hr lab/0 hr lrng cntr, non-repeatable
KNES	DANC 625	430325.05	ADVANCED JAZZ DANCE	nc, <b>rec prep DANC 59</b> , 1.5 units/1 hr lec/2 hrs lab/0 hrs lrng cntr, non-repeatable
KNES	KNES 630	433728.00	INTERMEDIATE ROCK CLIMBING	nc, <b>rec prep KNES 63</b> , 1 unit/0.5 hr lec/1.5 hrs lab/0 hr lrng cntr, non-repeatable
KNES	KNES 629	433729.00	ADVANCED ROCK CLIMBING	nc, <b>rec prep KNES 630</b> , 1 unit/0.5 hr lec/1.5 hrs lab/0 hr lrng cntr, non-repeatable
LA	ARAB 661	405117.00	INTERMEDIATE CONVERSATIONAL ARABIC	nc, <b>prereq ARAB 2 or four years of High School Arabic</b> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
LA	PRSN 662	405116.00	INTRODUCTION TO PERSIAN CULTURE	nc, <b>rec prep College-level reading ability</b> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable,
LA	SPAN 601H	405111.00	ELEMENTARY SPANISH HONORS	nc, <b>rec prep College-level reading ability</b> , 5 units/5 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
LA	SPAN 602H	405110.00	ELEMENTARY SPANISH HONORS	nc, <b>prereq SPAN 1 or 1H</b> , 5 units/5 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable

**SADDLEBACK COLLEGE**  
**PROPOSED NEW AND REVISED COURSES**  
**ACADEMIC YEAR 2016-2017**

LA	SPAN 660	405115.00	ADVANCED CONVERSATIONAL SPANISH	nc, <u>prereq SPAN 10 or SPAN 3, rec prep SPAN 3</u> , 3 units/5 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
MSE	GEOL 600	542063.00	GEOLOGY OF THE SOUTHERN COLORADO PLATEAU	nc, 2 units/1 hr lec/3 hrs lab/0 hr lng cntr, non repeatable
MSE	GEOL 601	542062.00	GEOLOGY OF THE NORTHERN COLORADO PLATEAU	nc, 2 units/1 hr lec/3 hrs lab/0 hr lng cntr, non repeatable
SBS	CDE 607H	374051.00	HONORS CHILD GROWTH AND DEVELOPMENT	nc, <u>rec prep ENG 200 and ENG 340</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
TCSP	KNEA 670	374052.00	EXERCISE WITH SPECIAL POPULATIONS	nc, <u>rec prep KNES 52 or INTRO ANATOMY AND PHYSIOLOGY</u> , 3 units/2 hrs lec/3 hrs lab/0 hr lng cntr, non-repeatable

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Award of Janitorial Supplies and Equipment, Bid No. 337D

**ACTION:** Approval

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### **BACKGROUND**

South Orange County Community College District invites bids for anticipated janitorial supplies which are purchased annually in bulk to secure volume discounts. Items are bid separately and each vendor may bid on any and all items.

### **STATUS**

On May 10 and 17, 2016, SOCCCD ran a newspaper advertisement soliciting bids for Bid No. 337D, Janitorial Supplies. Additional marketing efforts included placing a copy of the bid on the district website and notifying twenty seven (27) prospective vendors. Seventeen (17) vendors responded and their bids were opened May 25, 2016. Ten (10) vendors submitted low bids on specific items (EXHIBIT A) for a total amount of \$91,107.02 including sales tax.

Saddleback College staff reviewed the bid and recommends award as indicated. Bid details are available in the district purchasing department.

Funds are budgeted in the colleges' general fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees award Bid No. 337D for Janitorial Supplies and Equipment for FY 2016-2017 for a total amount of \$91,107.02 to the vendors listed on EXHIBIT A, with an option for a two-year renewal period.

**BID NO. 337D  
JANITORIAL SUPPLIES & EQUIPMENT  
SOCCCD**

**June 27, 2016**

<b><u>VENDORS</u></b>	<b><u>PRODUCT</u></b>	<b><u>AMOUNT</u></b>
<b>Blake's Janitorial Supplies Fullerton, CA</b>	<b>Dust cloths</b>	<b>\$ 360.72</b>
<b>P &amp; R Paper Supply Redlands, CA</b>	<b>Cleaning pads, bottles, bags</b>	<b>\$ 729.93</b>
<b>Gale Supply Montebello, CA</b>	<b>Toilet paper</b>	<b>\$37,461.00</b>
<b>American Chemical &amp; Sanitary Supply Anaheim, CA</b>	<b>Erasers, hand towels and soap</b>	<b>\$ 9,264.12</b>
<b>Pioneer Chemical Gardena, CA</b>	<b>Caddy bag, razor blades</b>	<b>\$ 41.63</b>
<b>Star Maintenance Supply San Gabriel, CA</b>	<b>Toilet dispensers and chemicals</b>	<b>\$ 3,494.98</b>
<b>Empire Cleaning Supplies Los Angeles, CA</b>	<b>Carpet mats</b>	<b>\$ 826.20</b>
<b>Continental Chemical &amp; Sanitary Supply Anaheim, CA</b>	<b>Mops, toilet seat covers, brooms</b>	<b>\$ 4,142.25</b>
<b>Waxie Sanitary Supply Santa Ana, CA</b>	<b>Toilet paper, seat liners, dust cloths</b>	<b>\$ 8,223.27</b>
<b>Buckeye Cleaning Santa Fe Springs, CA</b>	<b>Pads &amp; mops</b>	<b>\$ 291.34</b>
<b>Veritiv Corp. La Palma, CA</b>	<b>Hand soap, can liners</b>	<b>\$29,271.58</b>
<b>GRAND TOTAL</b>		<b>\$94,107.02</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Boat Surplus

**ACTION:** Approval

---

### **BACKGROUND**

Saddleback College used a 1990 15' Boston Whaler as a safety boat to support their Marine Science Technology (MST) program. Annual repair costs for the Boston Whaler ranged from \$950 – \$1,550 with additional annual maintenance costs of approximately \$900, for an annual range of \$1,850 – \$2,450 in repair and maintenance fees. For FY 2015 – 2016, the MST division obtained an estimate for repairs which includes replacement of the motor for this fiscal year equaling \$4,558.

Saddleback College MST division identified a source for daily leasing of a similar Boston Whaler for use during required class times for FY 2015 – 2016 at an estimated cost of \$750.

According to Education Code 81452: (c) If the Board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

### **STATUS**

Staff determined the estimated value for a 1990 15' Boston Whaler in average condition to be \$2,380. The cost of replacing the motor and repairs far exceed the market value. College staff's pursuit of disposal options to prevent storage fees was unsuccessful. The MST division had no trailer for hauling and the repair shop, where the boat was located, assessed storage fees and demanded payment through a lien with the Department of Motor Vehicles. The fees identified were greater than the value of the boat and the notice provided to the college required a response in too short a time for a response. This resulted in the sale of the Boston Whaler.

In order to align with public contract code requirements, Staff recommends the Board of Trustees approve disposal of the 1990 15' Boston Whaler identified in EXHIBIT A.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve disposal of the 15' Boston Whaler (EXHIBIT A).

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

**Boat Surplus  
Saddleback College**

**June 27, 2016**

<b>Hull Registration</b>	<b>SC Tag No.</b>	<b>Serial No.</b>	<b>Date Acquired</b>
CF2708XC	7336	1583JF090	July 3, 1990
Motor	13-002612	457117	July 3, 1990

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Construction Superintendent Services, Award of Bid 2051, MEW Consulting

**ACTION:** Approval

---

**BACKGROUND**

Saddleback College desires to contract for construction superintendent services to supervise and manage college facilities projects, which will not exceed \$15,000 for new construction and \$87,800 for maintenance projects.

**STATUS**

On April 5 and April 12, 2016, SOCCCD ran a newspaper advertisement for consideration of the Saddleback College Construction Superintendent Services and the district's construction management pool was notified. Additionally, the College conducted a telephone campaign requesting potential firms to compete for the position. On April 13, 2016, five bidders attended the mandatory pre-proposal meeting. Two bids were received on April 26, 2016 (EXHIBIT A). Staff reviewed the bids, conducted interviews, and recommends award of a one year agreement with two one-year options to renew with MEW Consulting of West Covina, in the amount not to exceed \$202,200.

Funds are available in the Saddleback College general fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees award Bid No. 2051, Saddleback College Construction Superintendent Services and approve a one year agreement (EXHIBIT B) with two one-year options to renew with MEW Consulting of West Covina, CA, in the amount not to exceed \$202,200.



**Bid No. 2051**  
**Construction Superintendent Services for Projects**  
**at**  
**Saddleback College**

**June 27, 2016**

<b><u>CONTRACTORS</u></b>	<b><u>CITY</u></b>	<b><u>SUBMITTER'S NAME</u></b>
<b>*MEW Consulting</b>	<b>West Covina, CA</b>	<b>Mike Wilson</b>
<b>California Construction Management</b>	<b>Ontario, CA</b>	<b>John D. McGrew</b>

**\*RECOMMENDED AWARD**

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**AGREEMENT: CONSTRUCTION SUPERINTENDENT SERVICES FOR PROJECTS AT SADDLEBACK COLLEGE**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and MEW Consulting, 325 S. Holly Oak Place, West Covina, CA 92791, hereinafter referred to as "CS";

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

WHEREAS, DISTRICT desires to obtain Construction Superintendent services for Saddleback College, hereinafter referred to as "PROJECTS"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 CS'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CS'S services shall consist of those services performed by the CS and CS'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CS 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. CS'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 PROJECTS. CS'S Services shall be provided by Michael Wilson, CS PROJECTS Manager. CS shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CS has been selected to perform the work herein because of the skills and expertise of key individuals. CS assignment for these PROJECTS is for one Construction Superintendent. So long as their performance continues to be acceptable to the DISTRICT, this named individual shall remain in charge of the PROJECTS. Additionally, the CS must furnish the name of all other key people in CS'S firm that will be associated with the PROJECTS.
- 1.4. **Replacement of Key Individual.** If the designated PROJECTS manager fails to perform to the satisfaction of the DISTRICT, then upon written notice the CS will have 10 working days to remove that person from the PROJECTS and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A PROJECTS manager and all lead or key personnel must also be designated by the CS and are subject to all conditions previously stated in this paragraph

- 1.5. **Relationship of CS to Other PROJECTS Participants.** CS'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECTS. The Architect is responsible for the adequacy and sufficiency of the PROJECTS design and the contents of Design Documents for the PROJECTS. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CS'S rendition of services hereunder shall be deemed CS'S assumption of responsibility for the adequacy or sufficiency of the PROJECTS design or the Design Documents for the PROJECTS, which are and remain that of the Architect. CS shall coordinate all work with DISTRICT CS'S as necessary to complete contract requirements
- 1.6. **Acceptance of PROJECTS Schedule.** The CS shall accept the DISTRICT'S PROJECTS schedule for the performance of the CS'S services. The schedule may be adjusted as the PROJECTS proceed 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 PROJECTS. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CS.
- 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within twelve months of the date of this AGREEMENT with four-one year options available through contract amendment.

## ARTICLE 2 SCOPE OF CS'S SERVICES

- 2.1. **Scope of services include but are not limited to:**
- a. Supervision of Saddleback College construction and maintenance projects as directed by the Director, Facilities.
  - b. Construction projects under \$15,000;
  - c. Maintenance projects under \$88,000;
  - d. Develop project scope of work;
  - e. Obtain contractor quotes
  - f. Provide rough order of magnitude cost estimate for work;
  - g. Candidate should have previous Construction Superintendent experience.
  - h. Participate as a team member for Saddleback College major construction projects.
  - i. Provide non-DSA related inspection services.
  - j. Review of drawings and specifications for all Saddleback College projects.
  - k. Review of District Division 00, 01, General Conditions, Supplemental Conditions, and Special Conditions documents.

- I. Candidate should have experience with above document oversight.
- m. Construction Superintendent will keep and maintain an electronic filing system of all contract / project documents for delivery to the College on completion. Filing system to be aligned with College system
- n. Other duties as assigned.

2.2. **Site Observations**

- a. CS On-Site. At all times during which there are construction activities, CS shall have its management team as identified in Article I Item 3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CS shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECTS
- b. CS and Contractor. With respect to the Contractor's work, the CS shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Contract. The CS shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract. The CS shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CS.
- c. Construction Quality. The CS will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CS will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CS will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Contract.
- d. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CS shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CS shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CS, the DISTRICT shall be notified in writing by the CS of such conditions and if directed by the DISTRICT, the CS shall stop or reject such work. CS'S responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

- e. Site Safety. Contractor Safety Program. CS shall review the safety program of the Contractor for conformity with requirements of the Contract and applicable law. CS shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CS is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
- f. Safety Violations; Safety Conditions. The CS shall promptly notify the DISTRICT in writing of all CS observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECTS Site which have an immediate potential or actual adverse effect on life or property, the CS is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CS under the existing circumstances to prevent such actual or potential adverse effect.
- g. Changes and Claims. Coordination of Changes. CS will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CS will coordinate the Contractor's performance of changes authorized by the DISTRICT. CS will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of PROJECTS construction.
- h. Processing of Changes and Change Orders. CS will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowances, assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CS will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CS will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CS is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CS shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CS'S direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.
- i. Claims Handling. CS will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CS will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims.

2.3. **Post-Construction Phase**

- a. **Review and Transmittal of Contractor Close-Out Documents.** The CS shall begin to consider close out requirements upon execution of the contract. The CS shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CS shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CS determines that the Contractor's close-out documents and items are not in conformity with requirements of the Contract, the CS shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CS shall deliver to the DISTRICT all the Contractor's close-out documents and items, except for the Contractor's as-built drawings which the CS shall transmit to the Architect.
- b. **CS PROJECTS Records.** Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CS shall assemble and deliver to the DISTRICT all of the PROJECTS records maintained during the Construction Phase by the CS relating to the PROJECTS. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECTS or this Agreement, are the sole and exclusive property of the DISTRICT.
- c. **Contractor's Post-Construction Obligations.** If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECTS construction, the CS shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CS shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. **PROJECTS Reports.** The CS shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECTS construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECTS construction, the CS shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CS will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECTS construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECTS for the purposes intended.

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

ARTICLE 3 ADDITIONAL CS 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, CS shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment "A" CS Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CS performing any Additional Services. The CS 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.** CS shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CS'S control. CS shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. Material PROJECTS Scope Changes. Services required or necessary as a result of significant changes in the PROJECTS scope or other requirements of the PROJECTS, including PROJECTS size, quality, or complexity or material changes to the Master Construction Schedule.
  - b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
  - c. Damage or Destruction to PROJECTS. Except to the extent caused by the CS, services and consultation associated or necessitated by damage or destruction to the PROJECTS prior to completion by an act of God, fire or other casualty
  - d. Furniture Systems. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECTS.
  - e. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
  - f. Furniture, Furnishings, Equipment Not in PROJECTS Scope. Service in connection with the DISTRICT'S selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECTS.
- 3.3. **Compensation for Additional Services.** If the duration of CS services is extended, due to the DISTRICT'S need for Additional Services, the CS shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CS. The CS shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.



#### ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CS'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CS. Attachment "A" is the CS Services Proposal, Attachment "B" is the CS Billing Rates, and Attachment "C" are the CS General Conditions.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CS for twelve months with two one year annual renewals. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CS actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "B".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CS of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **CS Indemnity of District.** CS shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECTS itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CS'S services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT'S Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CS'S obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.
- 5.2. **Hold Harmless.** To the fullest extent permitted by law, CS agrees to indemnify and hold DISTRICT, and it board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:
  - a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CS'S employees or his/her subcontractor's employees arising out of CS'S work under this AGREEMENT including a waiver of subrogation; and
  - b. **CS Negligence.** Any and all claims for damages costs and/or charges caused by CS'S negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CS'S CSs, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CS'S performance and shall survive the expiration or

termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

5.3. **Purchase and Maintain Insurance.** CS shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CS and DISTRICT from claims which may arise out of or result from CS'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. **Workers' Compensation and Employers Liability Insurance.** CS shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CS may be liable. CS shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CS. The Employer's Liability Insurance required of CS hereunder may be obtained by CS as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CS hereunder.
- b. **Comprehensive general and auto liability.** CS shall purchase and maintain Commercial General Liability and Property Insurance as will protect CS from the types of claims set forth below which may arise out of or result from CS'S services under this Agreement and for which CS may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CS'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CS, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CS'S obligations under this Agreement; and (vi) for completed operations.

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

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

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

5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.5. **Insurance Evidenced.** Prior to commencing work, CS shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CS fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CS, and in such event CS shall reimburse DISTRICT upon demand for the cost thereof.

5.6. **Coverage Amounts**

<b>Insurance Policy</b>	<b>Minimum coverage Amount</b>
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
Professional Liability	One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) PROJECTS specific in the aggregate

**ARTICLE 6 COMPENSATION TO THE CS**

The DISTRICT shall compensate the CS as follows:

6.1. **Contract Price for Services.** The Contract Price for the CS'S performance of the Services under this Agreement shall consist of a fixed monthly fee based on approximately 2080 hours at \$90/hour for twelve months plus clerical support of \$15,000 annually for a total not to exceed contract value of :

<b>TOTAL</b>	<b>\$202,200</b>
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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 CS, 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 "B" are services included in the CS'S compensation for Services as set forth in Article II.

- 6.3. **CS Monthly Billing Statements.** CS 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 CS.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CS'S billing invoices, DISTRICT will make payment to CS 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 CS hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CS hereunder if CS 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 CS 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 CS under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CS and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CS services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CS'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 PROJECTS.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CS'S services is exceeded or extended through no fault of the CS, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CS and CS'S employees and CSs in the interest of the PROJECTS 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 CS for any costs or expenses paid or incurred by CS in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.

- a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CS and CS'S employees in the interest of the PROJECTS.
- b. Reimbursable expenses shall be expense of transportation in connection with the PROJECTS; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECTS. CS'S normal travel expense (including to and from the PROJECTS) and meals are excluded.
- c. Expense of reproductions (except those needed for the use of the CS and his or her CSs 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 CS'S Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CS, the CS'S employees in the interest of the PROJECTS.
- g. For additional services of CS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CS for such services.

## ARTICLE 7 CS'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CS for this PROJECTS shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CS grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CS pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CS shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CS and Contractor during all phases of the PROJECTS and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CS shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CS shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CS 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 CS 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. CS consents to use of CS'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 CS only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CS. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CS 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 CS; or (b) any act by CS exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CS is adjudged a bankrupt, CS makes a general assignment for the benefit of creditors or a receiver is appointed on account of CS'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CS. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECTS.** The District may suspend this Agreement at any time without penalty by written notice to CS 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 CS not less than fifteen days prior to the suspension date. If the PROJECTS is suspended by the DISTRICT for more than ninety consecutive days, the CS shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECTS is resumed, the CS'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CS'S services.
- 8.5. **Abandonment of PROJECTS.** If the DISTRICT abandons the PROJECTS for more than ninety consecutive days, the CS shall be compensated for services satisfactorily performed prior to the

abandonment and CS may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CS in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CS.
- a. In the event the DISTRICT fails to make timely payment, the CS 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 CS 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 CS shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **CS Compensation.** The CS shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CS. The DISTRICT shall pay the CS only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of CS, CS shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CS is liable for all damages suffered by the DISTRICT due to CS'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, CS agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CS agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CS 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 PROJECTS or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

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

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CS full information regarding requirements for the PROJECTS, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. The DISTRICT shall provide the CS with the PROJECTS Construction Budget for review and acceptance by the CS. At the written request of the CS, District shall provide CS copies of any documents related to the PROJECTS.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECTS. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CS. Unless modified by written notice by the DISTRICT to the CS, the DISTRICT Representative is:  

**John Ozurovich, Director, Facilities**  
**Saddleback College**
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CS if the DISTRICT becomes aware of any fault or defect in the PROJECTS or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CS of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECTS.
- 10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct



Construction Phase tests/inspections of materials/equipment forming a part of the PROJECTS as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CS include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

- 10.5. **DISTRICT Consultants.** Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the PROJECTS shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/ installation consultants, and hazardous material assessment & abatement consultants.

## ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CS agrees that CS 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. CS 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 CS, CS'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CS 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 CS, 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, CS 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 CS'S work whether by DISTRICT or others, shall not relieve CS from responsibility for errors and omissions in CS'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 CS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECTS.
  - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECTS.

- 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 PROJECTS. Design Documents include surveys, soil reports and other documents prepared for the PROJECTS by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Architect.** Various architects may be used and will be identified at the time of the PROJECTS.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECTS.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECTS.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECTS. 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 PROJECTS construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

11.7. **Employment with Public Agency.** CS, if an employee of another public agency, agrees that CS will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

11.9. **Independent Contractor.** CS, in the performance of this AGREEMENT, shall be and act as an independent contractor. CS 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. CS 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. CS 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 CS'S employees.

11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CS and DISTRICT hereunder.

11.11. **Non-Assignment.** The DISTRICT and CS, 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 CS pursuant to this AGREEMENT shall not be assigned by the CS. 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 CS. The sale or transfer of a majority membership interest in CS firm or the admission of new member to the CS firm which causes there to be a change in majority ownership and / or control of CS firm shall be deemed an assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

11.12. **Permits/Licenses.** CS and all CS'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

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

11.14. **Communications** between the parties shall be sent to the following addresses:

DISTRICT  
John Ozurovich  
Director of Facilities  
Saddleback College  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
jozurovich@saddleback.edu

CS  
Michael Wilson  
President

MEW Consulting  
325 S. Holly Oak Place  
West Covina, CA 92791  
mewconsultant@mail.com

COPY  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

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

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

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

“DISTRICT”  
South Orange County Community College District

“CONTRACTOR”  
MEW Consulting

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

By: \_\_\_\_\_  
Michael Wilson  
President

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer number)

ATTACHMENT A – PROPOSAL  
ATTACHMENT B – FEE SCHEDULE  
ATTACHMENT C – GENERAL CONDITIONS

## Professional Fees for SOCCCD/Saddleback College Bid Number 2051

### Construction Superintendent Services

Included in the Professional fees are as follows: Overhead, Administrative costs, profit and General Conditions. Items for CS'S Jobsite Offices are included below.

1. 40' Office Trailer
2. (3) File Cabinets
3. (1) Computer
4. (1) Printer
5. (1) Cell Phone
6. Bottled Water
7. (2) Hard Hats
8. First Aid Kit
9. All Office Supplies
10. Office Cleaning
11. Desks
12. Plan Table
13. Plan racks

#### Not Included:

1. Internet Connection
2. Conference Table/Chairs
3. Trash Service

The following Fees Apply to First Year

4% to 6% Cost of Living increase each year after First year

Construction Superintendent Services      \$90.00 Per Hour

Clerical Services      \$25.00 Per Hour

Michael E. Wilson

Owner

MEW Consulting

Attachment B  
Fee Schedule

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

<u>CS Services</u>	<u>Fee Per Hour</u>
Construction Superintendent	\$90
Clerical	\$25
Not to exceed annual amount	\$202,200

Attachment C

General Conditions Items for CS'S Jobsite Offices

Jobsite Trailer –Task chairs

Desks –

Conference table –Chairs for conference table –

(1) five drawer file cabinet –

Internet Connection – provide by District

Computers and necessary software

Printer/Fax/Scanner/Copier –

Phone line/Phone – provided by the District

Cell Phones –

Bottled Water Service –

Hard Hats/ PPE – each provides own

First Aid Kit –

All necessary office supplies –

Trash service/trailer cleaning

12 month IOR trailer rental @ \$100/month

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Radio Station Design, Engineering, and Installation Services Project, Architectural Service, Amendment No. 1, Dougherty + Dougherty Architecture

**ACTION:** Approval

---

### **BACKGROUND**

On February 1, 2016 the district approved the contract with Dougherty + Dougherty Architects for the Saddleback College Radio Station Design, Engineering and Installation Services project for a value of \$97,800.

### **STATUS**

Saddleback College has increased the scope of work to add the Channel 39 television facilities design and relocation to integrate both the Radio Station Design, Engineering and Installation Services project and Channel 39 into a single project. College staff recommends approval of Amendment No. 1 (EXHIBIT A) in the amount of \$67,450, for a new contract value of 165,250.

Basic aid funds are available within the Saddleback College Communication Arts project budget of \$2,622,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with Dougherty + Dougherty Architecture in the amount of \$67,450 with a reimbursable allowance of \$6,500 for the Saddleback College Radio Station Design, Engineering and Installation Services project, for a total contract value of \$165,250.



**AMENDMENT No. 1  
TO THE ARCHITECTURAL SERVICES AGREEMENT FOR THE  
RADIO STATION DESIGN, ENGINEERING AND  
INSTALLATION SERVICES PROJECT  
AT SADDLEBACK COLLEGE**

**June 27, 2016**

**THIS AMENDMENT** shall modify the original agreement dated February 2, 2016 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and DOUGHERTY + DOUGHERTY ARCHITECTURE, 3194D, Airport Loop, Costa Mesa, CA 92626, hereinafter referred to as "ARCHITECT".

**WHEREAS**, Article 11.16 of the original agreement provides that the agreement may be amended by mutual consent of the parties by written modification only; and

**WHEREAS**, Article 2 of the original agreement provides for the scope of services; and

**WHEREAS**, Article 3 of the original agreement provides for additional architect services; and

**WHEREAS**, Article 6 of the original agreement establishes the compensation for the agreement at \$92,800 with a reimbursable allowance of \$5,000 for a total contract amount of \$97,800; and

**WHEREAS**, SADDLEBACK COLLEGE and the ARCHITECT have agreed to, and the DISTRICT approves the additional services to provide for integrated design of KSBR and Channel 39 and further defined in the Triton Technology proposal included in the Dougherty + Dougherty proposal of April 20, 2016 (Attachment A), in the amount of \$67,450; and

NOW, THEREFORE, the parties agree as follows:

**1. TERM**

The agreement is increased by an additional \$67,450 bringing the total value of the agreement to \$165,250, under the same terms and conditions of the original agreement.

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

"DISTRICT"  
South Orange County Community College District

"ARCHITECT"  
Dougherty + Dougherty Architecture

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

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

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

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

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

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



ARCHITECTURE  
PLANNING  
INTERIORS

**3194D**

Airport Loop  
Costa Mesa  
California  
92626-3405

714.427.0277

714.427.0288

WWW.DARCHITECTURE.COM

April 20, 2016

Mr. Jim Rogers  
Assistant Director, Facilities  
**SADDLEBACK COLLEGE**  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

**Re: Channel 39 SCTV Relocation Project**  
216XX A-3

Dear Mr. Rogers:

We are pleased to submit this proposal for the relocation of Channel 39 SCTV studios to the Saddleback Learning Resource Center. The design will coordinate with the relocation of the KSBR radio station to the same building. While the two projects will be developed independently the design and implementation will be prepared with an understanding of how best to complement each facility with the other.

The scope of work for the relocation of Channel 39 is as described in the attached proposal prepared by Triton Technology. In addition to the services of Triton this proposal includes Architectural oversight and coordination as well as electrical engineering to provide the infrastructure for the relocation. This proposal is for services through Programming and Design. Construction Documents and Implementation will be under a separate proposal.

This proposal is based on an understanding that the spaces required for the TV station are in place and code compliant from the original construction of the LRC. The project is not anticipated to require DSA submittal or approval or fundamental modification to the space. No structural or HVAC engineering is included

It is anticipated that the design for this project will be developed at this time, but the actual implementation of the project will be deferred until funding becomes available.

The proposed fee for the above noted scope of work is as follows:

Programming and Design	
Architectural Services (Includes FF&E)	\$24,750
Broadcast Technology Services	\$30,600
Electrical Engineering	\$ 6,500
Cost Estimating	\$ 5,600
<b>Total Proposed Programming and Design Fee:</b>	<b>\$67,450</b>

COSTA MESA

OAKLAND

Hourly rates and reimbursables are as included in our proposal for the relocation of KSBR and will remain as indicated in that proposal. A figure for reimbursable expenses for the relocation of Channel 39 is not to exceed \$6,500.

We look forward to working with you on this important College project.



Relocation of Channel 39 SCTV  
Proposal for AE Services  
April 20, 2016  
Page 2 of 2

Sincerely,



Brian Paul Dougherty, FAIA  
Partner

:BPD

**TO:** Board of Trustees

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

**RE:** Saddleback College: Grant Acceptance, CA Apprenticeship Initiative, Pre-Apprenticeship Grant: Manufacturing Pre-Apprenticeship Program (M-PAC)

**ACTION:** Approval

---

### **BACKGROUND**

October 28<sup>th</sup>, 2015 Saddleback College submitted a grant application to the CA Community College Chancellor's Office for the CA Apprenticeship Initiative Pre-Apprenticeship Consortium to increase collaboration with regional training partners in order to better prepare underserved populations for apprenticeship training opportunities.

### **STATUS**

In March 2016, Saddleback College was notified by the CA Community College Chancellor's Office of its intent to award the college \$495,534 for the period March 22, 2016 through February 28, 2018 to fund the project efforts as presented in EXHIBIT A. In order to accomplish the goals identified in EXHIBIT A, Saddleback will develop and implement an enhanced outreach program to identify underserved populations throughout the local community. Outreach for the program will include targeting local high schools, continuing education schools, adult education programs, veterans, and Saddleback College students. The Director of Economic & Workforce Development will lead implementation of the M-PAC program, with support from Advanced Manufacturing faculty. Full-time classified and management staff will be hired to support program implementation.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept this award of \$495,534 from the CA Community Colleges Chancellor's Office for the CA Apprenticeship Initiative Pre-Apprenticeship Program Grant: Manufacturing Pre-Apprenticeship Consortium for the term of March 22, 2016 through February 28, 2018.

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

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

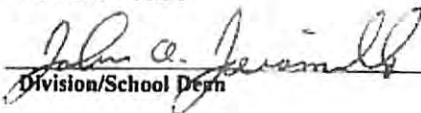
1. **PROJECT TITLE:** Manufacturing Pre-Apprenticeship Consortium
2. **PROJECT DIRECTOR:** Israel Dominguez
3. **PROJECT ADMINISTRATOR:** John Jaramillo
4. **GRANTOR AGENCY:** CA Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Proposition 98
6. **STARTING AND ENDING DATES OF THE PROJECT:** March 22, 2016 to February 28, 2018
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Saddleback College will address the goals of the CA Community College's Chancellor's Office CA Apprenticeship Initiative, Pre-Apprenticeship Program grant through the development and implementation of the Manufacturing Pre-Apprenticeship Consortium (M-PAC). The M-PAC will be housed within the Division of Business Science, Economic & Workforce Development and will collaborate with regional training partners to target underserved populations and provide a broad based training program utilizing an apprenticeship model. Through this grant the M-PAC Program will help underrepresented workers to qualify for apprenticeship training opportunities made possible by building upon existing relationships with industry partners. Grant activities will begin summer semester 2016.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$495,534		\$19,059	\$495,534 <i>tom</i>

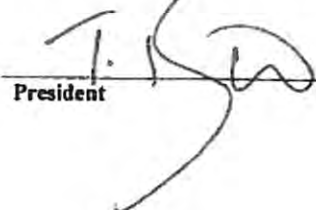
9. **APPROVALS**

  
\_\_\_\_\_  
Division/School Dean

  
\_\_\_\_\_  
Chancellor

  
\_\_\_\_\_  
Vice President of Instruction 4/29/16

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President, College Administrative Services

**EXPENDITURES SUMMARY**

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

	<b>GRANT (Amount)</b>	<b>MATCHING* (In-Kind/Actual)</b>	<b>SOURCE OF MATCH (Partnership/ College/Vendor)</b>
<b>1000 Certificated Salaries</b>	<u>\$ 42,000</u>		
<b>2000 Classified Salaries</b>	<u>\$ 241,865</u>		
<b>3000 Benefits</b>	<u>\$ 104,510</u>		
<b>4000 Supplies</b>	<u>\$ 20,000</u>		
<b>5000 Contracted Services and Other Expenses</b>	<u>\$ 43,100</u>		
<b>6000 Capital Outlay</b>	<u>\$25,000</u>		
<b>Other Charges (e.g.: Indirect Costs)</b>	<u>\$ 19,059</u>		
<b>TOTALS</b>	<u>\$ 495,534</u>		

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

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

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. <b>Classified Manager</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. <b>Faculty</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. <b>Classified Staff</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PARTNERSHIPS (if applicable)**

Southern California Tool and Die, Mold, Machinist and Metal Trades Apprenticeship Committee

**TO:** Board of Trustees

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

**RE:** Saddleback College: Grant Acceptance, Teacher Preparation Pipeline/STEM/CTE (TPP)

**ACTION:** Approval

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### **BACKGROUND**

In November, 2015 Saddleback College was invited to submit a proposal requesting funding in response to the Teacher Preparation Pipeline STEM/CTE grant, RFA No. 10-090 issued by the CA Community Colleges Chancellor's Office (CCCCO). Funding supports the implementation of the TPP program to help address California's teacher shortage, particularly STEM and CTE teachers. The program will develop/maintain articulation agreements supporting STEM/CTE teacher pathways as well as increase career awareness amongst students and professionals representing various industry sectors.

### **STATUS**

As of January 2016, Saddleback College was notified of the CCCO intent to award \$240,000 for the grant term beginning January 1, 2016 through December 31, 2018 to fund the project efforts as presented in EXHIBIT A. TPP will be housed under Transfer, Career and Special Programs Division. The program will focus on recruitment and placement of students into teacher preparation pathways as well as providing internship opportunities in STEM and CTE educational settings. The program will also offer supportive services including counseling for TPP participants as well as special cohort activities including conference and workshop attendance. The Director of the Transfer Center will lead TPP implementation with support from counseling and education faculty as well as classified and non-bargaining unit staff.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept this award of \$220,000 from the CA Community College Chancellor's Office for Teacher Preparation Pipeline STEM/CTE grant for the grant term of January 1, 2016 to December 31, 2018.

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

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

1. **PROJECT TITLE:** Teacher Preparation Pipeline Grant/STEM/CTE
2. **PROJECT DIRECTOR:** Orlantha Nin
3. **PROJECT ADMINISTRATOR:** Georgina Guy
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** California Community College Chancellor's Office
6. **START AND END DATES OF THE PROJECT:** January 1, 2016 to December 31, 2018
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):** The *Teacher Preparation Pipeline* project will address the shortage of Math/Science based CTE teachers. *TPP* will develop articulation agreements and pathways and increase CTE Career awareness amongst professionals representing all industry sectors. *TPP* will be housed under Transfer, Career, and Special Programs. The Program will focus on recruitment and placement of students into teacher preparation pathways as well as providing internship opportunities in STEM and CTE educational settings. The program will also offer supportive services including counseling for TPP participants as well as special cohort activities including conference and workshop attendance. The coordinator/counselor of the transfer center will lead TPP implementation with support from counseling, education faculty as well as classified and non-bargaining unit staff.

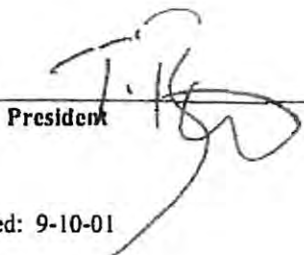
**8. SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$240,000		\$9,230	\$240,000 <i>ctm</i>

**9. APPROVALS**

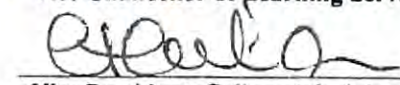
  
 \_\_\_\_\_  
 Division/School Dean

 5/11/12  
 \_\_\_\_\_  
 Vice President of Instruction

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Chancellor

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

  
 \_\_\_\_\_  
 Vice President, College Administrative Services



**EXPENDITURES SUMMARY**

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

	<b>GRANT (Amount)</b>	<b>MATCHING* (In-Kind/Actual)</b>	<b>SOURCE OF MATCH (Partnership/College/Vendor)</b>
<b>1000 Certificated Salaries</b>	<u>\$ 118,627</u>		
<b>2000 Classified Salaries</b>	<u>\$ 77,760</u>		
<b>3000 Benefits</b>	<u>\$27,532</u>		
<b>4000 Supplies</b>	<u>\$ 920</u>		
<b>5000 Contracted Services &amp; Other Expenses</b>	<u>\$ 5,931</u>		
<b>6000 Capital Outlay</b>			
<b>Other Charges (e.g.: Indirect Costs)</b>	<u>\$ 9,230</u>		
<b>TOTALS</b>	<u>\$240,000</u>		

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

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

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

**PARTNERSHIPS** (if applicable)

Saddleback College  
Saddleback Valley Unified School District  
Capistrano Unified School District  
CSU Fullerton  
UCI-CAL Teach Science and Math Program  
Ocean Institute

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Marquees and Landscape Project,  
HPI Architecture

**ACTION:** Approval

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**BACKGROUND**

Saddleback College electronic marquees are aging and the college desires replacement. Replacement work will include an upgrade to the surrounding landscape. There is a need to hire an architect to provide architectural and engineering services for the project.

**STATUS**

The College published a request for proposal and submitted it to the District's architect pool. Four architectural firms attended the mandatory pre-proposal meeting, submitted proposals, and all four firms were interviewed (EXHIBIT A). The evaluation committee determined HPI Architecture to be the best value for the project.

Staff recommends approval of the HPI Architecture agreement (EXHIBIT B) in the amount of \$125,320 to perform architectural/engineering services for Saddleback College Marquees and Landscape project.

Funds are available in the Saddleback College general fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the architectural/engineering agreement (EXHIBIT B) with HPI Architecture for the Saddleback College, Marquees and Landscape project in the amount of \$125,320.

**Proposals Submitted for RFP for Marquees and Landscape Project  
Saddleback College  
South Orange County Community College District**

**June 27, 2016**

<b><u>COMPANY NAME</u></b>	<b><u>CITY</u></b>	<b><u>SUBMITTER'S NAME</u></b>
<b>Dougherty + Dougherty Architecture</b>	<b>Costa Mesa, CA</b>	<b>Brian Dougherty</b>
<b>*HPI Architecture</b>	<b>Newport Beach, CA</b>	<b>Larry Frapwell</b>
<b>R2A Architecture</b>	<b>Costa Mesa, CA</b>	<b>Etienne Runge</b>
<b>tbp Architecture</b>	<b>Newport Beach, CA</b>	<b>Gary Moon</b>

RFP sent to District Architect Pool. Four responses received and all four interviewed.

\*Recommended Firm

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**AGREEMENT - ARCHITECTURAL SERVICES, MARQUEES & LANDSCAPE PROJECT,  
SADDLEBACK COLLEGE**

This AGREEMENT is made and entered into this 27<sup>th</sup> day of June in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and HPI Architecture, 115 22<sup>nd</sup> Street, Newport Beach, CA 92663 (949-675-6442) hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for Saddleback College Marquees & Landscape project more fully defined per the attached Request for Proposal, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The ARCHITECT's services shall consist of those services performed by the ARCHITECT and ARCHITECT's employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT's Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. ARCHITECT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one Project Manager and one Project Engineer. The ARCHITECT shall designate Larry Frapwell, as Project Executive, and a management team of Andria Limon as Project Manager and Michaela McClelland as Job Captain. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT's firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.

- 1.5. **Relationship of ARCHITECT to Other Project Participants.** ARCHITECT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The ARCHITECT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

## ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Project Scope.** The design team will design the five marquee installation and associated landscape to be located at the Saddleback College Campus. The ARCHITECT and the DISTRICT have discussed the needs and the requirements of the PROJECT and arrive at a mutual written understanding of such needs and requirements as identified in this contract (ATTACHMENT A - Proposal). Attachment A and will form the basis for the PROJECT Scope of Services. The language in the Articles of this Agreement takes precedence, in the event of a discrepancy between the Articles of this Agreement and the language contained in ATTACHMENT A.
- 2.2. **Coordination Efforts.** The ARCHITECT will coordinate its efforts with Saddleback College Facilities Division. They will also design and provide design and coordination as it pertains to egress and ADA concerns.
- 2.3. **Utility Design.** Utility design will involve electrical connection and Ethernet cable to the marquees and irrigation system. Power and data will come from: (1) Golf driving range facility for Avery Parkway entrance; (2) Science Math Building for the Marguerite Parkway entrance; and the pull box at the corner of Marguerite Parkway and Medical Center Drive for the College Drive entrance. Irrigation design is required for the landscape areas. There will be no need to design additional plumbing and mechanical
- 2.4. **Fire Alarm.** Fire alarm programming will not be a component of this PROJECT.
- 2.5. **Services.** The ARCHITECT's services (Services) consist of those described in Article 2 and include normal structural, electrical, landscape engineering services, limited civil engineering and topographical services as outlined in Attachment A, equipment consultation services and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

- 2.6. **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.
- 2.7. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT (ATTACHMENT C). 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.
- 2.8. **Written Understanding.** Not Used.
- 2.9. **Schedule – Budget Analysis.** Not Used.
- 2.10. **Construction Cost.** Not Used.
- 2.11. **BIM.** Not Used.
- 2.12. **Sustainability.** Not Used.
- 2.13. **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.
- 2.14. **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.
- 2.15. **Existing Conditions.** The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.16. **Coordination for Geological Report.** Not Used.
- 2.17. **Not Responsible for Hazardous Material.** Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 2.18. **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

2.19. **Design Phase.**

- a. Participate in a general Project kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
- b. After Programming and completion of Schematic Design services and prior to preparation of Construction Documents, the ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
- c. Based on the approved preliminary documents outlining the scope of work 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.
- d. Architect must respond to/incorporate constructability comments during the construction document phases.
- e. Final documents shall include:
  - 1. Architectural:
    - i. Completed site plan.
    - ii. Architectural details and large blow-ups completed.
    - iii. Associated Site utility plans completed.
  - 2. Structural:
    - i. Structural plans and sections with detailing completed.
    - ii. Structural calculations completed.
  - 3. Mechanical: NA
  - 4. Electrical:
    - i. Power plan including all switching and controls.
    - ii. Complete electrical distribution including a single line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
    - iii. All electrical equipment schedules completed.
    - iv. Fire Alarm Systems: NA. Electrical load calculations completed.



- v. All technology distribution system completed from existing vault to owner furnished constructor installed IDF/patch panels and new data drops at locations coordinated between College and Architect.
  - vi. All low voltage distribution system completed from nearest point of connection at existing nearest buildings, vaults or other terminal cabinets as coordinated between the Architect and the College.
  5. Civil: All site plans and details necessary to address site improvements required for extension of utilities.
  6. Landscape: All landscape, hardscape and irrigation plans.
  7. Probable Cost:

Update and refine the 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 CM fee and general conditions shall be listed separately.
  8. Specifications:
    - i. 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.
    - ii. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
  9. Final contract documents shall consist of the following:
    - i. Drawings: All drawings with ARCHITECT/sub-consultant's State license stamp.
    - ii. Specifications: Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.
    - iii. Completely coordinated sub-consultant's work.
- 2.20. **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. The DISTRICT shall pay all fees required by such governmental authorities.
- 2.21. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of electrical systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.

- 2.22. **Bid Marketing.** The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.23. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.24. **FFE Selection and Procurement.** NA
- 2.25. **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.
- 2.26. **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.
- 2.27. **Coordination of Others.** The ARCHITECT shall coordinate construction performed by separate contractors or by the DISTRICT's own employees.
- 2.28. **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.
- 2.29. **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.
- 2.30. **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.
- 2.31. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT

- informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.32. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.33. **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.
- 2.34. **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.
- 2.35. **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.
- 2.36. **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.
- 2.37. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.38. **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.
- 2.39. **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 for Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
  - a. Regulatory Revisions. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
  - b. Scope Change after Phase Approvals. Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10 and changes related to design errors or omissions.
  - c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
  - d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
  - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.

- g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
  - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - i. **FF & E:** NA.
- 3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

#### ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation ARCHITECT's performance of the service required hereunder and DISTRICT's payment of all sums due to ARCHITECT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the ARCHITECT for 24 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in ATTACHMENT B.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The architect will provide a certificate of insurance per DISTRICT requirements. The aforementioned insurance shall include coverage for:

- a. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which ARCHITECT may be liable. ARCHITECT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.
- b. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT's services under this Agreement and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT's obligations under this Agreement; and (vi) for completed operations.
- Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
1. non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state

that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.2. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.3. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.4. **Coverage Amounts**

<b>Insurance Policy</b>	<b>Minimum coverage Amount</b>
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
Professional Liability	One Million (\$1,000,000) per claim and One Million dollars (\$1,000,000) project specific in the aggregate

**ARTICLE 6      COMPENSATION TO THE ARCHITECT**

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

- |    |                             |     |
|----|-----------------------------|-----|
| a. | Schematic Design Phase      | 10% |
| b. | Design Development Phase    | 25% |
| c. | Construction Document Phase | 35% |

- |    |                    |      |
|----|--------------------|------|
| d. | Bidding Phase      | 5%   |
| e. | Construction Phase | 20%  |
| f. | Close Out Phase    | 5%   |
| g. | Reimbursable Cost  |      |
| h. | <b>TOTAL</b>       | 100% |
- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in ATTACHMENT B are services included in the ARCHITECT's compensation for Services as set forth in Article 2.
- 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.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of ARCHITECT's billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after ARCHITECT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis



- set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See ATTACHMENT B) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTS in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT's normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTS necessary for the completion of the contract requirements), 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.
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any

rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

## ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **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.
- 7.3. **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 completion of the As-built requirement. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## ARTICLE 8 TERMINATION

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

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

## ARTICLE 9      DISPUTES, MEDIATION 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, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

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

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

- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT's obligations under this agreement.

## ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to ARCHITECT, ARCHITECT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **ARCHITECT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT's work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT's work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
  - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.

- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
  - d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
  - e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
  - f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
  - g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed 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.
- 11.7. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or

- agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** ARCHITECT and all ARCHITECT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:
- |                                |                             |
|--------------------------------|-----------------------------|
| DISTRICT                       | ARCHITECT                   |
| Jim Rogers                     | Andria Limon                |
| Assistant Director, Facilities | Project Manager             |
| Saddleback College             |                             |
| South Orange County            | HPI Architecture            |
| Community College District     |                             |
| 28000 Marguerite Parkway       | 115 22 <sup>nd</sup> Street |
| Mission Viejo, CA 92692        | Newport Beach, CA 92663     |
| Jrogers39@saddleback.edu       | alimon@hpiarchitecture.com  |
- COPY  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services



South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 11.16. **Entire Agreement/Amendment.** This AGREEMENT and any attachments attached hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 11.17. **Binding Agreement.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”  
South Orange County Community College District

“ARCHITECT”  
HPL Architecture

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

\_\_\_\_\_  
Lawrence A. Frapwell  
Architect, President

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer number)

Attachment A Proposal  
Attachment B Criteria for Billing Extra Work  
Attachment C List of Engineers/Subconsultant

**ATTACHMENT A    PROPOSAL**

See attached proposal.

**ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK**

- A. The following extra services to this Agreement shall be performed by ARCHITECT if needed and requested by the DISTRICT.
1. Making revisions in drawings, specifications or other documents when such revisions are:
    - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
    - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
    - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
  2. Providing services required because of significant documented changes in the Project initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
  3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
  4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
  5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
  6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the Project.
- B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the Project.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principal Architects	\$200.00
Senior Project Manager	\$170.00
Project Manager	\$160.00
Senior Designer	\$160.00
Construction Administrator	\$150.00
Project Architect	\$160.00
Designer / Programmer	\$145.00
Job Captain	\$135.00
Drafting Technician	\$115.00
Clerical	\$95.00
<u>Structural Engineers – MHP **</u>	
Partner	\$242.00
Senior Project Manager	\$209.00
Design Engineer	\$143.00
Clerical	\$71.50
<u>Civil Engineers – BKF Engineers **</u>	
Senior Associate	\$220.00
Associate	\$213.40
Project Manager	\$202.40 - \$209.00
Engineer IV	\$188.10
Engineer I, II, III	\$132.00 - \$158.00 - \$172.70
Clerical	\$69.30
<u>Landscape Architects – Ridge Landscape **</u>	
Principal	\$192.50
Associate	\$159.50
Project Manager	\$132.00
Draftsperson	\$99.00
Clerical	\$99.00
<u>Estimator – O'Connor **</u>	
Principal	\$247.50
Project/Construction Executive	\$181.50

Estimating Manager	\$181.50
Clerical	\$60.50
<u>Electrical Engineers – OMB **</u>	
Principal	\$220.00
Sr. Designer	\$154.00
Clerical	\$77.00

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

**ATTACHMENT C LIST OF ENGINEERS/SUBCONSULTANTS**

**Structural**

MHP Structural Engineers  
3900 Cover Street  
Long Beach, CA 90808-1773

**Civil**

BKF Engineers  
18200 Von Karman Ave., Ste. 950  
Irvine, CA 92612

**Landscape**

Ridge Landscape  
8841 Research Drive, Ste. 200  
Irvine, CA 92618

**Estimator**

O'Connor  
P.O. Box 51000  
Irvine, CA 92619

**Electrical**

OMB  
8825 Research Drive  
Irvine, CA 92618



## ARCHITECTURAL SERVICES PROPOSAL

Revised April 28, 2016  
Revised April 15, 2016  
March 3, 2016

Jim Rogers  
Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Project: **Saddleback College Marquee and Landscape Design**

Subject: **Request for Proposal dated February 1, 2016**

Dear Jim:

We are pleased to provide the following proposal defining our Project Understanding, Scope of Services, and Proposed Compensation for the Marquee and Landscape Design at Saddleback College.

This proposal is intended to be consistent with the scope of work defined below and as outlined in the RFP dated February 1, 2016.

### PARTIES TO AGREEMENT

CLIENT: South Orange County Community College District (District)  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

ARCHITECT: Hill Partnership Inc.  
dba HPI Architecture (HPI)  
115 22<sup>nd</sup> Street  
Newport Beach, CA 92663  
Contact: Lawrence A. Frapwell, Architect, President

### PROPOSED FORM of AGREEMENT

The District's standard Architectural Services Agreement, modified and completed in accordance with this proposal.

Jim Rogers  
Saddleback College  
Revised April 28, 2016  
Revised April 15, 2016  
March 3, 2016  
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## **PROJECT UNDERSTANDING**

The project site is located at 28000 Marguerite Parkway, Mission Viejo, CA.

The project consists of the replacement and/or the installation of the new entrance electronic marquees and the associated landscape improvements at the three Saddleback College campus entrances. (See Attached Exhibit "A")

It is our understanding the project will be designed and constructed in one (1) phase.

It is also our understanding the District's intent is to maintain a maximum height for each marquee of eight (8) feet; therefore, the DSA review and approval process will not be required.

### *Exterior Work*

SITE #1: Removal and replacement of one (1) existing electronic marquee and landscape improvements at the Avery campus entrance. See Exhibit "A" for Site #1 location and scope.

- a) Creating a campus marquee at the Avery campus entrance.
- b) Develop demolition plans for the removal of the existing marquee and landscape.
- c) Design and specify new electronic marquee.
- d) Provide new electrical and data services as required to support and operate the marquee.
- e) Create a drought tolerant and low maintenance landscape area in accordance with the College's approved landscape palette.
- f) Irrigation improvements as required per the new landscape design.
- g) Assumes hard-wired data connection to the campus fiber optic system shall consist of a single point wired connection to existing equipment.
- h) Assumes sufficient power and data are available in immediate vicinity of the marquee locations.

SITE #2: Provide two (2) new electronic marquees and landscape improvements at the campus Marguerite entrance. See Exhibit "A" for Site #2 location and scope.

- a) Creating campus marquees at the Marguerite campus entrance.
- b) Develop demolition plans for the removal of the existing landscape as required for implementation of new marquees.
- c) Design and specify new electronic marquees.
- d) Provide new electrical and data services as required to support and operate the marquee.



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Saddleback College  
Revised April 28, 2016  
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March 3, 2016  
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- e) Create a drought tolerant and low maintenance landscape area in accordance with the College's approved landscape palette.
- f) Irrigation improvements as required per the new landscape design.
- g) Assumes hard-wired data connection to the campus fiber optic system shall consist of a single point wired connection to existing equipment.
- h) Assumes sufficient power and data are available within approximately 200 to 300 feet from the new marquee locations.

**SITE #3:** Removal and replacement of two (2) existing electronic marquees and landscape improvements at the College Drive campus entrance. See Exhibit "A" for Site #3 location and scope. Limit of work boundary to be defined by District prior to final contract execution with awarded firm.

- a) Creating campus marquees at the College Drive campus entrance.
- b) Develop demolition plans for the removal of the existing marquees and landscape.
- c) Design and specify new electronic marquees.
- d) Provide new electrical and data services as required to support and operate the marquee.
- e) Create a drought tolerant and low maintenance landscape area in accordance with the College's approved landscape palette.
- f) Irrigation improvements as required per the new landscape design.
- g) Assumes hard-wired data connection to the campus fiber optic system shall consist of a single point wired connection to existing equipment.
- h) Assumes sufficient power and data are available in immediate vicinity of the marquee locations.

## **SCOPE OF ARCHITECT'S SERVICES**

### ***General***

For purposes of the proposal Architect's Scope of Services shall be strictly limited to those usual and customary services indicated below:

- Architectural
- Utility Research and Topographic Survey
- Civil Engineering – Assumed for purposes of this proposal patch and repair of existing conditions as required to support extension of electrical and data services. See 'Allowances' provided at end of this proposal.
- Landscape Architecture

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Saddleback College  
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- Structural Engineering
- Electrical/Telecom Engineering – See OMB proposal dated March 2, 2016 and 'Allowances' provided at end of this proposal.
- Cost Estimating – Provide three Cost Estimates at the end of Schematic Design, 100% Design Development and 100% Construction Documentation.
- All campus marquees to have the same design.
- Provide Specifications for the scope of work as defined above.
- Provide Project Closeout services.

### ***Basic Services***

Architect's Basic Services include the following:

- Manage the Architect's services, consult with the District, research applicable design criteria, attend Project meetings, communicate with members of the District team and report progress to the District.
- HPI will conduct one (1) site visit at each phase.
- Coordinate Architect's services with the District's contractor.

### ***SCHEMATIC DESIGN PHASE SERVICES***

Based on the Project's requirements, which shall be further developed/defined in collaboration with the District, HPI shall prepare and present for approval of the District, Schematic Design Documents consisting of drawings and other exhibits describing and illustrating the scale and relationship of Project components and the design intent.

HPI will present alternative approaches in the form of a visual presentation to the District. Following selection of an alternative by the District, final schematic documents shall be prepared and submitted.

### ***DESIGN DEVELOPMENT PHASE***

Upon receipt of written approval of the Schematic Design Submittal, HPI will proceed with the Design Development phase. Design Development will include the following:

Jim Rogers  
Saddleback College  
Revised April 28, 2016  
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- Illustrate and describe landscape, structural, electrical/data improvements including development of plans, and diagrammatic layouts of systems to fix and describe the scope and character of the Project.

#### *CONSTRUCTION DOCUMENT PHASE*

Upon the receipt of written approval of the Design Development Documents, HPI will proceed with the development and completion of construction contract documents. Construction Documents include as follows:

- Drawings and Specifications setting forth in reasonable detail the quality levels of materials and systems and other requirements for the construction of the Project by a qualified builder / contractor.
- HPI will coordinate the work with the project team including the District's Contractor.

#### *BIDDING AND CONSTRUCTION PHASE SERVICES*

HPI shall provide the following services:

- Assist the District and their builder in compiling documents for bidding.
- Respond to pre-bid RFI's and issuance of addenda as required.
- Respond to the contractor requests for information during construction.
- Evaluate (for conformance with the Contract Documents) and process Contractor's submittals.
- Visit the site and prepare observation reports related to Inspection of Workmanship and Requirements as follows:

<i>Basic Services</i> (maximum construction site visits)	
Architect	3
Landscape Architect	2
Structural Engineer	1
Electrical/Data	3

- Site visits for Construction Observation as noted above shall include (1) final punch walk/list.
- Review and turnover to the District the Contractor's as-built documents, product warranties, maintenance and operations information, etc.

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### ***DELIVERABLES***

All Schematic Design, Design Development and Construction Document phase documents shall be submitted to the District in electronic PDF format at each design milestone. Hard copies shall be provided as needed for design meetings.

### ***Service Exclusions***

HPI's professional services specifically exclude:

- Geotechnical Engineering
- Any actions related to the discovery, abatement, replacement, or removal of any environmentally hazardous products, materials or process including those containing asbestos, and/or lead paint existing in the facility.
- Evaluation and design of site improvements beyond those defined above.
- Design and engineering of off-site utilities and/or other public improvements.
- Record Document preparation, including CAD or BIM implementation/ conversion of Contractor's as-built drawings except as specifically noted above.
- Any additional engineering or design consulting not specifically stated above.
- Design of patch panels, backboards or other data equipment, if required.

### ***Additional Services***

Architect will provide such Additional Services as the parties may mutually agree, including by way of example:

- Attend meetings, presentations, or make site visits beyond those fairly called for by the Basic Services.
- Provide services that are reasonably necessary to accommodate District's changes in the nature, scope, quality, scheduling, sequencing or phasing of the Project; or concerning the addition of project components or features not identified in the scope of work above.
- Assist in multiple contract bidding and/or negotiation efforts.

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- Provide services necessitated by inadequate or improper contractor or owner-consultant performance, unreasonable contractor requests and claims, and/or construction accidents or losses.
- Provide services more than sixty (60) days after issuance of the certificate of substantial completion or filing of notice of completion.

Should the District request and authorize services different from or in addition to those noted in the Proposal/Agreement, compensation for those services will be in accordance to the attached HPI Standard Hourly Rates.

### ***District's Responsibilities***

District's responsibilities shall include the following:

- Provide available as-built documentation (i.e. Civil, Electrical, Data)

### **PROPOSED SCHEDULE**

HPI's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceed as expeditiously as practical. HPI will use its best efforts to meet any mutually agreed upon schedule, which schedule shall be adjusted only for reasonable cause or by mutual consent.

Schematic Design	8 weeks
Design Development	4 weeks
Construction Documents	4 weeks
Construction Phase Services	8 weeks (assumed)

*\*Exclusive of review and response times required by District.*

### **COMPENSATION**

HPI proposes to provide the services described above for a fee which shall not exceed **One Hundred Twenty Five Thousand Three Hundred Twenty Dollars (\$125,320.00)** without prior authorization, as outlined below:

Jim Rogers  
Saddleback College  
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A. Basic Services (Fixed Fee)

Architect (HPI)	\$ 42,108.00	\$ 42,108.00
Utility Research & Topographic Survey (BKF)	\$ 8,800.00 x 1.1	\$ 9,680.00
Landscape Architecture (RLA)	\$ 9,900.00 x 1.1	\$ 10,890.00
Structural Engineering (MHP)	\$ 5,000.00 x 1.1	\$ 5,500.00
Electrical / Telecom (OMB)	\$22,300.00 x 1.1	\$ 24,530.00
Cost Estimate (OCCMI)	\$ 9,920.00 x 1.1	\$ 10,912.00
Specifications	\$ 2,000.00 x 1.1	\$ 2,200.00
<b>Subtotal Basic Services:</b>		<b>\$105,820.00</b>

B. Reimbursables (Allowance) **\$ 3,000.00**

C. Allowances

Civil Engineering (BKF)	\$ 5,000.00 x 1.1	<b>\$ 5,500.00</b>
• Limited to patch and repair of existing conditions as required to support extension of electrical and data services.		
Electrical/Telecom (OMB)	\$ 10,000.00 x 1.1	<b>\$ 11,000.00</b>
• Allowance provided for extending power and data beyond the limits of work.		

If the above information meets with your approval, we will assist you to incorporate it into the appropriate District's Architectural Services Agreement, with any open issues to be negotiated to the mutual satisfaction of both parties upon award of contract.

We at HPI are excited about this opportunity to provide our professional services to Saddleback College.

Sincerely,

HPI ARCHITECTURE



Lawrence A. Frapwell, Architect, LEED AP (BD+C)

Enclosures

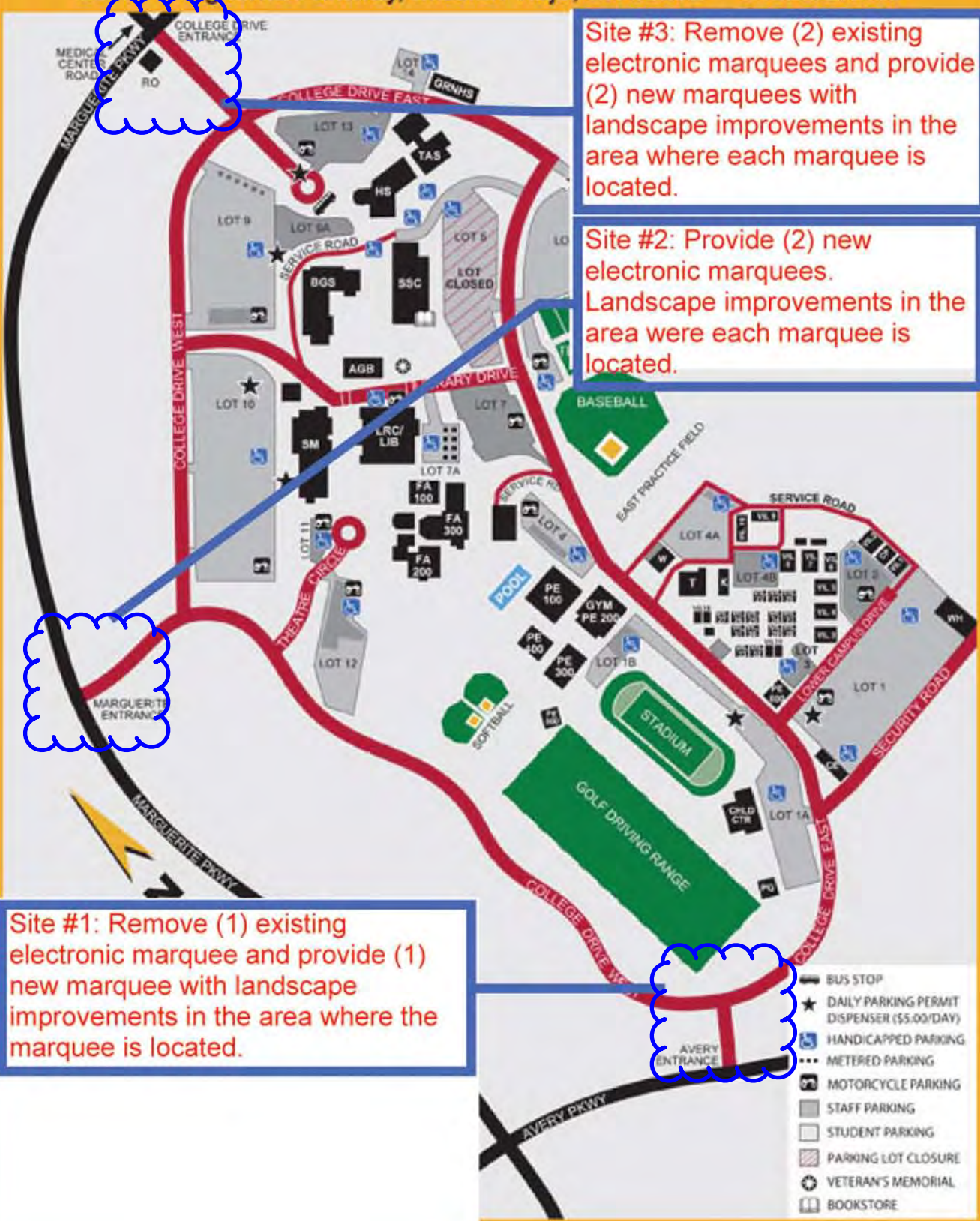
- Exhibit A – Campus Site Plan: Areas of Work Identification
- HPI Standard Hourly Fee Rate Sheet

EXHIBIT A

CAMPUS SITE PLAN - AREA OF WORK IDENTIFICATION

# SADDLEBACK COLLEGE CAMPUS MAP

28000 Marguerite Parkway, Mission Viejo, CA 92692 • 949.582.4500

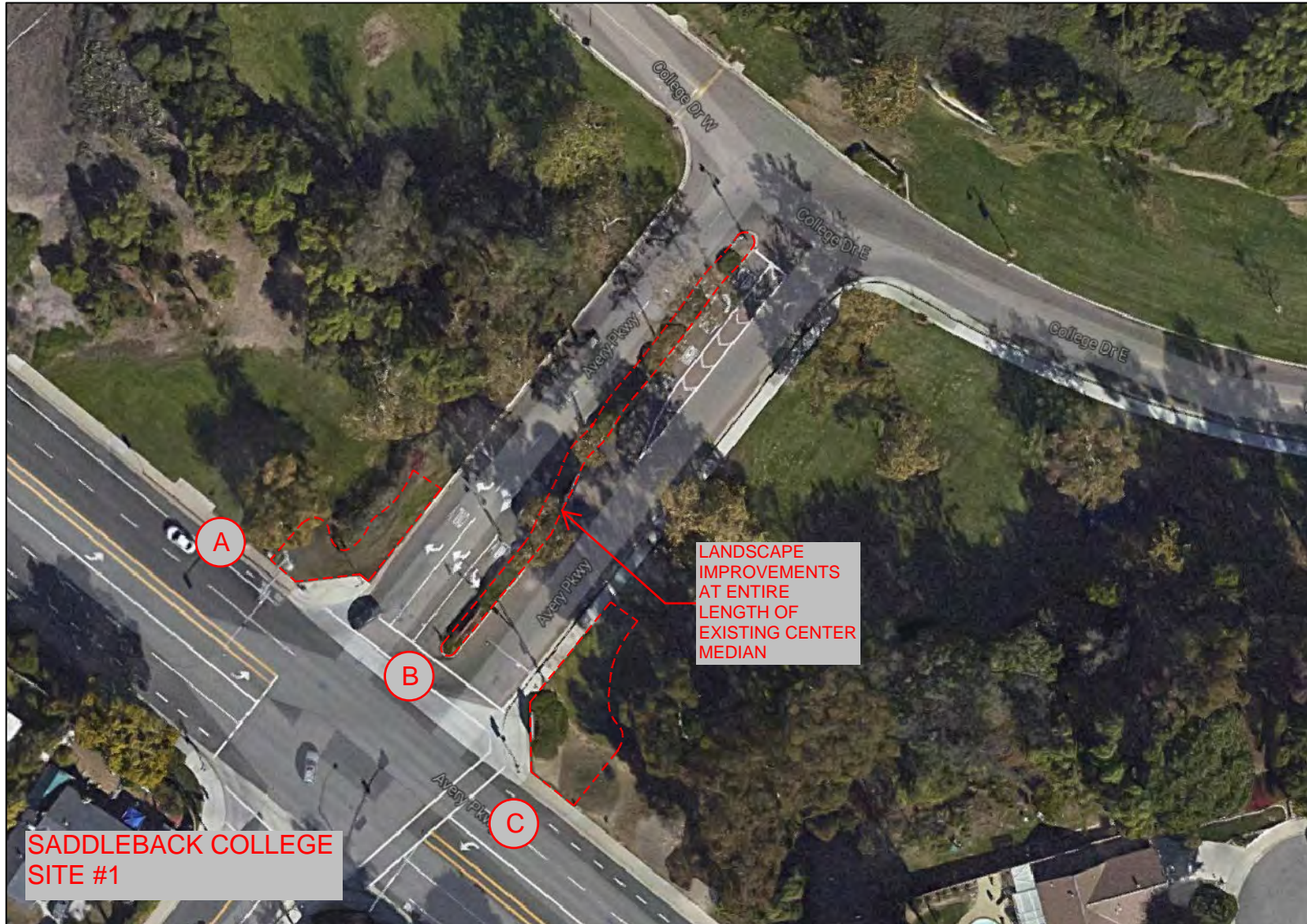


**Site #3:** Remove (2) existing electronic marquees and provide (2) new marquees with landscape improvements in the area where each marquee is located.

**Site #2:** Provide (2) new electronic marquees. Landscape improvements in the area were each marquee is located.

**Site #1:** Remove (1) existing electronic marquee and provide (1) new marquee with landscape improvements in the area where the marquee is located.

- BUS STOP
- ★ DAILY PARKING PERMIT DISPENSER (\$5.00/DAY)
- ♿ HANDICAPPED PARKING
- ⋯ METERED PARKING
- 🏍️ MOTORCYCLE PARKING
- STAFF PARKING
- STUDENT PARKING
- ▨ PARKING LOT CLOSURE
- ⊕ VETERAN'S MEMORIAL
- 📖 BOOKSTORE









**January 1, 2016 - December 31, 2016**

<b>Staff Rates:</b>	<u>Position</u>	<u>Hourly Rate*</u>
	Principal	\$200.00
	Senior Project Manager	\$170.00
	Project Manager	\$160.00
	Senior Designer	\$160.00
	Construction Administrator	\$150.00
	Project Architect	\$160.00
	Designer / Programmer	\$145.00
	Job Captain	\$135.00
	Drafting Technician	\$115.00
	Clerical	\$ 95.00

**Over Time / Weekend:** Over time / weekend rates will be invoiced at 1.5 times the hourly rates identified above

**Consultants:** The services of consultants to HPI, if required and authorized by the District, will be billed at cost plus 10% mark-up.

**Reimbursables:** Allowable reimbursables such as plotting, printing, photocopying, delivery, postage, travel expenses incurred under this agreement will be billed at cost plus 10% mark-up.

\*Rates subject to annual review and adjustment.



March 2, 2016

Andria Limon  
**Hill Partnership, Inc.**  
115 Twenty Second Street  
Newport Beach, CA 92663

Subject: **Saddleback College – Marquee Project**  
Mission Viejo, California  
Electrical Engineering Proposal

Dear Andria:

Thank you for requesting this proposal to perform electrical engineering services for the subject project. This proposal is in accordance with the information received with your email on February 24, 2016.

## I. Project Description

The project includes providing new electrical and data services for the replacement and installation of new entrance electronic marquees at three Saddleback College campus entrances as follows:

1. Site #1, replace one (1) existing marquee at Avery Entrance.
2. Site #2, add two (2) new marquees at Marguerite Entrance.
3. Site #3, replace two (2) existing marquees at College Drive Entrance.

A single point power connection shall be supplied to each marquee. A hard-wired data connection shall be supplied to each marquee. Landscape lighting and maintenance convenience receptacles will be provided, if required.

It is assumed the project will not be submitted to DSA for approval.

Our fee assumes a sufficient power and a suitable data connection to the campus fiber optic system is available in the immediate vicinity of marquee locations for Site #1 and Site #3. It is assumed that power and data are available within approximately 200 to 300 feet from Site #2.

It is also assumed data cable connections shall consist of a Cat 6 or fiber optic cable terminated at a single point of connection to existing campus equipment. It is assumed sufficient capacity and hardware for data connections are existing or shall be provided by others. Specification of patch panels, terminal boards, data hardware, etc. at both ends is not included.

## II. Scope of Services

Electrical design services shall include the following:

### A. Pre-Design Investigation/Surveys

1. Review existing “As-Built” drawings provided by the College.
2. Perform site surveys of the existing marquees and proposed new marquee locations to verify as-built information, obtain sufficient information for preparation of basic demolition plans and determine source of power and data connections.
3. Coordinate with campus facilities personnel.

### B. Preliminary Design

1. Provide preliminary load calculations.
2. Provide preliminary design concepts for each marquee site.
3. Provide preliminary plans to quantify scope of work and assist the team with preparing a conceptual budget.

### C. Construction Documents

1. Meet with the design team to discuss the preliminary submittal and any issues or directions before commencing with construction documents.
2. Prepare construction drawings and specifications. The drawings shall include plans, details, schedules and diagrams necessary for bidding the work indicated, including, but not limited to:
  - a. Site plans indicating location of marquees, landscape lighting, maintenance receptacles, power feeders to each marquee location and data connection to each marquee location.
  - b. One line diagrams.
  - c. Panel schedules.
  - d. Specifications.
3. Submit to Architect for review and approvals. It is assumed the construction documents will not require review and approval from DSA.
4. Incorporate input and College comments into final construction documents.

### D. Construction Administration

1. Interpret electrical documents during bidding and assist the College in the preparation of any addenda responding to interpretations.
2. Review shop drawings and submittals and required by the construction documents.
3. Interpret contract documents for proper execution of work during construction. Respond to RFI's.
4. Perform construction observation site visits to observe site conditions and prepare report, including a final punch list.
5. Perform final review of contractor's “As-Built” drawings to verify conformance with construction documents and prepare “As-Built” (record) electrical drawings based upon contractor's red-lined drawings.

**Saddleback College – Marquee Project**  
Electrical Engineering Proposal  
March 2, 2016

### E. Additional Services

The following are not included in the basic services:

1. Work resulting from changes by the College, District, Contractor or other discipline after completion of design or agency approval. Minor revisions as required due to the normal evolution of the final design are included.
2. Civil engineering services such as base maps, aerial photography, land surveying, horizontal/vertical control pot holing for existing utilities, etcetera.
3. Processing of plans and specifications through Agency approvals. It is assumed plans shall not be processed through DSA.
4. Reproduction or plotting costs.
5. Preparation of drawings utilizing Revit or BIM systems. All drawings shall be prepared in AutoCAD.
6. Construction cost estimating. We will assist in determining project budgets, however the services of a construction cost estimator are not included.
7. Additional design team meetings, construction meetings or site visits beyond those described above and as identified in "Section III. Compensation" of this proposal.
8. Pre-bid job walks or pre-construction meetings.
9. Detailed demolition plans. Basic plans only shall be provided for demolition of Site #1 and Site #3 marquees.

### III. Compensation

Compensation for electrical engineering services shall be based upon the following fixed fees:

#### A. Base Electrical Engineering Fees (assumes power & data in immediate vicinity):

1. Site Surveys (2)	\$ 1,200.00
2. Preliminary Plans	\$ 7,000.00
3. Construction Documents	\$ 10,500.00
4. Construction Administration (includes 3 site visits/meetings)	<u>\$ 3,600.00</u>

**Total Fixed Fee = \$ 22,300.00**

### IV. Hourly Rates

For the purposes of extra services and/or revisions to the basic services the following hourly rates shall apply:

Principal	\$ 200.00
Lighting Designer	\$ 175.00
Project Engineer	\$ 165.00
Sr. Designer	\$ 140.00
Designer	\$ 120.00
BIM/ Revit:	\$ 100.00
CAD Drafting	\$ 90.00
Clerical	\$ 70.00

**Saddleback College – Marquee Project**  
Electrical Engineering Proposal  
March 2, 2016

## V. Reimbursables

Reimbursable expenses are in addition to compensation and include expense of plotting, reproductions, delivery charges of drawings & specifications, and plan check fees. Reimbursable expenses will be invoiced at cost plus 10%.

Our estimate of reimbursable expenses is **\$1,000.00**.

We look forward to working with Saddleback College and Hill Partnership on this project. Please contact our office at your convenience if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey C. Overmyer', written in a cursive style.

Jeffrey C. Overmyer, P.E.  
Principal

JCO: go  
E:\Jeff\Projects\wpdocs\16\HPI\Saddleback College Marquees-R1.doc

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College, Irvine Valley College and Advanced Technology and Education Park, Extension of Charter Busing Services Agreement, Amendment No. 2, Pacific Coachways Charter Services, Inc.

**ACTION:** Approval

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### **BACKGROUND**

On June 25, 2012, the Board of Trustees approved a three year agreement with the option for two one-year extensions with Pacific Coachways Charter Services, Inc., for charter busing services at Saddleback College, Irvine Valley College and Advanced Technology Education Park beginning July 1, 2012.

On August 24, 2015, the Board of Trustees approved Amendment No. 1 to extend services for the first of the two one-year extensions, beginning August 25, 2015 – June 30, 2016.

### **STATUS**

Staff recommends approval of Amendment No. 2 (EXHIBIT A) to extend the agreement with Pacific Coachways Charter Services, Inc. for the second of the two one-year extensions, beginning July 1, 2016 and ending June 30, 2017 in accordance with the original bid language.

The original agreements are available for review in the district purchasing department. Annual costs are estimated at \$118,000.

Funds will be budgeted in the College's operating budgets.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 2 (EXHIBIT A) for charter busing services at Saddleback College, Irvine Valley College and Advanced Technology and Education Park with Pacific Coachways Charter Services, Inc., for the second of two one-year extensions, beginning July 1, 2016 and ending June 30, 2017 for an estimated cost of \$118,000.



**AMENDMENT No. 2  
TO CHARTER BUS SERVICES AGREEMENT  
FOR SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE, AND  
ADVANCED TECHNOLOGY AND EDUCATION PARK**

**July 1, 2016**

**THIS AMENDMENT** shall modify the original agreement dated July 1, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and Pacific Coachways Charter Services, Inc., 11771 Markon Drive, Garden Grove, CA, 92841, hereinafter referred to as “CONTRACTOR”.

**WHEREAS**, Article 2 of the original Agreement establishes the term for three years with two, one-year options to renew; and

**WHEREAS**, on August 24, 2015 the board approved Amendment No. 1 to extend services for the first of the two one-year extensions, beginning August 25, 2015 – June 30, 2016; and

**WHEREAS**, the DISTRICT desires to renew the agreement for the second of the two one-year extensions; and

**WHEREAS**, the CONTRACTOR is able and willing to extend the term of the agreement for one year; and

**WHEREAS**, Article 13(b) requires any additions, deletions, changes or other modifications to this agreement must be executed in writing and signed by all parties; and

**NOW, THEREFORE**, the Parties agree to modify the original agreement as follows with all remaining terms and conditions maintained as described in the original agreement:

1. Article 3 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017.

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

<b>“DISTRICT”</b>	<b>“CONTRACTOR”</b>
<b>South Orange County Community College District</b>	<b>Pacific Coachways Charter Services, Inc.</b>

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

By: \_\_\_\_\_  
Michael Giddens  
General Manager

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

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

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: Community Education, Fall 2016

**ACTION:** Approval

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**BACKGROUND**

The South Orange County Community College District is known for offering high-quality Community Education programs for its residents. By providing non-credit programs and fee-based classes, Saddleback College and Irvine Valley College perform an important community service and fulfill a vital part of their mission. 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 the Saddleback College and Irvine Valley College Community Education departments for the Fall Semester 2016. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College and Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit A (Saddleback College) and Exhibit B (Irvine Valley College).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Fall 2016 Community Education courses, presenters, and compensation as presented in Exhibits A and B.

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Ballroom And Swing	8/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Become A Professional Organizer	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	2020 Technical Formatting and Networking	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Associate Certified Electronics Technician (CETA)	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Become A Programmer	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Beginning And Intermediate Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$84
	Beginning Blues Harmonica	8/1 - 12/31	David Broida (E)	50% Net	\$49
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar With Ron Gorman	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$84
	Beginning Ukulele	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$75
	Black And White Digital Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$168
	Blogging For Fun And Profit	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Botanicals Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$84
	Bride And Groom's First Dance	8/1 - 12/31	Dance Quick (I)	45% Gross	\$29
	Business Series	8/1 - 12/31	Connected Women Of Influence (I)	50% Net	\$175
	Community Homeowner Association (HOA) Leadership Training Program	8/1 - 12/31	Patrick Prendville (I)	50% Net	Varies
	Country Line Dance	8/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Country Two-Step	8/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Creative Digital Portrait Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$168
	Digital Photography 1	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$126
	Digital Photography 2	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$168
	Digital Photography 3	8/1 - 12/31	Laura Hoffman (I)	50% Net	Varies
	Drawing Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$84
	Electricity and Electronics Fundamentals	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Entry Level Welding	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	FCC General Radiotelephone Operator's License (GROL) Elements 1 and 3	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Feng Shui Tools For Better Living	8/1 - 12/31	Feng Shui Solutions (I)	50% Net	\$49
	Fiber Optics Installer	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Finding Freelance Work On The Internet	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Fingerstyle Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	First Hand French	8/1 - 12/31	Nancy Allah (E)	50% Net	\$85
	Foreign Language Students	8/1 - 12/31	FLS	Varies	Varies
	Get Into E-Commerce for FREE!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Gunsmithing Techniques and Armories	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Healthy Harmonica: Songs And Rhythms	8/1 - 12/31	David Broida (E)	50% Net	\$39
	High School Equivalency Preparation	8/1 - 12/31	Adult Education Instructor (E)	Varies	Varies
	How To Be A Special Event/Wedding Planner	8/1 - 12/31	Farla Binder (E)	50% Net	\$49
	How To Be Published For FREE!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Become A Mystery Shopper	8/1 - 12/31	Elaine Moran (E)	50% Net	\$49
	How To Become A Programmer	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	How To Create A Website in 24 Hours for Free!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How to Market Your Small Business - Profitably	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Organize Your Home And Office	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	How To Play Piano By Ear	8/1 - 12/31	Craig Coffman (I)	50% Net	\$45
	How To Sell On eBay®	8/1 - 12/31	Frances Greenspan (E)	50% Net	\$65
	HSE Computer Technology Learning Center	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	HSE Math	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	HSE Math - Spanish	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	HSE Reading/Writing	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	HSE Reading/Writing - Spanish	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	Human Resources Certificate Series: Make the Right Call	8/1 - 12/31	Allison Pratt	50% Net	\$149
	Improving Your PC's Performance	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Instant Piano For Hopelessly Busy People	8/1 - 12/31	Craig Coffman (I)	50% Net	\$45
	Intermediate Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Intermediate Welding	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	Introduction to Digital Photography: "The Camera Class"	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$45
	Introduction to Voiceovers	7/1-12/31	Voices for All ( I )	50% Net	Varies
	Introduction To Wine Appreciation	8/1 - 12/31	Michelle Mooney (E)	50% Net	\$85
	Inventors: Get Ready For Shark Tank!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Investment Boot Camp	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$39
	Investment Strategies For Growth And Income	8/1 - 12/31	Charles Goffin (E)	50% Net	\$39
	iPhones® and iPads®: Beyond The Basics	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	iPhones®, iPads®, . . . And I'm Lost®	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Italian Supreme: A Taste Of Italy	8/1 - 12/31	Conversa (I)	50% Net	\$153
	Loan Signing Specialist Training	8/1 - 12/31	Masters Notary Academy (I)	\$35 PP	\$70
	Makeup 101	8/1 - 12/31	Michele Von Entress (E)	50% Net	\$175
	Marketing Your Business On Facebook And Social Media Sites	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Master Your Investments	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$70
	Motorcycle Rider Training	8/1 - 12/31	Saddleback Rider Training	Rates Per Day	\$100-235/dy
	Municipal Financial Management Certification Program	7/1-12/31	MuniServices ( I )	50% Net	\$450
	Notary Public Training	8/1 - 12/31	Masters Notary Academy (I)	\$35 PP	\$70

(E) Employee  
(I) Independent Contractor

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Online Dating For Adults Over 50	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	On-Line No-Credit Classes	8/1 - 12/31	Education To Go (I)	\$55-\$175pp	\$94-299
	Parenting Resilience	8/1 - 12/31	Elsie Beach (E)	50% Net	\$65
	Piano Made Easy Series	8/1 - 12/31	Craig Coffman (I)	50% Net	\$75
	Plating for Food Styling 101	8/1 - 12/31	Denise Stillman (E)	50% Net	\$80
	Plating for Food Styling 101: Part 1	8/1 - 12/31	Denise Stillman (E)	50% Net	\$80
	Plating for Food Styling 101: Part 2	8/1 - 12/31	Denise Stillman (E)	50% Net	\$80
	Plein Air Landscape Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$84
	Proctoring Services	8/1 - 12/31	In-House Services (E)	pp	\$50-75
	Property Management Anyone Can Do	8/1 - 12/31	Stephen Dexter (E)	50% Net	\$59
	Salsa Dance I	8/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Salsa Dance II	8/1 - 12/31	Dance Quick (I)	45% Gross	\$49
	Secrets Of Social Media And Internet Marketing	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Senior Safety: While At Home, Work, And Traveling	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Social Security Strategies And Retirement Planning	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$70
	Sound Retirement Strategies	8/1 - 12/31	David Brown (E)	50% Net	\$39
	Speed Spanish	8/1 - 12/31	Christy Nelson (E)	50% Net	\$59
	SRT - Motorcyclist Safety Program	8/1 - 12/31	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass For Beginners	8/1 - 12/31	Glass Spectrum (I)	50% Gross	\$120
	Success Through Self-Respect	8/1 - 12/31	George Miller (E)	50% Net	Varies
	Supervisor Skills Certificate Series - PART 1	8/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Supervisor Skills Certificate Series - Part 2	8/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Travel Tours/Multi-Day Trips	8/1 - 12/31	Good Times Travel (I)	PP	PP
	Tutoring	8/1 - 12/31	TBA	Varies	Varies
	Using Your Computer To Make Money	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Veterans Art Project	8/1 - 12/31	TBA	Varies	Varies
	What Were You Born To Do?	8/1 - 12/31	Curtis Adney (E)	50% Net	\$55
	Wireless Communications Specialist	7/1-12/31	Ameri-Skills ( I )	\$1,200 pp	PP
	XinYi Mandarin Chinese	8/1 - 12/31	Hao Zhao ( I )	50% Net	Varies
	You're Retired! Now What?	8/1 - 12/31	Elaine Moran (E)	50% Net	\$39
	AESL 701: Basic Literacy: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 702: Beginning Low: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 703: Beginning High: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 704: Intermediate Low: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 705: Intermediate High: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 706: Advanced Low: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 707: Advanced High: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	AESL 708: Citizen Preparation: Adult Education English As A Second Language	8/1 - 12/31	Adult Education Instructor (E)	Varies	Non-Credit
	ART 10: Ceramics Fundamentals	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 11: Ceramics: Wheel I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 12: Ceramics- Wheel II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 13: Ceramics- Wheel III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 140: Beginning Graphic Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 141: Graphic Rendering Techniques	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 142: Package Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 143: Art Survival: From Student To Artist	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 145: Graphic Illustration	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 150: Architectural Ceramics I	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 164: Printmaking (Intaglio/Etching and Relief) IV	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 175: Metal Casting	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 216: Ceramics- Handbuilding II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 217: Ceramics-Handbuilding III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 228: Bench Jeweler I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 229: Bench Jeweler II	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 230: Bench Jeweler III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 231: Bench Jeweler IV	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 240: Intermediate Graphic Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 250: Plein Air Landscape Painting	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 261: Opaque Watercolor	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 4: Fundamentals Of Art	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 40: 2-D Foundations	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 41: Three-Dimensional Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 42: Color Theory And Practice	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 50: Painting I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 51: Painting-II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 52: Painting-III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 53: Painting From The Live Model I	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 54: Painting From The Live Model II	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 57: Watercolor I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 58: Watercolor II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 59: Watercolor III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 60: Printmaking (Intaglio/Etching And Relief)	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr

(E) Employee  
(I) Independent Contractor

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Art 61:	Printmaking (Intaglio/Etching And Relief) II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
Art 62:	Printmaking (Intaglio/Etching AnD Relief) III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
Art 63:	Introduction To Screen Printing	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 70:	Fundamentals Of Sculpture	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
ART 71:	Additive Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 72:	Subtractive Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 78:	Beginning Life Sculpture	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
ART 79:	Advanced Life Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 80:	Drawing	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 81:	Drawing II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 82:	Drawing III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 85:	Drawing From The Live Model I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
ART 86:	Drawing From A Live Model II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 87:	Drawng From A Live Model III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 9:	Ceramics Fundamentals	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
MUS 1:	The Basics of Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 10:	Harmony I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 11:	Harmony II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 117:	Popular Songwritinig	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 118:	Digital Multi-track Music Recording	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 119:	Advanced Music Composition	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 12:	Harmony III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 120:	Introduction to the Music Indstry	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 124:	Computer Assisted Music Notation	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 130:	Music Production I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 131:	Music Production II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 132:	Introduction to Music Technology	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 14:	Jazz Composition and Arranging	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 148:	Jazz Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 15:	Music Composition	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 173:	Intermediate Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 178:	Beginning Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 179:	Intermediate Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 181:	Keyboard Literature and Interptation - Romantic to Modern	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 194:	Muscianship III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 20:	Music Appreciation	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 23:	Introduction to World Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 232:	Choral Techniques	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 233:	Contemporary Choral Music For Treble Voices	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 234:	Voiced Community Chorale	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 24:	Music Of The 20th Century	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 240:	Improvised Music In Jazz Combo	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 241:	Medium Size Malleable Jazz Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 242:	Mid- Size African- American Based Ensemble Jazz	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 246:	Contemporary Big Band Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 247:	Modern Big Band Concepts	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252a:	Jazz Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252b:	Jazz Piano II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 252c:	Jazz Piano III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 253:	Advanced Piano Music Of Haydn	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 255:	Piano Composers Of Today	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 256:	Advanced Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 257:	Favorite Piano Classics	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 260:	Basic Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 266:	Improvised Chamber Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 27:	History Of Jazz	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 28:	History Of Rock	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 295:	Rehearsal And Performance (Instrumental)	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 297:	Rehearsal And Performance (Jazz Studies)	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 31:	Baroque Society	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 32:	Oratorio Society	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 33:	Modern Masterworks: Chorale	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 34:	Early Music Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 35:	Contemporary Choir	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 39:	Commercial Music Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 41:	Symphonic Wind Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 42:	Symphonic Orchestra	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 43:	String Orchestra	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 46:	Jazz Improvisation	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 47:	Saddleback College Big Band	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 50:	Applied Music: Instrumental	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 51:	Applied Music: Keyboard	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr

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(I) Independent Contractor

South Orange County Community College District  
SADDLEBACK COLLEGE  
COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

EXHIBIT A  
4 of 6

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	MUS 52: Applied Music : Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 54a: Beginning Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 54b: Beginning Piano II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 55a: Intermediate Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 55b: Intermediate Piano II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 56: Advanced Piano	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 58: Piano Repertoire And Performance Procedures	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 60: Beginning Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 61: Intermediate Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 62: Advanced Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 63: Ensemble Techniques For 21st Century	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 64: Piano Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 65: Piano Accompanying	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 66: Chamber Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 75: String Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 78: Keyboard Literature/ Interpretation - Baroque And Classical	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 80: Beginning Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 81: Intermediate Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 82: Vocal Repertoire And Performance Procedures	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 86: Introduction To Harpsichord Technique And Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 87: Harpsichord Literature And Technique Ii- Late Beginner	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 88: Harpsichord Literature And Technique Iii- Early Intermediate	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 89: Harpsichord Literature And Technique Iv- Late Intermediate	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 92: Musicianship I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 93: Musicianship II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 96: Introduction To Organ Technique And Literature Class	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 97: Organ Technique And Literature Class Late Beginning	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 98: Organ Technique And Literature Class Intermediate (A), Early	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 99: Organ Technique And Literature Class Intermediate (B), Late	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
CFK	24	8/1 - 12/31	Bob Johnson (E)	60% Net	\$80
	24	8/1 - 12/31	Chris Elliott (E)	60% Net	\$80
	Youth And The Law	8/1 - 12/31	Juvenile Consulting Services (I)	Varies	Varies
	Academic Chess	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academic Origami	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academy Of Entrepreneurship	8/1 - 12/31	Rebecca Knapp(I)	60% Net	\$99
	After-School Hoops	8/1 - 12/31	One On One Basketball Staff (I)	60% Net	\$120
	Basketball Skills Clinic	8/1 - 12/31	One On One Basketball Staff (I)	50% Net	\$120
	Basketball Skills Clinic	8/1 - 12/31	Martin Levinson (E)	25% Net	\$225
	Basketball Skills Clinic	8/1 - 12/31	Kyle Wallace (E)	25% Net	\$225
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar & Ukulele Ensemble Class	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$95
	Beginning Ukulele For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$95
	Brain Builders	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO® Bricks: Build and Destroy	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO® Bricks: Medieval Madness	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO® Bricks: Robo Creatures	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering With LEGO® Bricks: Xtreme Vehicles	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	BrainStorm	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm	8/1 - 12/31	Brainstorm LEGO® Academy (I)	50% Net	Varies
	Brainstorm: CODE ACADEMY: App and Game Design	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: CODE ACADEMY: Scratch	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: GAMEMAKER: 3D Game Design	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Jedi Academy	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Medieval & Modern Machine	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Medieval Machines	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics: BattleBots	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: MakerStudio: 3D Printing	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Minecraft University: Dinocraft	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Minecraft University: Python Modding	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Minecraft University: Revolutions	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Brainstorm: Minecraft University: Robotics	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Young Einsteins: Rocketry	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	BrainStorm: Young Einsteins: STEM Lab	8/1 - 12/31	Brainstorm LEGO® Academy (I)	60% Net	\$120
	Bricks 4 Kidz	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: A Pirate's Quest	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing Animals with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze with LEGO Bricks	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Cranium Contraptions	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Energy is Everywhere	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120

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COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Bricks 4 Kidz: Energy LEGO Models	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering with LEGO Bricks: A Pirate's Quest	8/1 - 12/31	STEAM Builders (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering with LEGO Bricks: Interesting Inventions	8/1 - 12/31	STEAM Builders (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering with LEGO Bricks: Spectacular Sports	8/1 - 12/31	STEAM Builders (I)	60% Net	\$120
	Bricks 4 Kidz: Engineering with LEGO Bricks: Transportation Timeline	8/1 - 12/31	STEAM Builders (I)	60% Net	\$120
	Bricks 4 Kidz: Exploring the Everglades	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Factory Fun	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Forces of Nature with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Forces of Nature with LEGO Bricks	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets & Gizmos with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets & Gizmos with LEGO Bricks	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Journey to the UK	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Jr. Robotics	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Laws of Motion with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Laws of Motion with LEGO Bricks	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Life Science	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Minecraft with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining and Crafting	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Mission to Space	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Remote Control Models with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures with LEGO Bricks	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Star Wars	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Ticket to Ride	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Wheels in Motion	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Bricks 4 Kidz: Winter Fun	8/1 - 12/31	Pristine Possibilities (I)	60% Net	\$120
	Capture The Flag	8/1 - 12/31	Chris Elliott (E)	30% Net	\$80
	Capture The Flag	8/1 - 12/31	Robert Johnson (E)	30% Net	\$80
	Capture The Flag   Masters Of The Field	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Care4Yoga	8/1 - 12/31	Care4Yoga (I)	60% Net	\$112
	Chess Club	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Code Campus	8/1 - 12/31	CodeCampus Academy (I)	50% Net	Varies
	Coding for Kids - Nintendo Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids - Pokemon Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids - Star Wars Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids - Video Game Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids, Jr. -Disney Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids, Jr. -Harry Potter Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids, Jr. -Nintendo Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Coding for Kids, Jr. -Pixar Edition	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Creating With Clay	8/1 - 12/31	Art Just Create It (I)	60% Net	\$108
	Culinary Kids	8/1 - 12/31	Culinary Kids (I)	60% Net	\$120
	DKI Acting Academy	8/1 - 12/31	Drama Kids International (I)	60% Net	\$120
	Drama Kids	8/1 - 12/31	Drama Kids International (I)	60% Net	\$120
	Fantastic Fall Art	8/1 - 12/31	Heather Carlsen (E)	30% Net	\$104
	Fantastic Fall Art	8/1 - 12/31	Tanya Osborne (E)	30% Net	\$104
	Fashion Class	8/1 - 12/31	Naomi Sutton (E)	\$29/hr	Varies
	Fit Kids	8/1 - 12/31	Fit Kids America(I)	60% Net	\$120
	Fit Kids: Cheerleading	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Dodgeball	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Flag Football	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Hip Hop	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Soccer	8/1 - 12/31	Fit Kids America(I)	60% Net	\$112
	Fit Kids: Tennis	8/1 - 12/31	Fit Kids America (I)	60% Net	\$120
	Games Galore	8/1 - 12/31	Heather Carlsen (E)	30%Net	\$104
	Games Galore	8/1 - 12/31	Tanya Bonetti (E)	30%Net	\$104
	Handwriting Heroes	8/1 - 12/31	Carrie Gray (E)	60% Net	\$112
	Holiday Craft-tivities	8/1 - 12/31	Carrie Gray (E)	60% Net	\$120
	Homework Assistance for Kids	8/1 - 12/31	Linda Wong (E )	60% Net	Varies
	Homework Time	8/1 - 12/31	Wendy Billman (E)	60% Net	\$120
	Incrediflix	8/1 - 12/31	Incrediflix (I)	50% Net	Varies
	Intro To Coding , Jr.	8/1 - 12/31	CodeCampus Academy (I)	60% Net	\$136
	Lil' Chef School	8/1 - 12/31	Lil' Chef School (I)	60% Net	\$120
	Lions Club	8/1 - 12/31	Deanna Bleidistel (E)	30% Net	\$192
	Lions Club	8/1 - 12/31	Andrika Bowen (E)	30% Net	\$192
	Mad Science: Crazy Chemworks	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Exploration Science	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Molecule Mania	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: NASA	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Science in Action	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: STEMulating Science	8/1 - 12/31	Mad Science (I)	60% Net	\$120

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South Orange County Community College District  
SADDLEBACK COLLEGE  
COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016

EXHIBIT A  
6 of 6

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Masters Of The Field	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Math Tutoring By Experienced Math Teachers	8/1 - 12/31	wikiTHINK (I)	Varies	\$269
	Mathobotix	8/1 - 12/31	Mathobotix (I)	70% Gross	\$259
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Wendy Marcot (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Patti Peviani (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Kris McCartney (E)	60% Net	\$250
	Natural A's	8/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Natural A's: Parent/Adult Registration	8/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Needle Art Series	8/1 - 12/31	Naomi Sutton (E)	\$29/hr	Varies
	One On One Basketball	8/1 - 12/31	One On One Basketball Staff (I)	50% Net	\$165
	Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	Varies
	Saddleback College High School Math Tutoring	8/1 - 12/31	Christina Hinkle (E)	50% Net	\$288
	Soccer Skills Clinics	8/1 - 12/31	BJ McNicol (E)	50% Net	\$126
	Softball Clinics	8/1 - 12/31	Nicholas Trani (E)	50% Net	\$120
	Spanish For Children	8/1 - 12/31	Conversa (I)	60% Net	\$120
	Spanish For Children	8/1 - 12/31	Conversa (I)	50% Net	\$145
	Spanish For Preschoolers	8/1 - 12/31	Conversa (I)	50% Net	\$120
	Strategic Kids: Strategic Magic	8/1 - 12/31	Strategic Kids (I)	60% Net	\$112
	Super Chefs	8/1 - 12/31	Super Readers (I)	60% Net	\$120
	Tee It Up With TGA/SCPGA	8/1 - 12/31	TGA Staff (I)	60% Net	\$136
	Teen Road To Safety	8/1 - 12/31	Teen Road To Safety Inc. (I)	Varies	Varies
	Toddler Time	8/1 - 12/31	Dawn Trumbo (E)	30% Net	\$250
	Toddler Time	8/1 - 12/31	Kristi Martin (E)	30% Net	\$250
	Volleyball	8/1 - 12/31	Heather Carlsen (E)	30% Net	\$104
	Volleyball	8/1 - 12/31	Tanya Bonetti (E)	30% Net	\$104
	Writing for Academic Success	8/1 - 12/31	Chris Jones (E)	60% Net	\$150
	Young Rembrandts	8/1 - 12/31	Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts Fall Cartooning	8/1 - 12/31	Young Rembrandts (I)	60% Net	\$120
	Young Rembrandts Fall Drawing	8/1 - 12/31	Young Rembrandts (I)	60% Net	\$120
	Youth Drug and Alcohol Awareness Education Program	8/1 - 12/31	Juvenile Consulting Services (I)	Varies	Varies

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*South Orange County Community College District*

*IRVINE VALLEY COLLEGE*

*COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016*

<b>COURSE TITLE</b>	<b>DATES</b>	<b>INSTRUCTOR</b>	<b>HONORARIA</b>	<b>FEE</b>
Algebra I Word Problems	8/22-12/19/16	Kathy Song	50% gross	\$49
Aquatic Fitness	8/22-12/19/16	Barbara Stockler	70% gross	\$20
Art Courses	8/22-12/19/16	Annette Hernandez	70% gross	\$45
Art Courses	8/22-12/19/16	Donna Hanna-Chase	70% gross	\$30
Art Courses	8/22-12/19/16	Pam Schader	70% gross	\$38
Art Courses	8/22-12/19/16	Sheri Cohen	70% gross	\$45
Art Courses	8/22-12/19/16	Teresa Fernald	70% gross	\$60
Band Rehearsal/Performance	8/22-12/19/16	Ed Peterson	70% gross	\$30
Band Rehearsal/Performance	8/22-12/19/16	Peter Fournier	70% gross	\$30
Business Management	8/22-12/19/16	Gene Konstant	50% gross	\$29-\$159
Business Management	8/22-12/19/16	Russell Levy	50% gross	\$600
Business Soft Skills	8/22-12/19/16	George Carson	50% gross	\$200
Choral Music	8/22-12/19/16	Cecilia Kim	70% gross	\$20
College Funding	8/22-12/19/16	Charles Rowan	50% gross	\$25
Commercial Real Estate Investment	8/22-12/19/16	Robert Kehiayan	50% gross	\$149
Computer Basics	8/22-12/19/16	Lauren Hogan-Miertschin	50% gross	\$15
Computer Classes	8/22-12/19/16	Vazi Okhandiar	60% gross	\$45-\$329
Country Line Dancing	8/22-12/19/16	Ida Stuart	70% gross	\$20
Creative Kids Children's Theatre	8/22-12/19/16	Elizabeth Ramirez	60% gross	\$255
Creative Writing	8/22-12/19/16	Jeffrey Briar	70% gross	\$45
Creative Writing	8/22-12/19/16	Kathryn Kramer	50% gross	\$30
Dance Classes	8/22-12/19/16	Diana Krivosheya	50% gross	\$60
Dance Courses	8/22-12/19/16	Dorothy Bregozzo	70% gross	\$30
Dance Courses	8/22-12/19/16	Marge Forehan	70% gross	\$30
Dance Courses	8/22-12/19/16	Kathryn Milostan-Egus	50% gross	\$60
E-Bay Courses	8/22-12/19/16	Carolyn Jacinto	50% gross	\$95-\$225
Estate Conservation	8/22-12/19/16	James Peters	50% gross	\$59
Film Genres	8/22-12/19/16	Kathryn Kramer	70% gross	\$20-\$30
Film Genres II	8/22-12/19/16	Kathryn Kramer	50% gross	\$20
Film Studies	8/22-12/19/16	Dov Simens	50% gross	\$395
Financial Management for Women	8/22-12/19/16	James Peters	50% gross	\$59
Financial Management Workshop	8/22-12/19/16	Charla Sue Riley	50% gross	\$49
Fitness Courses	8/22-12/19/16	Becki Rigali	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Beejay Janiga	70% gross	\$25
Fitness Courses	8/22-12/19/16	Carrie Henderson	70% gross	\$25-\$29
Fitness Courses	8/22-12/19/16	EJ Baldonado	70% gross	\$15-\$40

\*per person, \*\*per session

<b>COURSE TITLE</b>	<b>DATES</b>	<b>INSTRUCTOR</b>	<b>HONORARIA</b>	<b>FEE</b>
Fitness Courses	8/22-12/19/16	Eugenia Lane	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Jeffrey Briar	70% gross	\$20
Fitness Courses	8/22-12/19/16	Joanna Schoon	70% gross	\$30
Fitness Courses	8/22-12/19/16	Judith Shields	70% gross	\$30
Fitness Courses	8/22-12/19/16	Kathryn Burns	70% gross	\$25
Fitness Courses	8/22-12/19/16	Lesley Lowe	70% gross	\$20
Fitness Courses	8/22-12/19/16	Lisa Messenger	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Mikki Michele	70% gross	\$36-\$60
Fitness Courses	8/22-12/19/16	Nargues Jackie Ovadia	70% gross	\$20
Fitness Courses	8/22-12/19/16	Renee Fiore-Burton	70% gross	\$25-\$29
Fitness Courses	8/22-12/19/16	Sebastian Caramagno	70% gross	\$25
Fitness Courses	8/22-12/19/16	Jada Robitaille	70% gross	\$25-\$30
Free Publicity in Newspapers	8/22-12/19/16	Robert Gluckson	50% gross	\$40
Internet/Web Certificate Courses	8/22-12/19/16	Bill Cunningham	50% gross	\$225
Internet/Web Certificate Courses	8/22-12/19/16	Fabian Toth	50% gross	\$225
Internet/Web Certificate Courses	8/22-12/19/16	Rich Talmo	IVC receives \$29-300*pp	\$49-\$4,500
Introduction to C# Programming	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Introduction to Database Design	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Introduction to SQL	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Introduction to Stock Options	8/22-12/19/16	Sanjeev(Sam) Bhai	50% gross	\$250
Life College	8/22-12/19/16	Joyce Arntson	50% gross	\$400-\$600
MTA 98-361: Software Development	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
MTA 98-364: Database Admin	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Music Courses	8/22-12/19/16	Louise Jacobs	70% gross	\$20-\$25
Music Courses	8/22-12/19/16	Ron Gorman	50% gross	\$89
Music Courses	8/22-12/19/16	William Nicholls	70% gross	\$35
Myths of Wealth Management	8/22-12/19/16	James Peters	50% gross	\$59
Navigating the Global Economy	8/22-12/19/16	Mark Matsumoto	50% gross	\$60
Navigating the Global Economy	8/22-12/19/16	Myung Han	50% gross	\$60
Navigating the Global Economy	8/22-12/19/16	Jim Mayfield	50% gross	\$60
Notary and Loan Specialist Classes	8/22-12/19-16	Thomas Peauyhouse	50% gross	\$70
Object Oriented Programming	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Personal Enrichment Courses	8/22-12/19/16	John Pak	50% gross	\$20-\$49
Personal Enrichment Courses	8/22-12/19/16	LeeAnne Krusemark	50% gross	\$29-\$99
Personal Enrichment Courses	8/22-12/19/16	Leslee Newman	50% gross	\$45
Personal Enrichment Courses	8/22-12/19/16	Richard Katz	50% gross	\$45
Piano Courses	8/22-12/19/16	Carol Lippert	70% gross	\$30
Retirement Planning Courses	8/22-12/19/16	Rod Kamps	50% gross	\$59
Rudy On Rounds	8/22-12/19/16	Richard Katz	50% gross	\$35
Savvy Social Security/Medicare Plan	8/22-12/19/16	Kirk O'Brien	50% gross	\$49

<b>COURSE TITLE</b>	<b>DATES</b>	<b>INSTRUCTOR</b>	<b>HONORARIA</b>	<b>FEE</b>
Screenwriting Courses	8/22-12/19/16	Mark Sevi	50% gross	\$75-\$150
Social Badminton Classes	8/22-12/19/16	Helen Tung	50% gross	\$45-\$75
Surviving Market Swings	8/22-12/19/16	James Peters	50% gross	\$59
Tennis Classes	8/22-12/19/16	Hyung Moon Ki	IVC receives \$1,500 per session	\$40-\$80
Therapeutic Yoga/Correct Breathing	8/22-12/19/16	Mona Ness	50% gross	\$65
Tree of Life Health & Wellness Prog.	8/22-12/19/16	Jackie Ovadia	50% gross	\$90
Web Applications with C#.NET	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Windows Application with C#	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Art Courses	5/30-8/20/16	Tania Addington	70% gross	\$45

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

Item Submitted By: *Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents*

## SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

### SADDLEBACK COLLEGE

<i><b>Presentation Date</b></i>	<i><b>Faculty Member Course Title/Activity</b></i>	<i><b>Speaker Name</b></i>	<i><b>Topic</b></i>	<i><b>General Fund Honorarium/Travel</b></i>
4/26/16	Claire Cesareo – One Book, One College program	Michael Pitre	A conversation with Michael Pitre about his novel, Fives and Twenty-Fives as part of the One Book, One College program	\$1616.15 includes \$500 honorarium and \$1116.15 for travel expenses.
5/4/16	N/A VETS Program End of Year Event	Larry Broughton	Keynote speaker for the VETS Program End of Year Celebration	\$500 VETS Program Foundation
5/5/16	Guest Lecture FA 101	Jason Penwell	Music Business and Marketing	\$100 ASG

### IRVINE VALLEY COLLEGE

<i><b>Presentation Date</b></i>	<i><b>Faculty Member Course Title/Activity</b></i>	<i><b>Speaker Name</b></i>	<i><b>Topic</b></i>	<i><b>General Fund Honorarium/Travel</b></i>
8/15/16	President's Opening Session Staff Development Week	Erwin Chemerinsky	First Amendment in the Context of a Public Institution	\$750 General Fund
8/16/16	Anthony Lin Safe Space Training for campus, including students	Anthony Ragazzo	LGBTQ Safe Space Training	\$500 ASIVC Fund
10/14/16	Anthony Lin Safe Space Training for campus, including students	Anthony Ragazzo	LGBTQ Safe Space Training	\$500 ASIVC Fund

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Grant Acceptance from the National Science Foundation

**ACTION:** Approval

---

**BACKGROUND**

Irvine Valley College (IVC) was awarded a National Science Foundation (NSF) Advanced Technological Education (ATE) grant in 2013 to educate precision optics and photonics technicians with the skills required to earn gainful employment in the fields of technology that utilize the science of light. The successful completion of this project has been recognized by the NSF with a new ATE award for the planning of an NSF Center in lasers, precision optics, and photonics education in the Western United States. The proposed NSF Center will be a partnership with eight partner colleges and numerous collaborators from industry and national laboratories across the Western United States.

**STATUS**

IVC has received \$69,425 from the NSF for the planning of a center in lasers, precision optics, and photonics education in the Western United States. The Grant Application Abstract, as presented in EXHIBIT A, is for \$69,425. The performance period is from July 1, 2016 through June 30, 2017.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the National Science Foundation award for \$69,425 for the term of July 1, 2016 through June 30, 2017.

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: Western-Region Optics and Photonics Education Center (WROPEC) Planning Grant
2. PROJECT DIRECTOR: Brian Monacelli/Desiré Whitmore
3. PROJECT ADMINISTRATOR: Corine Doughty
4. GRANTOR AGENCY: National Science Foundation
5. FUNDING SOURCE: Advanced Technological Education Program
6. STARTING AND ENDING DATES OF THE PROJECT: 7/01/2016 – 6/30/2017
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

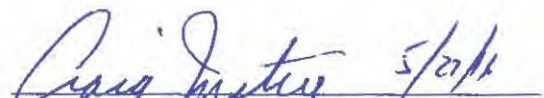
Irvine Valley College (IVC) was awarded a National Science Foundation (NSF) Advanced Technological Education (ATE) grant in 2013 to educate precision optics and photonics technicians with the skills required to earn gainful employment in the fields of technology that utilize the science of light. The successful completion of this project has been recognized by the NSF with a new ATE award for the planning of an NSF Center in lasers, precision optics, and photonics education in the Western United States. The proposed NSF Center will be a partnership with eight partner colleges and numerous collaborators from industry and national laboratories across the Western United States.

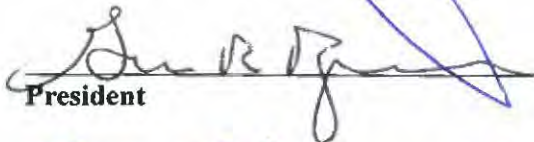
8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$50,675	\$ N/A	\$ 18.750	\$69,425

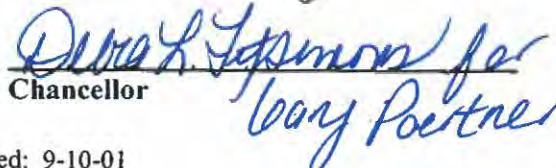
9. APPROVALS

  
Division/School Dean

 5/27/16  
Vice President of Instruction/Students

  
President

  
Vice Chancellor, Technology & Lrng Serv  
for Bob Bramucci

  
Chancellor

**EXPENDITURES SUMMARY**

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

	<b>GRANT (Amount)</b>	<b>MATCHING* (In-Kind/Actual)</b>	<b>SOURCE OF MATCH (Partnership/College/Vendor)</b>
<b>1000 Certificated Salaries</b>	\$ <u>27,832.00</u>	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ <u>0.00</u>	\$ _____	_____
<b>3000 Benefits</b>	\$ <u>4,421.00</u>	\$ _____	_____
<b>4000 Supplies</b>	\$ <u>235.00</u>	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u>18,187.00</u>	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ <u>0.00</u>	\$ _____	_____
<b>7000 Other Charges (e.g.: Indirect Costs)</b>	\$ <u>18,750.00</u>	\$ _____	_____
<b>TOTALS</b>	<i>69</i> \$ <u>69,425.00</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. Project Director	[ ]	[X]	[ ]	[X]

PARTNERSHIPS (if applicable)

**Partnership Name/Location** \_\_\_\_\_

- Retail           •Technology       •Real Estate Public     •Public: City, Education, Municipalities
- Hospitality   •Health Care      •Manufacturing       •Charitable Non-Profit     •Financial

**Partnership Name/Location** \_\_\_\_\_

- Retail           •Technology       •Real Estate Public     •Public: City, Education, Municipalities
- Hospitality   •Health Care      •Manufacturing       •Charitable Non-Profit     •Financial



**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Grant Acceptance, Deputy Sector Navigator  
Energy Efficiency & Utilities

**ACTION:** Approval

---

**BACKGROUND**

Irvine Valley College (IVC) has received a fourth renewal of its Deputy Sector Navigator (DSN) grant in Energy Efficiency, Construction, and Utilities from the California Community Colleges Chancellor's Office (CCCCO). The DSN will continue to lead the effort to identify gaps in workforce knowledge and education and training to connect community college curricula to industry workforce needs. The effort will move to fill the gaps for the incumbent workforce, facilitate revision of university and college curriculum to address the gaps, and facilitate development of a public school program to raise awareness of the role of electric utilities in the 21<sup>st</sup> century.

**STATUS**

The Grant Application Abstract, as presented in EXHIBIT A, is for \$200,000. The performance period is from July 1, 2016 through June 30, 2017. This project may be eligible for additional renewals, contingent upon successful completion of project goals, objectives, and outcomes.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept this renewal award of \$200,000 from the CCCCCO for the Deputy Sector Navigator Energy Efficiency and Utilities grant, RFA No. 16-160-004 from July 1, 2016 through June 30, 2017.

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

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

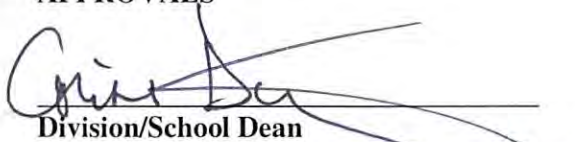
1. **PROJECT TITLE:** Deputy Sector Navigator Energy & Utilities Grant (Year 4)
2. **PROJECT DIRECTOR:** Len Pettis
3. **PROJECT ADMINISTRATOR:** Corine Doughty
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Economic and Workforce Development
6. **STARTING AND ENDING DATES OF THE PROJECT:** 07/01/16 – 6/30/17
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

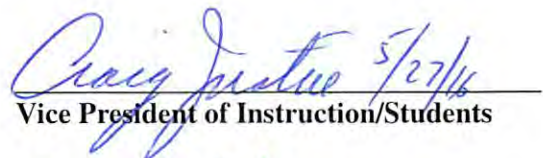
The Deputy Sector Navigator will continue to lead the county-wide effort to identify gaps in workforce knowledge, education, and training to connect community college curricula to industry workforce needs. The effort will move to fill the gaps for the incumbent workforce, facilitate revision of university and college curriculum to address the gaps, and facilitate development of a public school program to raise awareness of the role of electric utilities in the 21<sup>st</sup> century.

8. **SUMMARY BUDGET**

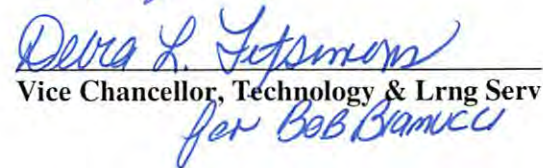
Grant Award	In Kind Matching	Indirect Costs	Project Total
\$192,308.00	\$222,904.00	\$7,692.00	\$422,904.00

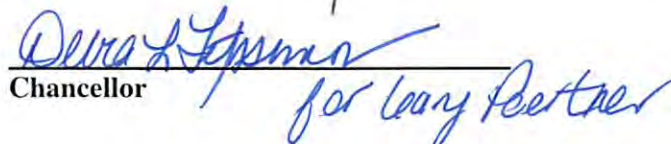
9. **APPROVALS**

  
Division/School Dean

  
Vice President of Instruction/Students

  
President

  
Vice Chancellor, Technology & Lrng Serv  
for Bob Bramucci

  
Chancellor  
for Len Pettis

**EXPENDITURES SUMMARY**

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

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ <u>          0.00</u>	\$ <u>  127,625.00</u>	<u>EWD Dean/ STEM Faculty</u>
<b>2000 Classified Salaries</b>	\$ <u>  37,000.00</u>	\$ <u>  20,484.00</u>	<u>EWD/CTE Admin. Staff</u>
<b>3000 Benefits</b>	\$ <u>    8,090.00</u>	\$ <u>  59,795.00</u>	<u>Staff &amp; Faculty</u>
<b>4000 Supplies</b>	\$ <u>    2,000.00</u>	\$ <u>          0.00</u>	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u> 145,218.00</u>	\$ <u>  15,000.00</u>	<u>Siemens</u>
<b>6000 Capital Outlay</b>	\$ _____	\$ _____	_____
<b>7000 Other Charges</b> <i>(e.g.: Indirect Costs)</i>	\$ <u>    7,692.00</u>	\$ _____	_____
<b>TOTALS</b>	\$ <u><b> 200,000.00</b></u>	\$ <u><b> 222,904.00</b></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. Project Director	[X]	[ ]	[ ]	[X]
2. Project Specialist	[ ]	[X]	[ ]	[X]
3.	[ ]	[ ]	[ ]	[ ]

PARTNERSHIPS (if applicable)

**Partnership Name/Location** \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

**Partnership Name/Location** \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College, Food Services, Food Vending and Coffee Cart Services, Amendment No. 1, S & B Foods

**ACTION:** Approval

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**BACKGROUND**

On May 18, 2015, the Board of Trustees approved a one year agreement with the option for four one-year extensions with S & B Foods for the Food Services, Food Vending and Coffee Cart Services at Irvine Valley College, beginning July 1, 2015 through June 30, 2016.

**STATUS**

Irvine Valley College has requested the district renew the Food Services, Food Vending and Coffee Cart Services agreement (EXHIBIT A) for the first one-year extension for FY 2016-2017.

Compensation is summarized in EXHIBIT B. The original agreement is available for review in the district purchasing department.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to the Irvine Valley College Food Services, Food Vending and Coffee Cart Services agreement with S & B Foods for the first one-year extension for FY 2016-2017.

**AMENDMENT NO. 1  
TO THE FOOD SERVICES, FOOD VENDING AND COFFEE CART SERVICES  
AT IRVINE VALLEY COLLEGE**

**July 1, 2016**

**THIS AMENDMENT** shall modify the original Agreement dated July 1, 2015, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and S & B Foods, 6282 Riviera Circle, Long Beach, CA 90815, hereinafter referred to as "VENDOR".

**WHEREAS**, Article 4 of the original agreement states that for the second year (FY 2016-2017), the Vendor shall have the sole option to extend or refuse the option to this Agreement. Renewal will be automatic. Refusal of option must be provided to Irvine Valley College by January 2016; and

**WHEREAS**, the VENDOR did not opt to terminate the agreement by January 2016; and the college desires that the term of the agreement extend for the first of the one-year extensions to June 30, 2017; and

**WHEREAS**, IRVINE VALLEY COLLEGE has requested that the DISTRICT renew the agreement for the first of the four one-year extensions;

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

1. Term: The term of this Agreement shall extend for the first one-year option for the FY 2016-2017 under the same terms and conditions of the original agreement.

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

**"DISTRICT"**  
South Orange County Community College District

**"CONTRACTOR"**  
S & B Foods

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

By: \_\_\_\_\_  
James Gau  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: 2017-2018 Academic Calendar  
**ACTION:** Review and Study

---

### **BACKGROUND**

Annually the South Orange County Community College District Academic Calendar Committee convenes to review the development of the academic calendar. During the 2015-16 academic year, representatives from the governance groups studied calendar options for 2017-2018.

### **STATUS**

The District-wide Academic Calendar Committee met on April 5, 2016, and subsequently voted to recommend a calendar for 2017-2018. The academic calendar proposed for 2017-2018 has been reviewed and approved by the District-wide Academic Calendar Committee (Exhibit A). The calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract and Article 9 of the Police Officers Association Master Agreement.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the proposed Academic Calendar for 2017-2018 (Exhibit A).

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



# ACADEMIC CALENDAR 2017 – 2018

## FALL SEMESTER 2017

AUGUST 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	*21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2017						
S	M	T	W	T	F	S
					1	2
3	*4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	*20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	*10	11
12	13	14	15	16	17	18
19	20	21	22	*23	*24	25
26	27	28	29	30		

DECEMBER 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	*21	*22	23
24	*25	*26	*27	*28	*29	30
31						

## SUMMER SESSION 2018

MAY 2018						
S	M	T	W	T	F	S
27	*28	29	30	31		

JUNE 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY 2018						
S	M	T	W	T	F	S
1	2	3	*4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18

## SPRING SEMESTER 2018

JANUARY 2018						
S	M	T	W	T	F	S
		*1	2	3	4	5
6	7	8	9	10	11	12
13	14	*15	*16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	*16	17
18	*19	20	21	22	23	24
25	26	27	28			

MARCH 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*23	24
25	*26	27	28	29	*30	31

APRIL 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	*24	25
26						

LEGEND		
Classes Not in Session	Instructional Days	Holidays for Classified and 12-Month Employees
Staff Development Days	Final Examinations	Start of 8-Week Session
Sunday Classes Meet	Faculty Contractual Days/Classes Not in Session	SC Commencement IVC Commencement
Saturday Classes Meet		

Each college may develop a special final exam schedule.

**Vision:** To be an educational leader in a changing world.

**Mission:** We provide a dynamic and innovative learning environment to diverse learners of all ages, background and abilities. We promote access, success and equity to meet each student's goals of skills development, certificate, associate degree, transfer or personal enrichment. We contribute to the economic vitality of the region.



# ACADEMIC CALENDAR 2017 – 2018

## FALL SEMESTER 2017

<b>August 14-18</b> (Monday-Friday)	Staff Development Days
<b>August 21</b> (Monday)	Instruction Begins
* <b>August 21-October 16</b> (Monday-Monday)	8-Week Session
• <b>September 4</b> (Monday)	Labor Day — Holiday
* <b>October 20-December 20</b> (Friday-Wednesday)	8-Week Session
• <b>November 10</b> (Friday)	Veterans Day — Holiday
<b>November 22</b> (Wednesday)	Faculty Contractual Day/Classes Not in Session
• <b>November 23-24</b> (Thursday/Friday)	Thanksgiving — Holiday
<b>December 14-20</b> (Thursday-Wednesday)	Final Examinations
<b>December 21-January 15</b> (Thursday-Monday)	Classes Not in Session
• <b>December 21-January 1</b> (Wednesday-Friday)	District/Colleges Closed

## SPRING SEMESTER 2018

• <b>January 1</b> (Monday)	New Year's Day Holiday
<b>January 9-12</b> (Tuesday-Friday)	Staff Development Days
• <b>January 15</b> (Monday)	Martin Luther King, Jr. — Holiday
<b>January 16</b> (Tuesday)	Instruction Begins
* <b>January 16-March 12</b> (Tuesday-Monday)	8-Week Session
• <b>February 16</b> (Friday)	Lincoln's Day — Holiday
• <b>February 19</b> (Monday)	Presidents' Day — Holiday
<b>March 18-24</b> (Sunday-Saturday)	Spring Break/Classes Not in Session
• <b>March 23</b> (Friday)	Friday of Spring Break — Holiday
* <b>March 26-May 23</b> (Monday-Wednesday)	8-Week Session
• <b>March 30</b> (Friday)	Cesar Chavez Day — Holiday
<b>May 16</b> (Wednesday)	Faculty Contractual Day/Classes Not in Session
<b>May 17-23</b> (Thursday-Wednesday)	Final Examinations
<b>May 24</b> (Thursday)	Faculty Contractual Day/Classes Not in Session
+ <b>May 24</b> (Thursday)	Irvine Valley College/Saddleback College Commencements

## SUMMER SESSION 2018

• <b>May 28</b> (Monday)	Memorial Day — Holiday
<b>May 29-August 12</b> (Tuesday-Sunday)	Summer Session
• <b>July 4</b> (Wednesday)	Fourth of July — Holiday

### SUMMARY

	Fall	Spring	Total
<b>Instructional Days</b>			
Monday	17	16	33
Tuesday	18	18	36
Wednesday	17	17	34
Thursday	16	17	33
Friday	15	15	30
<b>SUBTOTAL</b>	<b>83</b>	<b>83</b>	<b>166</b>
Staff Development	5	4	9
Staff Contractual Days	1	2	3
Finals	0	0	0
<b>TOTAL</b>	<b>89</b>	<b>89</b>	<b>178</b>

**Summer 2018** start dates and session lengths may vary. See college online schedules for more information.



**CALIFORNIA COMMUNITY COLLEGES**

**CHANCELLOR'S OFFICE**


1102 Q STREET  
SACRAMENTO, CA 95811-6549  
(916) 445-8752  
<http://www.cccco.edu>



REVISED

October 1, 2014

TO: District Superintendent/President

FROM:  Mario Rodriguez, Assistant Vice Chancellor  
Finance and Facilities

SUBJECT: Mandated Holidays for Fiscal Years 2014-15, 2015-16, 2016-17 and 2017-18

**Synopsis:** A list of the official academic holidays, as specified by Education Code section 79020, is provided for convenience in establishing your future academic calendars. Included are the mandated holiday dates for fiscal years 2014-15, 2015-16, 2016-17 and 2017-18 based on the current statute (ECS 79020).

**Fiscal Year 2014-15**

July 4, 2014	(Friday)	Independence Day
September 1, 2014	(Monday)	Labor Day
November 10 or 11, 2014	(Monday or Tuesday)	Veterans Day
November 27, 2014	(Thursday)	Thanksgiving Day
December 25, 2014	(Thursday)	Christmas
January 1, 2015	(Thursday)	New Year's Day
January 19, 2015	(Monday)	Dr. Martin Luther King, Jr. Day
February 6, 12, or 13, 2015	(Friday, Thursday, or Friday)	Lincoln Day
February 16, 2015	(Monday)	Washington Day
May 25, 2015	(Monday)	Memorial Day

A college MAY close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the governing board of the district agrees to close the college for that purpose. The district shall continue to maintain the minimum required 175 days of instruction.

If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

(Continued)

**Fiscal Year 2015-16**

July 3, 2015	(Friday)	Independence Day (Observance)
September 7, 2015	(Monday)	Labor Day
November 9, 11, or 13, 2015	(Monday, Wednesday or Friday)	Veterans Day
November 26, 2015	(Thursday)	Thanksgiving Day
December 25, 2015	(Friday)	Christmas
January 1, 2016	(Friday)	New Year's Day
January 18, 2016	(Monday)	Dr. Martin Luther King, Jr. Day
February 12, 2016	(Friday)	Lincoln Day
February 15, 2016	(Monday)	Washington Day
May 30, 2016	(Monday)	Memorial Day

**Fiscal Year 2016-17**

July 4, 2016	(Monday)	Independence Day
September 5, 2016	(Monday)	Labor Day
November 11, 2016	(Friday)	Veterans Day
November 24, 2016	(Thursday)	Thanksgiving Day
December 26, 2016	(Monday)	Christmas (Observance)
January 2, 2017	(Monday)	New Year's Day (Observance)
January 16, 2017	(Monday)	Dr. Martin Luther King, Jr. Day
February 10, 13, 14, or 17 2017	(Friday, Monday, Tuesday, Friday)	Lincoln Day
February 20, 2017	(Monday)	Washington Day
May 29, 2017	(Monday)	Memorial Day

**Fiscal Year 2017-18**

July 4, 2017	(Tuesday)	Independence Day
September 4, 2017	(Monday)	Labor Day
November 10, 2017	(Friday)	Veterans Day (Observance)
November 23, 2017	(Thursday)	Thanksgiving Day
December 25, 2017	(Monday)	Christmas
January 1, 2018	(Monday)	New Year's Day
January 15, 2018	(Monday)	Dr. Martin Luther King, Jr. Day
February 9, 12, 13, 16, 2018	(Friday, Monday, Tuesday, Friday)	Lincoln Day
February 19, 2018	(Monday)	Washington Day
May 28, 2018	(Monday)	Memorial Day

**Action/Date Requested:** Information

**Contact:** For holiday or academic calendar configuration questions, call Elias Regalado, Fiscal Services, at (916) 445-1165 or e-mail at [eregalad@cccco.edu](mailto:eregalad@cccco.edu).

cc: Chief Business Officer  
 Chief Instructional Officer  
 Dean of Admissions and Records, Registrar  
 Chief Information System Officer  
 Dan Troy  
 Elias Regalado

**TO:** Board of Trustees

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

**RE:** SOCCCD: Amendment No. 1 to Agreement for Special Services, Legal, Liebert Cassidy Whitmore

**ACTION:** Approval

---

### **BACKGROUND**

The District has used the services of the legal firm Liebert Cassidy Whitmore for consulting, representational, and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings for many years. The District desires to continue to use the special legal services of Liebert Cassidy Whitmore.

### **STATUS**

Liebert Cassidy Whitmore reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1. Liebert Cassidy Whitmore's last rate increase was July 1, 2014. The firm has notified the District that, in order to retain outstanding attorneys and deliver the best possible legal services, it will raise hourly rates effective July 1, 2016. The hourly rate for Partners will increase from \$295.00 to \$320.00; the hourly rate for Of Counsel will increase from \$275.00 to \$295.00; the hourly rate for Associates will increase from a range between \$190.00 and \$255.00 to a range between \$200.00 and \$275.00; the hourly rate for Labor Relations Professionals will change from a range between \$170.00 and \$200.00 to \$195.00; and the hourly rate for Paraprofessionals & Litigation Support will change from a range between \$75.00 and \$150.00 to a range between \$75.00 and \$160.00.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 to the Agreement for Special Services (EXHIBIT A) with Liebert Cassidy Whitmore establishing a new range of rates for professional services, effective July 1, 2016.

AMENDMENT No. 1  
TO THE AGREEMENT FOR SPECIAL SERVICES  
AT SOCCCD

July 1, 2016

**THIS AMENDMENT** shall modify the original agreement dated July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and LIEBERT CASSIDY WHITMORE, 6033 West Century Blvd., Ste. 500, Los Angeles, CA 90045; telephone (310) 981-2000; hereinafter referred to as "VENDOR."

**WHEREAS**, Article 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; and

**WHEREAS**, Article 9 of the original agreement provides for ongoing renewal, under the same terms and conditions;


NOW, THEREFORE, the parties agree as follows:

**1. FEES, COSTS, EXPENSES.**

The agreement is hereby amended effective July 1, 2016 to reflect an increase in hourly rates as shown in the attached LCW Fee Schedule, under the same terms and conditions of the original agreement.

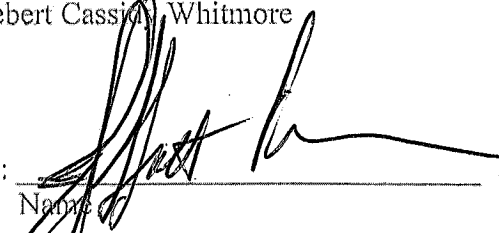
**IN WITNESS HEREOF**, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

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

Date: 6/6/16

"VENDOR"  
Liebert Cassidy Whitmore

By:   
Name: Liebert Cassidy Whitmore  
Title: Managing Partner  
Date: 6.8.16

***LIEBERT CASSIDY WHITMORE***

***FEE SCHEDULE***

***(EFFECTIVE JULY 1, 2016)***

**HOURLY RATES**

Partners	\$320.00
Of Counsel	\$295.00
Associates	\$200.00 - \$275.00
Labor Relations/Human Resources Consultant	\$195.00
Paraprofessionals & Litigation Support	\$75.00 - \$160.00

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

LOS ANGELES | FRESNO | SAN FRANCISCO | SAN DIEGO

RECEIVED

Exhibit A  
3 of 8  
MAY 25 2016

HUMAN RESOURCES  
SOCCCD

6033 WEST CENTURY BOULEVARD, SUITE 500  
LOS ANGELES, CALIFORNIA 90045  
T: (310) 981-2000 F: (310) 337-0837

STIEDEMANN@LCWLEGAL.COM  
(310) 981-2022

May 10, 2016

South Orange County Community College District  
David Bugay  
Vice Chancellor of Human Resources  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: *Agreement for Special Services*

Dear Valued Client:


Thank you for giving Liebert Cassidy Whitmore the opportunity to provide legal services to your college. You are truly a valued client and it is our mission to continue to provide you with the very best and most cost effective legal representation possible.

In a gradually improving labor market, the competition for legal talent continues to increase. In order to retain our outstanding attorneys, we are raising our rates effective July 1, 2016. A schedule of rates is attached.

Exceptional counsel saves time and money and leads to successful results. We are confident that these new rates will allow us to continue to deliver the best possible legal services. If you have any questions regarding this notice, or any other matter involving our Legal Services Agreement, please do not hesitate to contact me directly.

Sincerely,

LIEBERT CASSIDY WHITMORE



J. Scott Tiedemann  
Managing Partner

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("District").

**1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

**2. Attorney's Services**

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

**3. Fees, Costs, Expenses**

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from One Hundred Ninety to Two Hundred Ninety-Five Dollars (\$190.00 - \$295.00), and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) for time of paraprofessional and litigation support staff (Exhibit 1). Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification with a minimum of 60 days advance notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in

minimum units of one-tenth of an hour. Rate increases that would exceed the agreed fee schedule range within this contract would require an amended executed contract.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule (Exhibit 1) is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

**Disputes.** If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of



professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.**

**5. File Retention**

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

**6. Assignment**

**This Agreement is not assignable without the written consent of District.**

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective July 1, 2014, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE  
DISTRICT

By: [Signature]

By: [Signature]

Name: J. Scott Tidemann

Name: Debra L. Fitzsimons

Title: Managing partner

Title: Vice Chancellor, Business Services

Date: 6/19/14

Date: 6/24/14

**Exhibit 1.**

**I. PUBLIC AGENCY FEE SCHEDULE**

**Hourly Rates (As of Agreement Effective Date)**

<b>Partners</b>	<b>\$295.00</b>
<b>Of Counsel</b>	<b>\$275.00</b>
<b>Associates</b>	<b>\$190.00 - \$255.00</b>
<b>Paraprofessionals &amp; Litigation Support</b>	<b>\$75.00 - \$150.00</b>

**II COST SCHEDULE**

<b>1. Photocopies</b>	<b>\$0.15 per copy</b>
<b>2. Facsimile Transmittal</b>	<b>\$0.50 per page</b>

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

---

**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

### TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
ACCT Governance Leadership Institute ACCT Headquarters Washington, DC	8/1-3 (2*)	\$2,925**		
CCLC Student Trustees Workshop SFO DoubleTree Hotel Burlingame, CA	8/12-14 (2*)	\$1,310**		

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

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

Item Submitted By: *Gary L. Poertner, Chancellor*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No.16-17 to Amend  
FY 2015-2016 Adopted Budget

**ACTION:** Approval

## **BACKGROUND**

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

## **STATUS**

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

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

### **General Fund**

2015/2016 Basic Skills at Irvine Valley College	(\$2,987)
2015/2016 Basic Skills at Saddleback College	\$34,046
Board Financial Assistance Program (BFAP) at Irvine Valley College	\$5,000
Board Financial Assistance Program (BFAP) at Saddleback College	\$5,000
C-Stem (RSCCD) at Irvine Valley College	\$20,000
Foster and Kinship Care Education at Saddleback College	\$2,561
Full-time Student Success Grant (FTSSG) at Irvine Valley College	\$82,878
Instructional Material Fees (Restricted) at Saddleback College	\$1,245
Student Equity Plan at Irvine Valley College	\$334,206
Summer Bridge Program (CCCD) at Irvine Valley College	\$49,829
Summer Bridge Program (RSCCD) at Irvine Valley College	\$11,180
Temporary Assistance for Needy Families (TANF) at Saddleback College	(\$450)
Total Increase to the General Fund	<u><u>\$542,508</u></u>

### **Total Budget Amendment**

\$542,508

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-17 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION 16-17**

June 27, 2016

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$542,508 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

**General Fund**

<b><u>Account</u></b>	<b><u>Income Source</u></b>	<b><u>Amount</u></b>
8100	Federal Revenue	(\$450)
8600	State Revenue	\$480,704
8800	Local Revenue	\$62,254
		<b><u>\$542,508</u></b>

<b><u>Account</u></b>	<b><u>Expenditure Description</u></b>	<b><u>Amount</u></b>
1000	Academic Salaries	\$37,163
2000	Classified Salaries	\$38,871
3000	Fringe Benefits	\$6,964
4000	Books and Supplies	\$10,228
5000	Other Operating Expenses and Services	\$362,404
6000	Capital Outlay	\$4,000
7000	Other Outgoing	\$82,878
		<b><u>\$542,508</u></b>

<b>Total Budget Amendment</b>	<b><u>\$542,508</u></b>
-------------------------------	-------------------------





**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract for Business Analysis and Project Management Services, I3 Solutions

**ACTION:** Approval

---

### **BACKGROUND**

To support IT projects from July 2016 through June 2017, the District is in need of expertise in the area of project management. I3 Solutions provides these services and is familiar with SOCCCD's IT infrastructure projects, research technology projects and development efforts.

### **STATUS**

District IT is proposing that I3 Solutions assist in the analysis and project management of infrastructure and research related projects including the district-wide firewall refresh, SharePoint upgrade, and faculty, staff email upgrade, and other IT projects. The professional fees for these services will be based on time spent at a rate of \$70 per hour not to exceed \$135,000 (EXHIBIT A).

Funding for these technology services is partially available through existing general funds and partially contingent on board approval of funding for the FY 2016-2017 District-wide technology basic aid projects.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement with I3 Solutions, for an amount not to exceed \$135,000 for July 1, 2016 through June 30, 2017.

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



**INDEPENDENT CONTRACTOR AGREEMENT**

(short form)

This Agreement is made and entered into this 28<sup>th</sup> day of June, 2016 between: Supplier Contract No \_\_\_\_\_  
**South Orange County Community College District**  
28000 Marguerite Parkway, Mission Viejo, California 92692-3635  
Telephone (949) 582-4664

hereinafter called District, and

**Contractor Name** i3 Solutions

**Contractor Phone / Fax** 949-400-9065

**Contractor Address** 24902 Overland Drive, Laguna Hills, CA 92653


hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:  
**Perform analysis and project management of the Network Refresh and Network Security projects. Additional work will be performed assisting with SIS and performing project management for infrastructure projects. Participate in design teams for upcoming projects.**
2. The Agreement shall be effective from **07/01/16 to 06/30/17** and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor **\$70.00 per hour, not to exceed \$135,000.00**. The District will not pay any expenses of the Contractor except as follows: N/A. The total amount payable by the District shall not exceed \$135,000.00. Upon completion of the services and upon a semi-monthly signed invoice acceptable to the District and approved by IT Director, Jeff Dorsz or Director of Research and Planning, Denice Inciong, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the 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.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

**Contractor**

**South Orange County Community College District**

Signature:   
Print Name: Iden Sadeghieh

Signature: \_\_\_\_\_  
Print Name: Dr. Debra L. Fitzsimons

Title: Consultant

Title: Vice Chancellor, Business Services 949 582-4664

Date: **MAY 23 2016**

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

Contact Person: Iden Sadeghieh

College Contact Person: \_\_\_\_\_

Contact Person Phone / Email: 949-400-9065

College Contact Person Phone / Email: \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract with JB Technology Consulting, LLC for Information Technology Services

**ACTION:** Approval

---

### **BACKGROUND**

Contingent on board approval of funds, District IT will perform a faculty and staff email infrastructure upgrade in the FY 2016-2017. Assistance with this project and an ongoing District IT back office automation project is required.

### **STATUS**

District IT is proposing that JB Technology Consulting, LLC provide contract services to assist with multiple District IT projects including the faculty and staff email upgrade and continuation of District IT back office automation.

The professional fees for these services will be based on time spent at a rate of \$85 per hour and an amount not to exceed \$171,360.

Funding for these technology services is partially available through existing general funds and partially contingent on board approval of funding for the FY 2016-2017 District-wide technology basic aid projects.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement with JB Technology Consulting, LLC for an amount not to exceed \$171,360, for July 1, 2016 through June 30, 2017.

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



**INDEPENDENT CONTRACTOR AGREEMENT**

(short form)

This Agreement is made and entered into this 28<sup>th</sup> day of June, 2016 between: **Supplier Contract No \_\_\_\_\_**  
**South Orange County Community College District**  
 28000 Marguerite Parkway, Mission Viejo, California 92692-3635  
 Telephone (949) 582-4664

hereinafter called District, and

**Contractor Name** JB Technology Consulting, LLC

**Contractor Phone / Fax** 562-234-0291

**Contractor Address** 12716 Saratoga Springs Circle, Fort Worth, TX 76244

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:  
**Network Engineer (NE) services in support of PowerShell, Microsoft Exchange, and other infrastructure projects.**
2. The Agreement shall be effective from **07/01/16 to 06/30/17** and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor **\$85.00 per hour for NE, not to exceed \$171,360.00**. The District will not pay any expenses of the Contractor except as follows: N/A. The total amount payable by the District shall not exceed \$171,360.00. Upon completion of the services and upon a monthly signed invoice acceptable to the District and approved by IT Director, Infrastructure and Security, Jeff Dorsz, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the 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.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

**Contractor**

**South Orange County Community College District**

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

Print Name: Jonathan Byers

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

Print Name: Dr. Debra L. Fitzsimons

Title: CEO

Title: Vice Chancellor, Business Services 949 582-4664

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

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

Contact Person: Jonathan Byers

College Contact Person: \_\_\_\_\_

Contact Person Phone / Email: 562-234-0291  
 Jbyers890@socccd.edu

College Contact Person Phone / Email: \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contracts with Blackboard and the Foundation for California Community Colleges

**ACTION:** Approval

## **BACKGROUND**

Blackboard provides several critical services to the colleges including the *Blackboard LMS* (Learning Management System – used to support distance education classes and a supplement to traditional classes), *Blackboard Mobile* (college mobile apps and mobile access to the LMS server), *Blackboard Community Engagement (expands core functionality of the LMS)*, *Hosting Infrastructure* (hosting of multiple servers and technical support), and *Blackboard Student Services* (a 7x24 help desk for students).

The Blackboard LMS and Student Services contracts are negotiated through the Foundation for California Community Colleges which provides the district a discount.

## **STATUS**

These services require a regular renewal. The FY 2016-2017 district-wide cost for each service is as follows:

Service	Exhibit	Contract Term	Annual Contract Cost
Blackboard Connect	A	1 year	\$68,000.00
Blackboard Mobile , Community Engagement and Hosting Infrastructure	B	2 years	\$166,822.00
Blackboard LMS License & Hosting (cost per year)	C	2 years	\$88,014.00
Blackboard Student Services	D	1 year	\$65,792.77

Funding for these services will be provided by the college budgets using the standard FTES ratio.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreements, EXHIBITS A and B with Blackboard and EXHIBITS C and D with the Foundation for California Community Colleges, for a total amount not to exceed \$400,000.00 for July 1, 2016 through June 30, 2017.

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

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard Inc.  
 650 Massachusetts Ave., NW  
 6th Floor  
 Washington DC 20001  
 USA

Phone: (202) 463-4860 X2721  
 Fax : (202) 318-2619  
 Federal ID # 52-2081178

**Send Purchase Order to**

Blackboard Finance Operations  
 650 Massachusetts Avenue NW, 6th Floor  
 Washington, DC 20001 USA  
 Fax: (202) 318-2619  
 FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

**Client Contact Information**

South Orange County Community College District  
 28000 Marguerite Parkway  
 Mission Viejo CA 92692-3635  
 USA

**Client ID:** 100980

**Renewal Notice Date:** April 18, 2016

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal Item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

**Renewal ID:** Bb-141448

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
40000	BC-STND	Blackboard Connect Unlimited Emergency and Outreach Messaging Service Per Recipient License Fee	07/01/2016	06/30/2017	68,000.00
<b><u>Renewal Amount (USD)</u></b>					68,000.00

Proprietary and Confidential

VOID IF EXECUTED AFTER: June 30, 2016  
CUSTOMER: South Orange County Community College District



This Blackboard Order Form (“Order Form”) by and between Blackboard (as defined below) and South Orange County Community College District (“Customer”) details the terms of Customer’s use of the products and services set forth below (“Product and Pricing Summary”). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Product and Pricing Summary**

QTY	Product Name	Product or Service Description	2016 Renewal Term Fees (USD) 7/1/16-6/30/17	2016 Renewal Term Fees (USD) 7/1/17-6/30/18
1	MOB-BNDL-P	Mobile Central/Mobile Learn – 15,001-25,000 FTE	\$ 29,911.30	\$ 29,911.30
1	AS-HST-BNDWI	Blackboard Managed Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-STG	Blackboard Managed Hosting Staging Environment	\$ 5,744.84	\$ 5,744.84
1	AS-HST-ADDSVU	Blackboard Managed Hosting Additional Service Unit – add 7,500 active users, 100 GB, 1 Mpbs	\$ 16,593.93	\$ 16,593.93
1	AS-HST-ADDSVU	Blackboard Managed Hosting Additional Service Unit – add 7,500 active users, 100 GB, 1 Mpbs	\$ 12,674.85	\$ 12,674.85
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-ASPCH	Blackboard Managed Hosting Complex Hosting Manager	\$ 27,313.52	\$ 27,313.52
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-CM	Blackboard Community Engagement	\$ 19,595.05	\$ 19,595.05
1	AS-HST-ADDSVU	Blackboard Managed Hosting Additional Service Unit – add 7,500 active users, 100GB, 1 Mpbs	\$ 12,674.85	\$ 12,674.85
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-STOR500GB	Blackboard Managed Hosting Storage 500GB	\$ 12,263.21	\$ 12,263.21
1	AS-HST-STOR500GB	Blackboard Managed Hosting Storage 500GB	\$ 3,241.61	\$ 3,241.61
1	AS-HST-STOR1TB	Blackboard Managed Hosting Storage 1TB	\$ 4,297.70	\$ 4,297.70
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-ADDSVU	Blackboard Managed Hosting Additional Service Unit – add 7,500 active users, 100GB, 1 Mpbs	\$ 15,221.82	\$ 15,221.82
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-ICMDATAMGR	ICM for Data Manager Tool – Locally Hosted	\$ 1,372.11	\$ 1,372.11
1	AS-HST-BNDWI	Blackboard Managed Hosting Bandwidth 1 MBPS	\$ 0.00	\$ 0.00
1	AS-HST-TEST	Blackboard Managed Hosting Test Environment	\$ 5,917.22	\$ 5,917.22
<b>TOTAL:</b>			<b>\$ 166,822.00</b>	<b>\$ 166,822.00</b>

DESIGNATED SERVER SITE: Hosted by Blackboard.

**B. Term**

1. **2016 Renewal Term:** Unless otherwise specified in the Product or Service Description above, the 2016 Renewal Term shall be two (2) years following the Effective Date.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a “Renewal Term”) after the expiration of the 2016 Renewal Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the 2016 Renewal Term or Renewal Term, as applicable.
3. **Effective Date:** As indicated in the Pricing Summary above.

**C. Payment Terms**

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

**D. Special Provisions**

1. 1. Blackboard Managed Hosting total storage and bandwidth shall be as follows:
- o 1TB Storage
  - o 7,500 Users
  - o 12 Mbps Bandwidth

Customer: South Orange County Community College District
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature BILL JONES
Name ASSOCIATE GENERAL COUNSEL
Title
Date

If Customer previously purchased Products and/or Services with Blackboard, unless expressly stated in the Order Form of this Agreement, Customer's prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form above.





## Blackboard Renewal Form 2016-18

 College Name: South Orange County Community College District
**Primary Contact:**
**Secondary Contact (optional):**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

New discounts are now available with Blackboard to include 24/7 IT Help Desk Services,  
 Connect 2-way SMS and Mobile Solutions.

For more information, please contact Brad Mauro [brad.mauro@blackboard.com](mailto:brad.mauro@blackboard.com)

### 2016-2018 Blackboard License Renewal Pricing Summary

Product Type	Price with FCCC Discount
COURSE DELIV HENA 15-25K	\$34,523
CUSTOM AUTHENT ICM -MH	\$1,250
DATA INTEGRATION ICM -MH	\$2,250
HOSTING CD HENA < 8K	\$26,280
HST STAGING SERVER	\$17,236
HOSTING RMAN BACKUP	\$6,366
License Total Due 16-17	\$88,014
Product Type	Price with FCCC Discount
COURSE DELIV HENA 15-25K	\$34,523
CUSTOM AUTHENT ICM -MH	\$1,250
DATA INTEGRATION ICM -MH	\$2,250
HOSTING CD HENA < 8K	\$26,280
HST STAGING SERVER	\$17,236
HOSTING RMAN BACKUP	\$6,366
License Total Due 17-18	\$88,014

 Please Enter your FTE Band: 

Blackboard and the Foundation for California Community Colleges will continue to offer an agreement that will allow California Community Colleges to take advantage of discounts off current pricing and have visibility into costs over the next two years. By signing below you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Software License Agreement and are making a **TWO (2)** year commitment to your Blackboard License renewal. In addition, your signature serves as purchase commitment for your institution.

**PO Attached:**    Yes / No

**PO #:** \_\_\_\_\_

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

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

 Return to: Foundation for California Community Colleges - CollegeBuys, 1102 Q Street, Suite 3500,  
 Sacramento, CA 95811 or Fax: 916-325-0844

 Contact: Jorge Burwick / 916-325-8561 / [jburwick@foundationccc.org](mailto:jburwick@foundationccc.org)



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

1102 Q Street, Suite 4800  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

<b>Quote</b>	Q9000435
<b>Date</b>	4/29/2016
<b>Page</b>	1

**Bill To:**

South Orange County CCD  
28000 Marguerite Pkwy  
Mission Viejo CA 92692

Purchase Order No.	Customer ID	Payment Terms	Item Number	Description	Quantity	Discount	Unit Price	Ext. Price
	436CCD	Net 30	PRESIDIUM	Presidium License License Period July 1, 2016 to June 30, 2017	1	\$0.00	\$65,792.77	\$65,792.77

<b>Subtotal</b>	\$65,792.77
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$65,792.77

# Blackboard Student Services

California Community Colleges Consortium

Brought to you by the Foundation for California Community Colleges

<b>College Name</b>	South Orange CCD		
<b>Primary Contact</b>		<b>Secondary Contact</b>	
Name	Jeff Dorsz	Name	
Title	Director of IT and Security	Title	
Email	jdorsz@socccd.edu	Email	
Phone		Phone	
<b>Foundation Information</b>			
Quoted By	Jorge Burwick	Quote Date	
Title	Program Coordinator	Phone	916-325-8561
Email	<a href="mailto:jburwick@foundationccc.org">jburwick@foundationccc.org</a>		

Blackboard Student Services Managed Contact Center Solutions for Customer will include:

### Support Portal and Knowledge Base:

Offering a fully hosted, web-based knowledge base designed to encourage self-service and empower users to maximize the value of their Blackboard Student Services teaching and learning environment.

- The Blackboard Student Services Knowledge Base allows for customized branding and generally integrates within and throughout commercial and open source Learning Management Systems
- Link directly to the Blackboard Student Services Knowledge Base from the login page, or directly from a course by clicking on the “help” icon
- The Blackboard Student Services knowledge base is searchable, customizable, and fully managed by a dedicated Blackboard Student Services account manager
- Includes knowledge base articles, tip sheets, and animated tutorials
- For purposes of this Agreement, minimal customizations in 4 areas will be made available: and additional customizations are available for an additional set fee.  
Password Reset Procedures\ Branding of the portal  
Other areas to be determined by customer and Blackboard Student Services

### Realtime eChat:

- The realtime eChat provides a direct, chat-based messaging link to a certified Blackboard Student Services support representative; through the real time chat engine users may interact directly with a support representative 24/7/365.
- Provide users with a detailed chat transcript after each session
- Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chat-based and phone-based inquiries.

### Toll Free Phone-based Support:

- The operation will be fully staffed and available for both campus-based and distance learners 24/7/365.
- Customized Branding - Privately Branded scripting and messaging will provide a seamless experience for users and administrators
- Strict Service Level Management Approach

### Please sign this form, and submit with your Purchase Order (PO)

Electronically by email to Jorge Burwick, [jburwick@foundationccc.org](mailto:jburwick@foundationccc.org) OR

By Mail: Foundation for California Community Colleges, Attn: CollegeBuys, Jorge Burwick, 1102 Q Street, Suite 4800 Sacramento CA 95811

- Detailed monthly reports providing number and type of service requests, as well as depth of usage within each of the application subsystems (i.e., gradebook, assessments, virtual classroom)
- Based on type and nature of inbound calls, Blackboard Student Services will make recommended approaches for managing the Customer Knowledge Base
- Platinum level support and Tier 1 interaction level

**2. Additional Upgrade Options** Colleges will have the option to upgrade their services provided by Blackboard Student Services.

**Course Management System Upgrade Options: Privately Branded Fully Customizable Portal Seats in a shared ticketing System**

**Additional Support Upgrade Option** Should a participating college request Blackboard Student Services to provide support for additional information technology applications. Blackboard Student Services and the college will determine the volume associated with supporting the application. A schedule will be completed with the volume and applications to be supported.

- Platinum Level Support - add

**3. Methods of Accessing Support**

The Support Service will include knowledge base, chat-based and phone-based support for all named students and faculty members. It is expected that international users will rely on chat-based support and knowledge-base tools.

**4. Support Availability**

Support will be available to faculty and students 24/7/365.**NOTE:** Blackboard Student Services shall use best efforts to make the Support Applications and Support Solutions available to Customer. Notwithstanding, however, from time to time, it may be necessary to provide scheduled maintenance and upgrades to various components of the Support Applications and other technologies used in providing the Support Solutions. In such circumstances, there may be periodic downtime which Blackboard Student Services will use its best efforts to schedule during non-busy time periods.

**5. Monthly Reporting**

Included in the support package are monthly reports outlining all incidents received during the period categorized by severity and affected application area. This information will be useful in adjusting certain program aspects to reduce the number of end-user problems in future months.

**6. Service Level Agreement & Pricing Assumptions:**

Blackboard Student Services' Managed Contact Center solutions include a service level warranty to ensure timely resolution of issues and response times, as follows:

Live Phone Average Speed to Answer Guarantee: under 3 Minutes, measured on a quarterly basis.

Upon notice to Customer or by Customer of Blackboard Student Services' failure to perform against stated service levels, Blackboard Student Services will have ten (10) days to remedy such failure(s). Upon the second notification for failure to perform for a stated monthly term, Blackboard Student Services shall have 3 business days to remedy and will apply a 10% credit of the call center operations fees for the current quarterly term to the Client's next invoice, if any.

**Please sign this form, and submit with your Purchase Order (PO)**

Electronically by email to Jorge Burwick, [jburwick@foundationccc.org](mailto:jburwick@foundationccc.org) OR

By Mail: Foundation for California Community Colleges, Attn: CollegeBuys, Jorge Burwick, 1102 Q Street, Suite 4800 Sacramento CA 95811

**South Orange CCD (Quote)**

**Term: July 1, 2016 – June 30, 2017**

Project/Account Management	\$ 11,686.87
Service Desk Infrastructure	\$ 9,739.06
Service Desk Operations	\$ 22,724.48
Self Service Portal	\$ 10,821.18
Customized SVCS - FTE	\$ 10,821.18
<b>TOTAL</b>	<b>\$ 65,792.77</b>

By signing below, you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Student Services License Agreement. In addition, your signature serves as the purchase commitment for your institution.

<b>Signature:</b>
<b>Print Name:</b>
<b>Date:</b>

Please submit Purchase Order (PO) electronically to Jorge Burwick, via email: [jburwick@foundationccc.org](mailto:jburwick@foundationccc.org)

OR

By mail, to the address below:

Foundation for California Community Colleges  
Attn: CollegeBuys, Jorge Burwick  
1102 Q Street, Suite 4800  
Sacramento CA 95811

**Please sign this form, and submit with your Purchase Order (PO)**

Electronically by email to Jorge Burwick, [jburwick@foundationccc.org](mailto:jburwick@foundationccc.org) OR

By Mail: Foundation for California Community Colleges, Attn: CollegeBuys, Jorge Burwick, 1102 Q Street, Suite 4800  
Sacramento CA 95811

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract for Information Technology Consultancy Services, Gartner, Inc.

**ACTION:** Approval

---

**BACKGROUND**

Gartner, Inc. is the world's leading information technology (IT) consultancy. District Information Technology utilizes Gartner, Inc. for its extensive research library, reviews of technology contracts, phone calls with technical experts, and to augment technology procurement processes.

**STATUS**

District Services IT staff recommends the renewal of the Gartner, Inc. service agreement (EXHIBIT A) for a three year term, FY 2016-2019, for an agreement total of \$156,567.

Funds for this license renewal are available from board-approved basic aid project funding.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the three year contract renewal, FY 2016-2019, with Gartner, Inc., for information technology consultancy services for a total agreement amount of \$156,567.

**Gartner, Inc. Service Agreement for SOUTH ORANGE COMM COLL DISTRICT (“Client”)**

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Client of 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635 (“Client”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

**1. DEFINITIONS AND ORDER SCHEDULE:**

*Services* are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

*Service Descriptions* describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee</u>	<u>Total Fee</u>
Gartner for IT Leaders Workgroup	Essentials Leader	1	Robert Bramucci	01-JUL-2016	30-JUN-2017		
Gartner for IT Leaders Workgroup	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston	01-JUL-2016	30-JUN-2017		
					<b>Term Subtotal</b>		<b>\$50,977.00</b>
Gartner for IT Leaders Workgroup	Essentials Leader	1	Robert Bramucci	01-JUL-2017	30-JUN-2018		
Gartner for IT Leaders Workgroup	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston	01-JUL-2017	30-JUN-2018		
					<b>Term Subtotal</b>		<b>\$52,507.00</b>
Gartner for IT Leaders Workgroup	Essentials Leader	1	Robert Bramucci	01-JUL-2018	30-JUN-2019		
Gartner for IT Leaders Workgroup	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston	01-JUL-2018	30-JUN-2019		
					<b>Term Subtotal</b>		<b>\$54,083.00</b>
				<b>Total Services:</b>	(Excluding applicable sales tax)		<b>\$157,567.00</b>

1-34GEZ6V 1612

**2. SERVICE DESCRIPTIONS:**

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Workgroup Essentials Leader	<a href="http://www.gartner.com/it/sd/sd_itl_advisor_wg_essentials.pdf">http://www.gartner.com/it/sd/sd_itl_advisor_wg_essentials.pdf</a>
Gartner for IT Leaders Workgroup Essentials Member	<a href="http://www.gartner.com/it/sd/sd_itl_advisor_wg_essentials_addon.pdf">http://www.gartner.com/it/sd/sd_itl_advisor_wg_essentials_addon.pdf</a>

**3. PAYMENT TERMS**

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("**PO**") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.



**4. CLIENT BILLING INFORMATION**

\_\_\_\_\_  
*Purchase Order Number*

\_\_\_\_\_  
*Billing Address*

\_\_\_\_\_  
*Invoice Recipient Name*

\_\_\_\_\_  
*Invoice Recipient Email*

\_\_\_\_\_  
*Invoice Recipient Tel. No.*

**5. AUTHORIZATION**

**Client:**

**Gartner, Inc.**

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Print Name and Title*

## General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Usage Guidelines for Gartner Services* (“**Guidelines**”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

### 5. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4 and 5 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Bid No. 330D for District-Wide Bottled Water Services, DS Services of America, Inc.

**ACTION:** Approval

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**BACKGROUND**

The current three year agreement for bottled water delivery and cooler rental for Saddleback College, Irvine Valley College, and ATEP campuses expires on June 30, 2016. The colleges desire to continue receiving bottled water services.

**STATUS**

On May 10 and May 16, 2016, SOCCCD ran a newspaper advertisement for consideration of District-Wide Bottled Water Services for Saddleback College, Irvine Valley College, and ATEP campuses. Additional marketing efforts included placing a copy of the Requests for Proposals on the district's website and notifying firms known to provide these services.

On May 24, 2016, two bids (EXHIBIT A) were received. District staff evaluated the submittals and recommend DS Services of America, Inc. as the provider for district-wide bottled water services and associated cooler rental. Total cost shall not exceed \$40,000 per year, for a contract total not to exceed \$120,000.

Funding is available in each of the colleges' general funds for FY 2016-2017 through FY 2018-2019.

**RECOMMENDATION**

The Chancellor recommends the Board of Trustees approve the award of Bid No. 330D, for District-Wide Bottled Water Services for Saddleback College, Irvine Valley College and ATEP campuses from July 1, 2016 to June 20, 2019 to DS Services of America, Inc. (EXHIBIT C) for a not to exceed value of \$40,000 per year, for a not to exceed contract total of not to exceed \$120,000.

**BID NO. 330D**

**District-Wide Bottled Water Services  
South Orange County Community College District**

**June 27, 2016**

<b><u>COMPANY NAME</u></b>	<b><u>CITY, STATE</u></b>	<b><u>AMOUNT</u></b>
<b>*DS Services of America, Inc.</b>	<b>Atlanta, GA</b>	<b>\$3.29 Per Bottle \$0.99 Monthly Cooler Rental Cost</b>
<b>Nestle Water of North America</b>	<b>Orange, CA</b>	<b>\$4.59 Per Bottle \$3.99 Monthly Cooler Rental Cost</b>

**\*Lowest responsive, responsible bidder**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2016 between:  
**South Orange County Community College District**  
**28000 Marguerite Parkway**  
**Mission Viejo, California 92692-3635**  
**Telephone (949) 582-4664**

Requisition No. \_\_\_\_\_

**Contractor Name DS Services of America, Inc.**  
**Contractor Address 2300 Windy Ridge Parkway S.E., Suite 500, Atlanta, GA**

Hereinafter called CONTRACTOR.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be effective from July 1, 2016 to June 30, 2019 and may be modified by mutual agreement of the parties. The DISTRICT shall have the discretion to terminate this contract by providing CONTRACTOR 30 days prior written notice.

The CONTRACTOR shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:

**On campus delivery of bottled water and coolers.**

2. The DISTRICT will pay expenses in the amount of **\$3.29 per bottle and \$0.99 monthly rental per cooler**. The total contract amount will not exceed \$120,000 (\$40,000 per year, including expenses). Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by Accounts Payable, payment will be made.
3. The DISTRICT shall not be liable to the CONTRACTOR for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
4. While performing service hereunder, the CONTRACTOR is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College, Irvine Valley College and ATEP.
5. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

<b>Contractor</b>	<b>South Orange County Community College District</b>
Signature: _____	Signature: _____
By: _____	By: Dr. Debra L. Fitzsimons
Title: _____	Title: Vice Chancellor, Business Services
Date: _____	Date: _____
Contact Person: _____	College Contact Person: _____

**TO:** Board of Trustees

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

**RE:** SOCCCD: Agreement for Real Estate Services, ATEP Site Development

**ACTION:** Approval

---

### **BACKGROUND**

On August 30, 2010, the Board of Trustees approved an agreement with CB Richard Ellis, Inc., for real estate services to support the development of the ATEP Site. With extensions exhausted on the contract, the District advertised for Request for Proposals (EXHIBIT A) and received responses from three firms. The three firms are: CB Richard Ellis, Inc.; JLL; and NAI Capital. All three firm's submissions were evaluated and interviews were completed on June 14, 2016.

Based on the proposals submitted, and the subsequent interviews, the firm of NAI Capital is recommended for approval. District staff and legal counsel is completing the contract negotiations with NAI Capital. The contract form is included in EXHIBIT B to be finalized over the next week. The brokerage services contract will be for a period of five years and includes a marketing budget of up to \$30,000 per year to support project development for a total not to exceed of \$150,000.

### **STATUS**

On June 14, 2016 interviews were completed with the three firms, CB Richard Ellis, Inc., JLL and NAI Capital. The selection committee determined that the best qualified brokerage services team was from the firm NAI Capital, located in Irvine, CA (EXHIBIT C).

Staff recommend the use of NAI Capital to perform real estate and brokerage services for a five year period with a marketing budget not to exceed amount of \$150,000. Basic aid funds are available for this service.

### **RECOMMENDATION**

The Chancellor recommends the Board of Trustees approve the form of the Brokerage Services Agreement (EXHIBIT B) and to authorize the vice chancellor of business services to finalize the contract and execute it.

**REQUEST FOR QUALIFICATIONS AND PROPOSALS – BROKERAGE SERVICES, ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP)**

South Orange County Community College District (SOCCCD) is inviting submittals from qualified individuals, partnerships, corporations, associations, or professional organizations (Broker) to provide real estate brokerage services to SOCCCD for the 61.4-acre Advanced Technology and Education Park. Evaluation will result in an Agreement to provide real estate brokerage services to SOCCCD beginning July 1, 2016.

If you would like to submit a response to this Request for Qualifications and Proposals (RFQ&P), please send seven (7) hard copies and one (1) electronic copy of requested materials to:

**South Orange County Community College District  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: John Edwards**

Questions regarding this RFQ&P may be directed to John Edwards, Director of Site Development, at (949) 348-6071 or via email at [jedwards@socccd.edu](mailto:jedwards@socccd.edu).

SOCCCD may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on SOCCCD bid website at [www.socccd.edu](http://www.socccd.edu). Brokers/Individuals (Broker) may confirm an interest in providing a submittal by emailing John Edwards, [jedwards@socccd.edu](mailto:jedwards@socccd.edu). Acknowledging Brokers will receive a response email with addenda information if any is provided.

**All responses must be received by mail, recognized carrier or hand delivered by**

**April 7, 2016, 2:00 P.M.**

## INTRODUCTION

South Orange County Community College District seeks to procure professional brokerage services (Broker) to market and perform standard real estate brokerage services for the Advanced Technology and Education Park (ATEP) site. The ATEP site consists of 61.4 acres of land which is a part of the Tustin Legacy Development Area near the intersection of Red Hill and Valencia. It is designated as a mixed use site consisting of both commercial and educational components. The negotiated contract is expected to be for a two year duration, with up to three, one-year options for renewal. The Broker will work with the ATEP Partner Team to:

Provide an overall market analysis of competitive projects including rent comps.

Provide a detailed marketing plan for the ATEP site.

Develop marketing materials including brochures and other collateral pieces and a plan for distributing materials to the market.

Develop a Website to facilitate leasing and promote awareness of ATEP opportunities. Include any plans for search engine optimization or other marketing strategies to drive traffic to the website and increase awareness for partnership opportunities.

Conduct “cold calling” of potential tenant/partners.

Provide monthly reporting including tenants/partners contacted, broker inquiries, market comps, trends, vacancy reports, etc.

Initiate and maintain relationships with other cooperating brokers to promote ATEP and the opportunities for their clients.

Work closely with SOCCCD from initial interest through the ground lease negotiation with potential tenant/partners.

SOCCCD is requesting qualification statements and proposals from Brokers with a proven track record and who have an understanding of Higher Education and/or Education Technology Research Parks. At a minimum, the Broker will have at least ten years’ experience performing commercial brokerages services in southern California and experience providing brokerage services to educational owners and users.

It is the intent of this RFQ&P to establish the specifications, terms and conditions governing the proposal and evaluation process.

## BACKGROUND:

The District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and ATEP.



Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 39,000 students each year.

Irvine Valley College (IVC), located in Irvine, was founded in 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. Irvine Valley College is approximately 100 acres and serves over 14,000 students each year.

ATEP opened its doors to students in 2007 and is a 61.4 acre site on the former MCAS Tustin.

The ATEP site is being developed under the ATEP Development Framework, adopted by the SOCCCD Board of Trustees on June 22, 2015. ATEP site development by the District is also guided by the Development Agreement of 2013 between the City of Tustin and SOCCCD, as amended. The brokerage agreement will be an Exclusive Lease Listing Agreement intended to allow the broker to market the site to “suitable educational and commercial partners” in the form of land leases. The determination of “suitable education and commercial partners” is made by SOCCCD and the City of Tustin.

The ATEP Development Agreement provides for the potential development of up to 1.8 million square feet of educational use or a combination of education and commercial uses totaling approximately 1 million square feet on the 61.4 acre site. In alignment with the agreements between the City of Tustin and SOCCCD, the land will be conveyed through long-term land leases of 40-99 years. The outright sale of any parcel is not permitted under the agreements between the City of Tustin and SOCCCD. Consideration for the long-term land leases may be in the form of an up-front lump sum payment (similar to a fee sale) or a more typical periodic payment structure with escalation over the lease term.

## SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and format specified in this RFQ&P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Brokers will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to John Edwards via email at [jedwards@socccd.edu](mailto:jedwards@socccd.edu) with the subject line indicating “Question(s) for ATEP Brokerage Services RFQ&P”. If questions are submitted after the deadline, they will not be answered and Brokers must provide a submittal using the information in the RFQ&P and any addenda provided.

### Request for Qualification & Proposals Submittal Schedule

RFQ&P - 1<sup>st</sup> Advertisement

March 10, 2016

RFQ&P - 2 <sup>nd</sup> Advertisement	March 17, 2016
Deadline email confirmation of interest	March 24, 2016
Deadline for written questions	March 31, 2016
Last addendum	April 1, 2016
<b>Deadline for RFQ&amp;P Submittal</b>	<b>April 7, 2016</b>
Interviews	April 29, 2016
Contract Negotiation	May 2 - 20, 2016
Board Meeting - Approval	June 27, 2016
Contract Execution	July 1, 2016

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Brokers are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ&P title, Broker's name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

**Late submittals will be returned to the Broker without evaluation and Broker will not qualify for consideration.** It is the Broker's responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

#### SCOPE OF WORK

**Services.** The Broker will provide professional marketing and leasing services and will be responsible for providing a market analysis of the site, marketing to and prospecting of potential ground lessees, and may coordinate with SOCCCD's team in negotiating ground lease agreements with tenants brought to it by or through the Broker.

The following are typical deliverables anticipated in the partnership between SOCCCD and the selected Broker:

1. Perform a Market Analysis – Prepare a report for SOCCCD describing the market, competitive properties and relevant market data. The report should include a detailed description of market parameters agreed upon between SOCCCD and the Broker market activity including comps of recent transactions of a similar like,

tenants currently in the market and any other pertinent information. The Market Analysis must be provided no later than three weeks after the Listing Agreement is executed.

2. Prepare a Marketing Plan - Working with SOCCCD staff, prepare a marketing plan for the ATEP site covering the first year of activity. The plan should include methods to be used by the Broker to market, promote and advertise ATEP, as well as a plan for prospecting of the site to attract ground lease opportunities. Broker Open Houses should be considered as a part of this marketing plan host at the ATEP site or other appropriate locations. This plan should be made available to SOCCCD within six weeks after the Listing Agreement is executed and updated annually or sooner if determined necessary by SOCCCD.
3. Develop a Current ATEP Website - A marketing website will be developed and linked to SOCCCD webpage for opportunity awareness of the site. The website is required to be maintained in a current status throughout length of the contract and must meet SOCCCD approval including proposed layout and content.
4. Conduct Meetings – Bi-weekly meetings with SOCCCD, the Broker and its consultants will be held, updating the team on prospects and their status, and all current marketing activities and the results. Broker will provide a written Prospect Report at each meeting to keep all team members apprised of prospect status.
5. Presentation Requirements – At least every six months, an executive level presentation will be made to SOCCCD regarding marketing efforts and their results. During these meetings the overall team will determine if course corrections are necessary and assist in determining next steps for marketing activities.

**Schedule.** Brokerage Services are expected to begin following Board approval of the Agreement with the Broker during the May 16, 2016 Board meeting and be in force from July 1, 2016 until June 30, 2018.

**Tasks.** The following are the expected tasks and deliverables associated with the ATEP Brokerage Services:

1. **Task 1: Project Initiation.** Meet with SOCCCD and colleges' project team(s) to develop and finalize a detailed marketing plan and a schedule, (which at a minimum will establish regular meeting and presentation schedules), clarify roles and responsibilities of both staff and consultant teams including the marketing efforts, and include a method to evaluate services.

**A. Deliverables:**

- 1) Meeting notes
- 2) Initial marketing concept plan and schedule
- 3) Roles and Responsibilities Matrix
- 4) Method to evaluate services

2. **Task 2: Research and Planning Phase.** Review available background materials and any other relevant information and create a marketing program for the ATEP site, including but not limited to:
  - A. Review of pertinent materials governing the site development, including the ATEP Development Framework and the Development Agreement between the City of Tustin and the SOCCCD
  - B. Creation of a website
  - C. Creation of a marketing plan and materials
  - D. Deliverables:
    - 1) ATEP Web site
    - 2) ATEP Marketing Plan
3. **Task 3: Implementation.** Based upon comments and information received through Task 2, continue work identified under “**Services**” above.
  - A. Deliverables:
    - 1) Implement ATEP Marketing Plan
    - 2) Bi-weekly Activities Report
    - 3) Bi-weekly meetings with ATEP Project Team
    - 4) Semi-annual executive level presentation
    - 5) Processing clients for ground lease according to the ATEP Partner Ground Lease Process Flow Chart

#### INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Brokers shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 12 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Broker.

“Qualifying Brokers must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format**

**and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.**

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the Broker.
2. **Table of Contents.** A **Table of Contents** of the material contained in the proposal should follow the Cover Letter.
3. **Executive Summary.** The **Executive Summary** should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with South Orange County Community College District. (two page maximum)
  - a. **Note:** Exhibit E, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.
4. **Experience.** Provide any professional registration, certifications and affiliations for the Broker. Describe your experience performing Brokerage Services, specifically working with other community colleges or universities concerning the creation of business and education partnerships. Additionally, detail your experience working in the Orange County commercial market detailing successful development projects supported through completion. Specify which Projects were performed by the personnel recommended for the ATEP Brokerages Services project. Provide contact names and phone numbers for each listed development project.

Briefly describe any interface with associated City, County or appropriate regulatory agencies.

**Financial Standing** - Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

Evidence that the Broker is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

The Broker must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

The Broker must have at least ten years' experience performing brokerage services with relevant experience providing services in Higher Education and/or Education Technology Research Parks.

If the Broker utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

**5. Personnel.** This section of the proposal should establish the ability of the Broker to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:

- a. Number of qualified staff
- b. Identification of any services noted in the Agreement not provided in-house
- c. Identification of proposed sub consultants
- d. All personnel assigned to district projects, employees, sub-consultants or subcontractors must:
  - i. Possess the minimum qualification to perform the services provided
  - ii. Have knowledge and understanding of contract terms and conditions, major services and activities required to perform services provided
  - iii. Have a minimum of three years of directly related experience
  - iv. Have not entered into a subcontract with any consultants who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
- e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to this project. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held, but no more than one page per person.
- f. Brokers must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein

**6. Scope of Work.** The Scope of Work provided describes the expected effort of the Broker; however, the Broker may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)

**7. Services.** Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

- 8. Additional Data.** Provide additional information about the Broker as it may relate to this RFQ&P.
- 9. Professional Fees.** Provide with your proposal one copy of proposed commissions or fees **in a sealed envelope**. The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee-based discussions.

An exclusive brokerage contract will be negotiated which will include commissions, certain approved expense reimbursements, and other standard brokerage considerations. Travel cost from the Broker's place of business including time, overhead and related expenditures shall be incorporated into the commission pricing. The Brokers are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to district locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from the ATEP site. If this circumstance occurs, Broker shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration.

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ&P exhibits may be provided as supplementary information. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

- 10. Client References.** This section of the proposal permits Brokers to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Broker and any sub consultants included in the proposal and shall include:

- a. Project name, location and description
- b. Client contact name
- c. Telephone number
- d. Email address

This section may also include letters of recommendation or testimonials

**11. Certification.** Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ&P (Exhibit A)

Responses to the RFQ&P should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFQ&P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.**

SOCCCD reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Broker from full compliance with all requirements if awarded an Agreement.

The Broker's proposed exclusive listing agreement is to be included with the submittal. The Broker's form of agreement will be subject to negotiation of each of its terms and conditions prior to the award of a contract.

#### BASIS OF AWARD

The evaluation of the Brokerage Services proposal will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The second stage will include a short-listed group of ATEP Brokerage Services Consultants for an interview to present their full understanding of, and responsiveness to, this RFQ&P and their specific experience and approach to the ATEP site.
3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage of the selection process, the ATEP Broker will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of SOCCCD as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, district staff will engage in contract negotiations with selected Broker. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

**Note: By virtue of submission, the proposing Broker declares that all information provided in the Statement of Qualifications is true and correct.**



## MISCELLANEOUS

1. General information about the District may be found at <http://www.socccd.edu>. Recent projects are listed at the “Bids” tab.
2. All submittals shall remain active and valid for ninety days following closing date for receipt. SOCCCD reserves the right to negotiate the scope and cost of any submittal.
3. Selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.
4. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and SOCCCD shall be through the contact information provided above for submitting RFQ&P materials.
5. All materials, except financial information, submitted in response to this RFQ&P shall become the property of SOCCCD and shall be considered a part of Public Record. SOCCCD reserves the option to retain or dispose of all submittals whether selected or rejected.
6. Only written changes to the RFQ&P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor SOCCCD bid page for addenda information.
7. SOCCCD reserves the right to reject any or all responses to this RFQ&P. Any and all costs incurred in preparing and submitting a response to this RFQ&P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
8. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

### FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

**June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

SOCCCD may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on SOCCCD bid website. Brokers/Individuals; all addenda will be posted on the bid website and it is the proposers responsibility to ensure they have obtained and reviewed all addenda.

#### **QUESTIONS FROM POTENTIAL RESPONDENTS**

Questions regarding this RFQ&P may be directed to John Edwards, Director of Site Development, at (949) 348-6071 or via email at [jedwards@socccd.edu](mailto:jedwards@socccd.edu).

SOCCCD may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on SOCCCD bid website. Broker may confirm an interest in providing a submittal by emailing [jedwards@socccd.edu](mailto:jedwards@socccd.edu). Acknowledging Brokers will receive response email with addenda information if any is provided.

#### **Specific Inclusions**

- 1. Exhibit A: Certification – Request for Qualifications**
- 2. Exhibit B: Brokerage Services Agreement Explanation**
- 3. Exhibit C: Brokerage Services – Qualification Matrix**
- 4. Exhibit D: Saddleback College Campus Map & ATEP Development Site**

***Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.***

RFQ&P - Exhibit A

**CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS**

**CERTIFICATION - REQUEST FOR QUALIFICATIONS**

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ&P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, Brokerage or corporation; that the undersigned will contract with SOCCCD to provide these services to SOCCCD in the manner prescribed herein.

I certify that I have read the attached **Request for Qualifications – Brokerage Services** and the instructions for submitting an RFQ&P. I further certify that I am authorized to bind the Broker noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Broker’s submittal in response to this request and that I am authorized to commit the Broker to the submittal.

**I acknowledge the following addenda(s)** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Email**

**Provide Seal here, if Corporation**

Page 13 of 18

**RFQ&P - Exhibit B**

**SOCCCD will work with the selected Broker to create an appropriate Brokerage Services Agreement. This will be accomplished using a modified (as negotiated) standard agreement provided by the selected Broker.**

RFQ&P - Exhibit C

**ATEP BROKERAGE SERVICES – QUALIFICATION MATRIX**

**ATEP Brokerage Services**

**Firm** \_\_\_\_\_  
**Location (City/State)** \_\_\_\_\_

NOTE: Firm to validated quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

Proposing firm to complete highlighted cells only

<b>TAB</b>	<b>Description</b>	
<b>1</b>	<b>Cover Letter</b>	
	1 Page - Professional/Format/Signed	
	Location of the firm in relation to the District	
<b>2</b>	<b>Table of Contents</b>	
	Clear, concise and assists in finding materials to be evaluated	
<b>3</b>	<b>Executive Summary</b>	
	2 Page Maximum - includes qualifications and a general project plan	
<b>4</b>	<b>Experience</b>	
	Experiences with community colleges, universities, or technology based educational parks, specifically with site development	
<b>5</b>	<b>Personnel</b>	
	Description and qualifications of staff involved with the project	
<b>6</b>	<b>Scope of Work</b>	
	Marketing plan	
	Proposed methods of advertising and facilitating business partnerships for the ATEP site	
<b>7</b>	<b>Services</b>	
	Description of services provided in-house, any outside consultants qualifications	
<b>8</b>	<b>Additional Data</b>	
	Additional services available from the consultant	

<b>9</b>	<b>Client References</b>	
	Quality and quantity of references	
<b>10</b>	<b>Certification</b>	
	Signed certification	
		<b>Subtotal:</b>
<b>11</b>	<b>Reviewers Impression of Proposal and or Past Experience with Firm</b>	

Optional Notes:

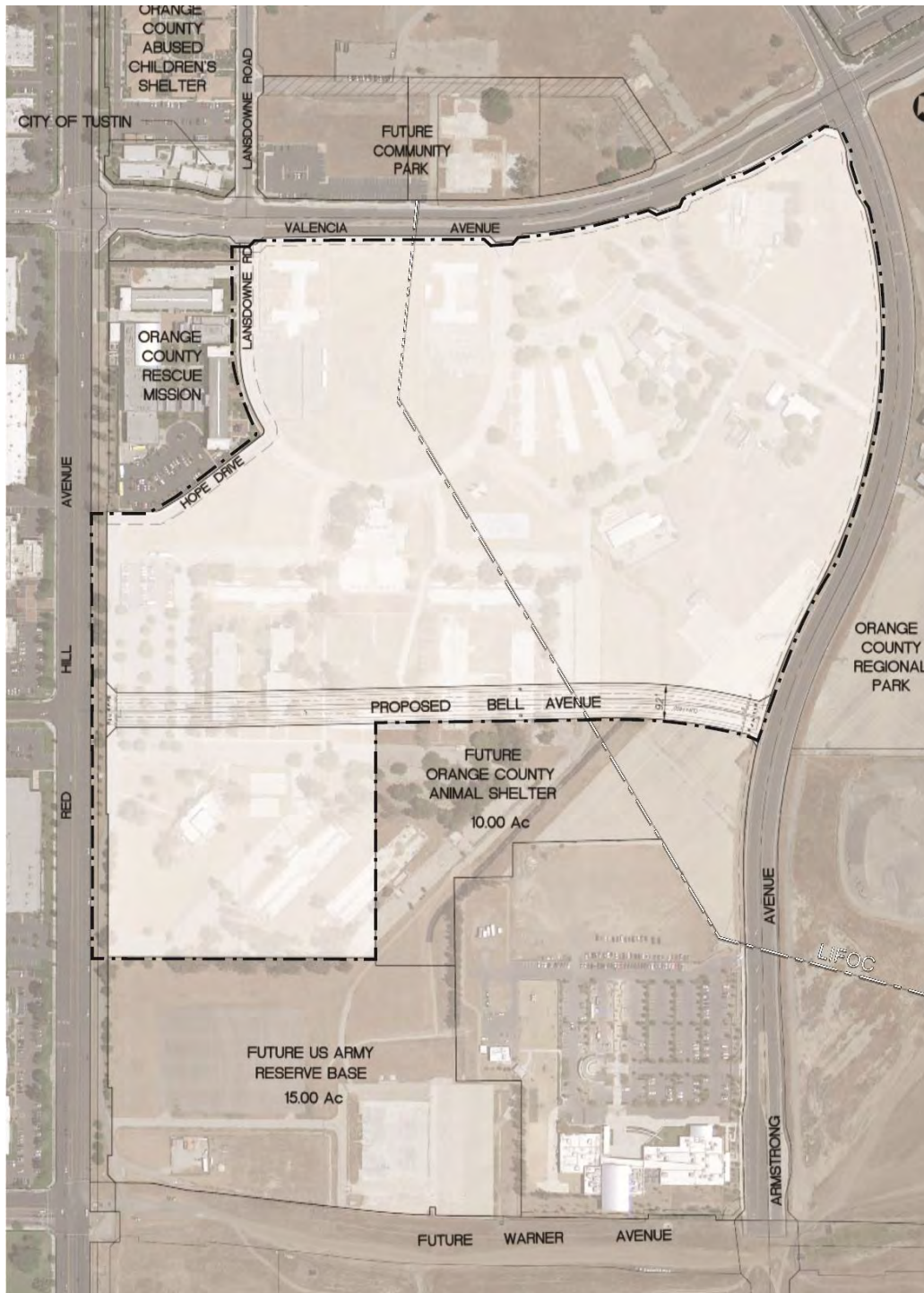
**Total:**

**RFQ&P - Exhibit D**

**ATEP BROKERAGE SERVICES – CAMPUS & ATEP SITE MAP**



ATEP Development Site







# EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY

(Non-Residential)

AIR COMMERCIAL REAL ESTATE ASSOCIATION

## 1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This agency Agreement ("**Agreement**"), dated for reference purposes only June 20, 2016, is made by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692, telephone number (949) 348-6071, Fax No. ( ) ("**Owner**"), and NAI Capital, Inc., whose address is 1920 Main Street, Suite 100, Irvine, CA 92614, telephone number (949) 854-6600, Fax No. (949) 854-7378, ("**Agent**").

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of approximately 61.4 acres of land, a portion of ATEP (Advanced Technology & Education Park) part of the Tustin Legacy Development Area (see Exhibit "A") located in the City of Tustin, County of Orange, State of California, and generally described as (describe briefly the nature of the property): Approximately 61.4 acres of land located between Red Hill on the west, Armstrong on the east and Valencia on the north ("**Property**"). (See also Paragraph 3).

1.3 **Term of Agreement:** The term of this Agreement shall commence on June 21, 2016 and expire at 5:00 p.m. on June 30, 2021, except as it may be extended ("**Term**"). (See also paragraph 4)

1.4 **Transaction:** The nature of the transaction concerning the Property for which Agent is employed ("**Transaction**") is (check the appropriate box(es)):  
(a)  A sale for the following sale price and terms: On price and terms acceptable to Seller

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("**AIR**"), or for such other price and terms agreeable to Owner;

(b)  A lease or other tenancy for the following rent and terms: On price and terms acceptable to Lessor

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

## 2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("**lessees**"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
- (b) Place a lock box on the Property if vacant;
- (c) Accept deposits from potential buyers or lessees; and
- (d) Distribute information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of the AIR and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**").

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

## 3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and none

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

- (a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;
- (b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and
- (c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and

trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

**4. EXTENSION OF TERM.**

If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("**Sale Agreement**"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

**5. COMMISSION.**

5.1 Owner shall pay Agent a commission  in the amount of six percent (6%) of the total rental payments for the first twenty (20) years of the ground lease term calculated from the first month of full ground lease payments. Fee shall be payable within thirty (30) days from full execution of the Ground Lease. In the event the Listing Brokers represent the Ground Lessee, the brokerage commission shall be reduced to five percent (5%). In the event a sale is contemplated within the twenty (20)-year commission calculation term, then the fee shall be calculated as if the lease term was in effect for a twenty (20)-year period.  ~~in accordance with the commission schedule attached hereto ("**Agreed Commission**")~~, for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) the Property is sold; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease and a lease of the Property, or a portion thereof is executed; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

(d) If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited Agent shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the commission that would have been payable had the sale or lease transaction been consummated.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

**6. ALTERNATIVE TRANSACTION.**

If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "**Alternative Transaction**"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

**7. EXCLUDED AND REGISTERED PERSONS. \*SEE ADDENDUM**

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("**Excluded Persons**", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("**Excluded Transaction**"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("**Registered Persons**", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("**Registered Transaction**"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

**8. OWNER'S REPRESENTATIONS.**

Owner represents and warrants that:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

- (d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;
- (e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).
- (f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

**9. OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

**10. MISCELLANEOUS.**

- 10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.
- 10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.
- 10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.
- 10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.
- 10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.
- 10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.
- 10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

**11. ARBITRATION OF DISPUTES.**

- 11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY:  THE AMERICAN ARBITRATION ASSOCIATION OR  Judicate West USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.
- 11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.
- 11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

**12. Additional Provisions:** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs 14 through 17 (if there are no additional provisions write "NONE"):

- 13. Disclosures Regarding The Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.
  - (i) **Owner's Agent.** An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
  - (ii) **Agent Representing Both Parties.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

**"OWNER"**

**"AGENT"**

South Orange County Community College  
District  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NAI Capital, Inc.  
By: \_\_\_\_\_  
Name Printed: David Knowlton  
Title: Executive Vice President  
Date: \_\_\_\_\_  
Agent BRE License #: 00893394

DRAFT

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

Name Printed: Kirby Greenlee

Title: Senior Vice President

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

Agent BRE License #: 00829035

\_\_\_\_\_

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

Name Printed: Mariko Beaver

Title: Senior Vice President

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

Agent BRE License #: 01226745

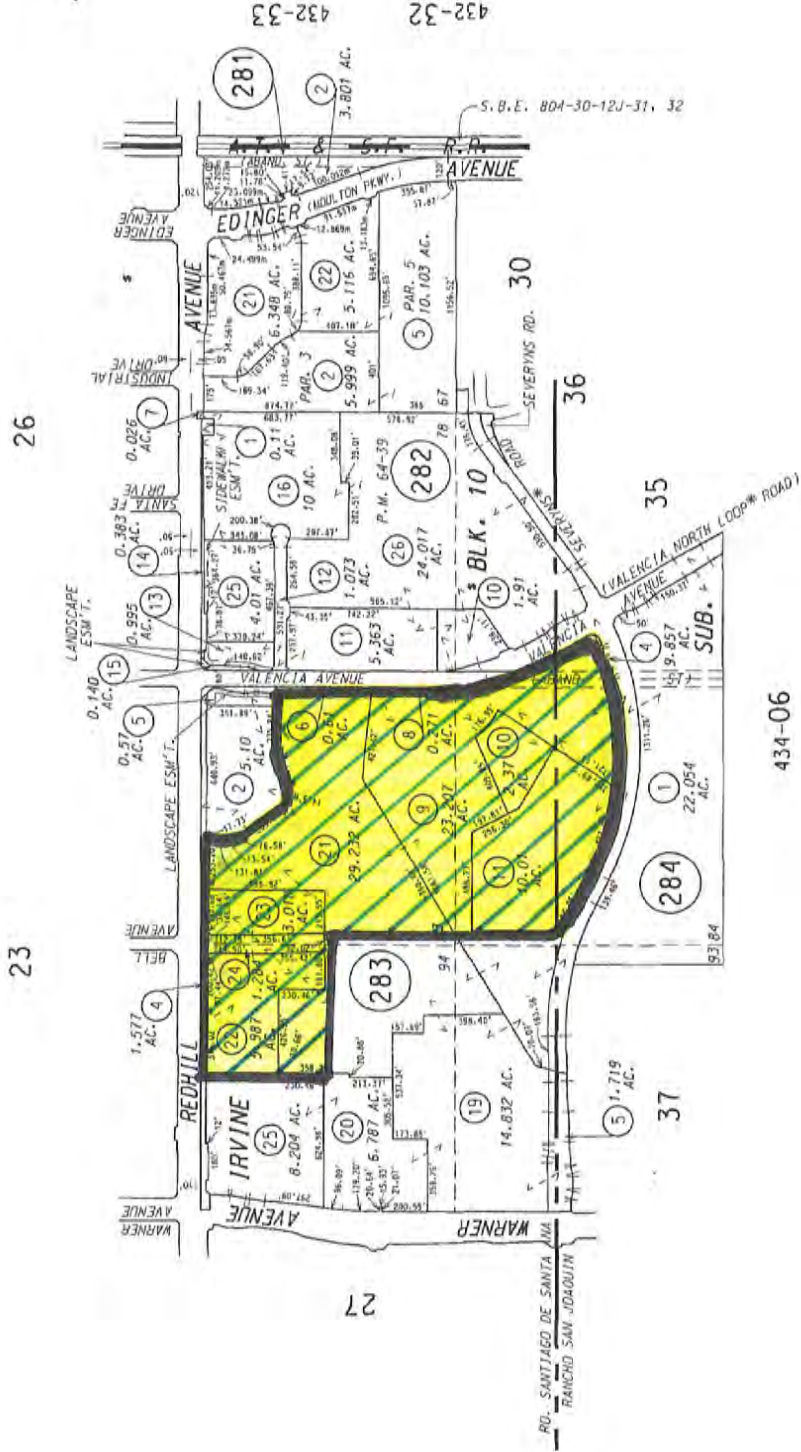
**NOTICE:** These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

DRAFT

DRAFT

EXHIBIT A

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.  
© COPYRIGHT ORANGE COUNTY ASSESSOR 2014



\* PRIVATE STREET

ASSESSOR'S MAP  
BOOK 430 PAGE 28  
COUNTY OF ORANGE

NOTE - ASSESSOR'S BLOCK &  
PARCEL NUMBERS  
SHOWN IN CIRCLES

M.M. 1-88  
P.M. 64-39

IRVINE SUB.  
PARCEL MAP

MARCH 1982

434-06

1" = 600'

**ADDENDUM TO EXCLUSIVE RIGHT TO REPRESENT OWNER  
FOR SALE OR LEASE OF REAL PROPERTY**

This **ADDENDUM TO EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY** (hereinafter the "Addendum") is attached to and is made a part of the **AIR EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY** (hereinafter the "Listing Agreement") dated as of June 20, 2016, by and between **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (the "Lessor/Seller") and **NAI CAPITAL, INC.** (the "Broker"), covering the Premises commonly known as approximataly 61.4 acres of land, a Portion of ATEP (Advanced Technology & Education Park) ~~+/- 1-50 acres of land~~, a part of the Tustin Legacy Development Area. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and the terms and provision of the Listing Agreement, the terms and provisions of this Addendum shall prevail.

**14. EXCLUDED AND REGISTERED PERSONS.**

In the event Owner enters into a contract with an "Excluded" or "Registered" entity within one hundred eighty (180) days of the execution of this Listing Agreement, Broker shall be entitled to one-half (1/2) of its stated fee. Any transaction contemplated by this section that is entered into subsequent to one hundred eighty (180) days shall be subject to the fee arrangement in Section five (5) of the Listing Agreement.

**15. MARKETING MEETINGS.**

Broker shall be available to report to Owner on a bi-monthly basis, or other times at the discretion of Owner, for the duration of the Listing Agreement.

**16. OPTION TO TERMINATE.**

Either Party may cancel this agreement, with or without cause, by providing the other Party with ninety (90) days written notice.

**17. MARKETING BUDGET**

Owner shall provide Broker with a Marketing Budget of thirty thousand dollars (\$30,000) per annum. All costs associated with this budget shall be subject to approval by Owner.

**AGREED AND ACCEPTED  
OWNER:  
SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT**

**BROKER:  
NAI CAPITAL, INC.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME PRINTED:** \_\_\_\_\_

**NAME PRINTED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME PRINTED:** \_\_\_\_\_

**NAME PRINTED:** \_\_\_\_\_

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**TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

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**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

ATEP BROKERAGE SELECTION

<b>Evaluator</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>#6</b>	<b>Totals</b>	<b>Avg</b>
<b>Company</b>								
CBRE	30	31	45	45	21	54	226	37.67
NAI	94	82	81	72	84	81	494	82.33
JLL	46	58	55	66	59	65	349	58.17
Note: Combined package review and interview scores.								

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Gifts to the District and Foundations  
**ACTION:** Approval

---

**BACKGROUND**

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees “receives and administers gifts to the District.” The division/school or office within the college receiving the donated item reviews all gifts.

**STATUS**

The gifts listed on EXHIBIT A have been reviewed by the appropriate district and college officials and have been determined to be of benefit to the receiving location.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept the donation(s) to the District and/or the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).



DONATIONS  
June 27, 2016

**IRVINE VALLEY COLLEGE**

<b>Gift</b>	<b>Donated By:</b>
Books	Toni Fuentes
Books	Elizabeth Cipres
Books	Brooke Choo
Books	Susan Stern
Costumes	Bart Bedard
Books	Joseph Gerges
Refreshment	Stephen Rochford
Office Supplies	Stephen Rochford
Postage Stamps	Stephen Rochford
Manuals	Ben Sampson

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

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### **BACKGROUND**

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

### **STATUS**

For the current reporting period ending May 31, 2016 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

### **RECOMMENDATION**

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**TRANSFER OF BUDGET APPROPRIATIONS SUMMARY**

**For the period ended May 31, 2016**

**General Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	Academic Salaries	\$253,121	
2000	Classified Salaries		\$91,397
3000	Fringe Benefits		\$30,199
4000	Books and Supplies		\$81,351
5000	Other Operating Expenses & Services	\$243,026	
6000	Capital Outlay		\$284,474
7000	Other Outgo		\$8,726
<b>Total Transfers - General Fund</b>		<b><u>\$496,147</u></b>	<b><u>\$496,147</u></b>

**Capital Outlay Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	Classified Salaries	\$1,275	
5000	Other Operating Expenses & Services	\$89,766	
6000	Capital Outlay	\$1,814,067	
7000	Other Outgo		\$1,905,108
<b>Total Transfers - Capital Outlay Fund</b>		<b><u>\$1,905,108</u></b>	<b><u>\$1,905,108</u></b>

<b>Total Transfers</b>		<b><u>\$2,401,255</u></b>	<b><u>\$2,401,255</u></b>
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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: May 2016 Change Orders / Amendments

ACTION: Ratification

**BACKGROUND**

On October 26, 2015, the board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A	<u>Kitchell</u> Saddleback College Sciences Building Project – Construction Management Services Amendment No. 2 – For additional construction management services. SOCCCD	\$93,436.00	\$1,453,258.00
B	<u>gkkworks</u> Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project Amendment No. 7 – For additional architectural services. SOCCCD	\$86,931.00	\$403,321.00
C	<u>gkkworks</u> Irvine Valley College Liberal Arts Building Project Amendment No. 3 – For extension of construction management services through August 31, 2016. SOCCCD	\$83,000.00	\$643,155.00

D	<u>TYR, Inc.</u> Saddleback College TAS Swing Space Project Amendment No. 1 – For extension of construction management services through August 31, 2016. SOCCCD	\$60,000.00	\$366,600.00
E	<u>Bernards</u> Saddleback College Fine Arts HVAC Upgrade and Interior Renovation Project Amendment No. 1 – For supplemental construction management services through August 31, 2016. SOCCCD	\$59,840.00	\$305,087.00
F	<u>Solpac Construction, Inc.</u> Saddleback College Technology and Applied Science Swing Space Project Change Order No. 6 – For project delays, back-charges and contractor contingency. SOCCCD	\$41,327.00	\$7,435,151.00
G	<u>C.E.M. Lab Corp.</u> Saddleback College Liberal Arts Building Project Amendment No. 4 – For increased scope and extension of services through August 31, 2016. SOCCCD	\$40,000.00	\$250,000.00
H	<u>Strata Information Group</u> General Project Management Services for SOCCCD Amendment No. 1 – For extension of term through June 30, 2016, and continued services for projects on as needed basis per original agreement. SOCCCD	\$40,000.00	\$110,000.00
I	<u>EPD Solutions, Inc.</u> Irvine Valley College Barranca Road Project Amendment No. 1 – For increased scope of services. SOCCCD	\$25,625.00	\$126,625.00

J	<u>Lionakis</u> Irvine Valley College Liberal Arts Building Project Amendment No. 3 – For extension of criteria architect services through July 31, 2016. SOCCCD	\$15,500.00	\$375,172.00
K	<u>Alternative Delivery Solutions, LLC</u> Irvine Valley College Liberal Arts Building Project Amendment No. 2 – For extension of professional services through July 21, 2016. SOCCCD	\$11,840.00	\$171,680.00

**AMENDMENT NO. 2  
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
FOR  
SCIENCES BUILDING PROJECT  
SADDLEBACK COLLEGE**

May 17, 2016

**THIS AMENDMENT** shall modify the original agreement dated December 17, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Kitchell CEM, Inc., 940 South Coast Drive #115, Costa Mesa, CA 92629, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article X, paragraph 15 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article V, paragraph 1 establishes the compensation of the agreement at a total contract value of \$1,172,950; and

**WHEREAS**, on October 26, 2015, the board approved Amendment No. 1 for an increase in length of services from 25 months (January 16, 2016) to 29 months (May 16, 2016) in the amount of \$186,872; and

**WHEREAS**, the length of services has increased for two additional months on the Sciences Building project for a total amount of \$93,436; and

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

Modify Article 1, paragraph 6 to read, "The services covered by this AGREEMENT shall be completed within 31 months (July 16, 2016) of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification."

**PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES**

Original Contract Amount:	\$1,172,950
Amendment No. 1	\$ 186,872
<b>Amendment No. 2</b>	<b><u>\$ 93,436</u></b>
<b>Total Contract Amount</b>	<b>\$1,453,258</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No. 2 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
Kitchell CEM, Inc.

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

By: Russell A. Fox  
Russell A. Fox  
President

Date: 6/13/16

Date: 5/24/2016

**AMENDMENT NO. 7  
TO ARCHITECTURAL SERVICES AGREEMENT  
FOR  
FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT  
SADDLEBACK COLLEGE**

EXHIBIT B  
Page 1 of 3

**May 13, 2016**

**THIS AMENDMENT** shall modify the original agreement dated January 27, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and gkkworks, 2355 Main Street, Suite 220, Irvine, California, 92614, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article X, paragraph 18 of the original agreement establishes that it may be amended only by an agreement in writing signed by both the DISTRICT and the ARCHITECT; and

**WHEREAS**, Article II, paragraph 2 designates Jitendra Kashyap as Project manager and Anne Choo as Project Architect; and

**WHEREAS**, Article III Additional Architect Services, paragraph 2b, allows compensation for "Providing services required because of significant changes in the PROJECT, including, but not limited to size, quality, complexity or the Districts Schedule..."; and

**WHEREAS**, Article III Additional Architect Services, paragraph 2h, allows compensation for "providing services for meetings during the construction administration portion of this agreement that exceed the number defined in Exhibit A: and

**WHEREAS**, Article IV paragraph 2 defines the construction cost for the project at \$3,217,500; and

**WHEREAS**, Article V, paragraph 9b allows for rebidding of the PROJECT within a reasonable time if the lowest bid exceeds the fixed limit of construction cost; and

**WHEREAS**, Article VIII, paragraph 1 establishes the compensation of the agreement at a total contract value of \$250,000 and amendments No. 1 through No. 6 provides an increase in the contract value equal to \$66,390 for a revised contract value of \$316,390; and

**WHEREAS**, Article X, paragraph 17 notes Communication between the parties shall be sent to Jitendra Kashyup; and

**WHEREAS**, Exhibit A paragraph 1 states Final Construction Documents acceptable for DSA review and approval, are to be submitted to DSA no later than July 31, 2014, and amendment No. 2 extended submission to DSA until October 16, 2014, and DSA submission;

**WHEREAS**, Exhibit A, Responsibilities and Services of Architect, paragraph 7 states A/E staff... to be ...on site as needed during the construction phase from June 01, 2015 – August 30, 2015; and



**WHEREAS**, Exhibit A Construction Administration Phase, paragraph 1 states “The ARCHITECTS responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the first prime Contract for Construction...”; and

**WHEREAS**, Exhibit A Construction Administration Phase, section d. and e. respectively state submittals review shall not exceed (21) calendar days, RFIs must be responded to in a most expeditious manner so as not to impact and delay the construction progress; and

**WHEREAS**, Exhibit A Construction Administration Phase, paragraph g. states “After Bid Phase is completed and during preconstruction activities, ARCHITECT will attend Bi-Weekly meetings with District, Construct Contractor and District Consultants; and

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

**MODIFY**, Article II, paragraph 2, to read ...designate Jeff Fuller as Project Manager and Project Architect; and

**MODIFY**, Article IV paragraph 2, to define the construction cost for the project at \$7,317,766; and

**MODIFY**, Article V, paragraph 9b to read “authorize rebid of the PROJECT within a reasonable time if the lowest bid exceeds the fixed limit of construction cost and provide additional bid services pursuant to Exhibit A, Bidding Phase; and

**MODIFY**, Article VIII, paragraph 1 to read, “...compensation for agreement inclusive of amendments No. 1 through No. 7 for a total contract amount of \$403,321; and

**MODIFY**, Article X, paragraph 17, to read “Communication between the parties shall be sent to Jeff Fuller”; and

**MODIFY**, Exhibit A, paragraph 1, to read “Final Construction Documents acceptable for DSA review and approval, are to be submitted in sufficient time to allow DSA approval no later than September 03, 2015”; and

**MODIFY**, Exhibit A, paragraph 7, to read ...A/E staff.... to be ...on site as needed during the construction phase from May 25, 2016 – September 31, 2016; and

**MODIFY**, Exhibit A, Construction Administration Phase, paragraph 1, to “The ARCHITECTS responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the first prime Contract for Construction dated January 25, 2016; and

**MODIFY**, Exhibit A, Construction Administration Phase, section d. and e. respectively, to: d. ...submittals review shall not exceed (5) business days provided they are complete and without substitution. e. (add language) RFIs during the construction

phase will be answered in one business day, with the stipulation that the RFI does not require value engineering; and

**MODIFY**, Exhibit A, Construction Administration Phase, paragraph g. to: "After Bid Phase is completed and during preconstruction activities, ARCHIECT will attend meetings as needed with District, Contractor and District Consultants; and

INCORPORATE AMENDMENT No. 7 INTO CONTRACT AGREEMENT.

Original Contract Amount:	\$250,000
Amendment No. 1	\$ 7,880
Amendment No. 2	\$ 7,630
Amendment No. 3	\$ 8,880
Amendment No. 4	\$ 30,000
Amendment No. 5	\$ 12,000
Amendment No. 6	\$ 0
<b>Amendment No. 7</b>	<b><u>\$ 86,931</u></b>
<b>Total Contract Amount:</b>	<b>\$403,321</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No. 7 as of the date set forth above.

"DISTRICT"

South Orange County Community College District

"CONSULTANT"

gkkworks

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

By: Matthew Greiner  
Matthew Greiner  
Principal in Charge

Date: May 27, 2016

Date: May 16, 2016

**AMENDMENT NO. 3  
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
FOR  
LIBERAL ARTS BUILDING PROJECT  
IRVINE VALLEY COLLEGE**

May 25, 2016

**THIS AMENDMENT** shall modify the original agreement dated June 24, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and gkkworks, 2355 Main Street Suite 220, Irvine, California, 92614, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article 11, paragraph 16 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 1, paragraph 2 and 3 designates Parker Davis as Construction Manager and Mr. Davis has been replaced with another construction manager; and

**WHEREAS**, Article 6, paragraph 1 establishes the compensation of the agreement at \$390,400; and

**WHEREAS**, Article 4, paragraph 2 established the term of service as 12 months; and Amendment 2 extended services through May 31, 2016; and

**WHEREAS**, the need for services on the Liberal Arts Building Project is extended through August 31, 2016; and

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

Designate Edd Olha as construction manager and provide construction management services through August 31, 2016, for an additional cost \$83,000.

Original Contract Amount:	\$390,400
Amendment No. 1	\$ 0
Amendment No. 2	\$169,755
<b>Amendment No. 3</b>	<b>\$ 83,000</b>
<b>Total Contract Amount</b>	<b>\$643,155</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No.3 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
gkkworks

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

By: Stephen Dunn  
Stephen Dunn  
Principal

Date: May 27, 2016

Date: 5/25/16

**AMENDMENT No. 3  
TO DSA INSPECTION SERVICES AGREEMENT  
FOR  
LIBERAL ARTS PROJECT - A400 DESIGN BUILD  
IRVINE VALLEY COLLEGE**

April 28, 2016

**THIS AMENDMENT** shall modify the original agreement dated MARCH 31, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and TYR, Inc., 4010 Watson Plaza Dr., Suite 205, Lakewood, California, 90712, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article 11, paragraph 15 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 6, paragraph 1 establishes the compensation of the agreement at \$183,000; and Article IV established the term of service as 16 months; and

**WHEREAS**, Amendment No. 1 extended the term of service by six months with a completion date of December 31, 2015 and Amendment 02 extended the term of service by five months with a completion date of May 31, 2016 for a new contract value of \$306,600; and

**WHEREAS**, There is a need to extend the contract services through August 31, 2016 for a value not to exceed an additional \$60,000; and

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


Provide DSA Inspection services through August 31, 2016, for a not to exceed amount of \$60,000.


ORIGINAL CONTRACT AMOUNT:	\$ 183,000
Amendment No. 1	\$ 60,000
Amendment No. 2	\$ 63,600
<b>Amendment No. 3</b>	<b><u>\$ 60,000</u></b>
<b>Total Contract Amount</b>	<b>\$ 366,600</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No. 3 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
TYR, Inc.

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

By:   
Youssef Sobhi  
President

Date: **MAY 16 2016**

Date: 5/9/2016

**AMENDMENT NO. 1  
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
FOR  
FINE ARTS HVAC UPGRADE AND INTERIOR RENOVATION PROJECT  
SADDLEBACK COLLEGE**

April 26, 2016

**THIS AMENDMENT** shall modify the original agreement dated February 01, 2016 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Bernards, 2569 McCabe Way, Irvine, CA, 92692, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article 11.16 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 1.3 establishes the staffing level as one project manager; and

**WHEREAS**, there is a need to augment the staffing on the project from May 01, 2016 thru August 31, 2016 to assist with submittal review, 2<sup>nd</sup> shift and weekend site coverage; and

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


Provide supplemental construction management services adding a Project Engineer at the rate of \$85.00/hour for 704 hours through August 31, 2016.

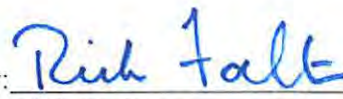
Original Contract Amount	\$245,247
Amendment No. 1	<u>\$ 59,840</u>
<b>Total Contract Amount:</b>	<b>\$305,087</b>

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

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
Bernards

By:   
Dr. Debra Fitzsimons  
Vice Chancellor, Business Services

By:   
Rick Fochtman  
Vice President

Date: MAY 12 2016

Date: 4/28/16

Technology and Applied Science Swing Space Project  
Saddelback College  
Board Change Order No. 6

May 22, 2016

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR 6 Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
2022	Construction Services	Solpac Construction, Inc. (dba Soltek Pacific Construction Company)		\$6,817,083	\$576,741	\$41,327	\$7,435,151	96
			<b>TOTAL</b>	<b>6,817,083</b>	<b>0</b>		<b>7,435,151</b>	

COR No.	Date	Description	Requested	Status	Amount	Time Extension
FO.076	2/16/2016	BackCharge for BioSwale redesign fees	District	approved	-\$12,316.00	0
PCO.096	2/26/2016	Install Bio Swale redesign	contractor	not approved	\$0	0
PCO.114	2/29/2016	Solpac Overhead costs for project delay	contractor	approved	\$42,672	0
PCO.114	2/29/2016	Anderson Howard costs for project delay	contractor	approved	\$12,000	0
PCO.114	2/29/2016	JDS overhead costs for project delay	contractor	approved	\$1,000	0
		Return balance of contractor contingency to District	District	approved	(\$1,851)	0
		Return balance of E&O allowance to District	District	approved	(\$178.50)	0
<b>TOTAL THIS CHANGE ORDER REQUEST</b>					<b>\$41,327</b>	<b>0</b>

**AMENDMENT NO. 4  
TO TESTING & SPECIAL INSPECTION SERVICES AGREEMENT  
FOR  
LIBERAL ARTS PROJECT - A400 DESIGN-BUILD  
IRVINE VALLEY COLLEGE**

5/9/2016

**THIS AMENDMENT** shall modify the original agreement dated March 31, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and C.E.M. Lab Corp., 45 Post, Irvine, California, 92618, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article 11, paragraph 15 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 4, paragraph 2 of the original agreement set the term of the agreement for 16 months with a completion date of July 31, 2015 and amendment 03 extended the term of services through May 31, 2016; and

**WHEREAS**, the term for the scope of services has increased on the Liberal Arts project by 3 months with a completion date of August 31, 2016; and

**WHEREAS**, Article 6, paragraph 1 establishes the compensation of the agreement at \$140,000 and amendments 1, 2 & 3 increased compensation \$70,000; and

**WHEREAS**, the scope of services has increased on the A400 Design-build project by \$40,000 to ensure conformance with DSA requirements; and

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

Article 4.2 shall be modified from 16 months to 29 months with a new completion date of August 31, 2016 and Article 6.1 shall be modified to \$250,000.


Original Contract Amount:	\$140,000
Amendment No. 1	\$ 40,000
Amendment No. 2	\$ 30,000
Amendment No. 3	\$ 0
<b>Amendment No. 4</b>	<b>\$ 40,000</b>
<b>Total Contract Amount</b>	<b>\$250,000</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No. 4 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

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

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

By:   
Tony Binaei  
Principal

Date: 5/11/16

Date: 5/11/2016

**AMENDMENT No. 1**  
**TO THE *Strata Information Group* SERVICES AGREEMENT**  
**AT *South Orange County Community College District***  
**April 1, 2016**

**THIS AMENDMENT** shall modify the original agreement dated March 5, 2015, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and *Strata Information Group, 3935 Harney Street, Suite 203, San Diego, CA 92110*, hereinafter referred to as "VENDOR."

**WHEREAS**, Article 1 of the original agreement provides that the agreement may be modified by mutual agreement of the parties

NOW, THEREFORE, the parties agree as follows:

**1. TERM.**

The term of the agreement is hereby extended from January 1, 2016 to June 30, 2017, under the same terms and conditions of the original agreement.

**2. COMPENSATION.**

The COMPENSATION of the agreement in the original amount of seventy thousand and no/100 Dollars (\$70,000) is increased by Forty thousand and no/100 Dollars (\$40,000) under the same terms and conditions of the original agreement. The total amount of the contract is One hundred ten thousand and no/100 Dollars (\$110,000).


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

"DISTRICT"

South Orange County Community College District

"VENDOR"

*Strata Information Group*

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

By:   
Name

Title: President

**MAR 28 2016**

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

Date: 3/30/16



**AMENDMENT NO. 1  
TO DESIGN SERVICES AGREEMENT  
FOR  
BARRANCA ROAD PROJECT  
IRVINE VALLEY COLLEGE**

April 21, 2016

**THIS AMENDMENT** shall modify the original agreement dated January 27, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and EPD Solutions, Inc. 2030 Main Street, Suite 1200, Irvine, CA 92614, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article XIII, paragraph 13 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article VI, paragraph 1 establishes the compensation of the agreement at \$101,000; and

**WHEREAS**, Additional permitting, plan check, landscape plan revisions and regulatory approvals were required to support the easement agreements with Southern California Edison and the City of Irvine to arrive at final construction plans; and

**WHEREAS**, the added scope of services has been increased by \$25,625; and

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

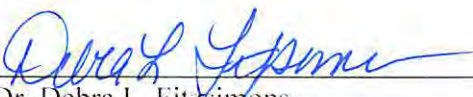
**PROVIDE SUPPLEMENTAL DESIGN SERVICES**

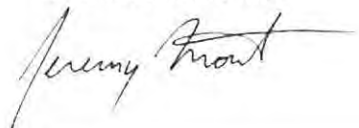
Original Contract Amount:	\$101,000
<b>Amendment No. 1</b>	<b><u>\$ 25,625</u></b>
<b>Total Contract Amount:</b>	<b>\$126,625</b>

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

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
EPD Solutions, Inc.

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

By:   
Jeremy Krout  
Principal

Date: **MAY 5 2016**

Date: 4/25/16

**AMENDMENT NO. 3  
TO CRITERA ARCHITECTURAL SERVICES AGREEMENT  
FOR  
LIBERAL ARTS BUILDING PROJECT - IRVINE VALLEY COLLEGE  
ATEP SITE IMPROVEMENTS**

April 28, 2016

**THIS AMENDMENT** shall modify the original agreement dated May 01, 2012 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and **Lionakis**, 4000 MacArthur Blvd., Suite 101, Newport Beach, California, 92660, hereinafter referred to as "ARCHITECT."

**WHEREAS**, Article VIII, paragraph 13 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article II, paragraph 2 designates Tom Christian as the Principal in Charge and he has been replaced with another Principal in Charge; and

**WHEREAS**, Article VI, paragraph 1 establishes the compensation of the agreement at a total contract value of \$372,860; and

**WHEREAS**, Article I, paragraph 1 indicates the ARCHITECT'S services shall be performed in a manner which is consistent with...the orderly progress of the work, the contractor has not progressed with the work in an orderly manner and there was a need to extend services in Amendment No. 2 to May 15, 2016; and

**WHEREAS**, There is a need to extend the contract services through July 31, 2016 for a value of \$15,500; and

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


Designate Steven Kendrick as Principal in Charge and provide criteria architectural services through July 31, 2016, for an additional cost of \$15,500.

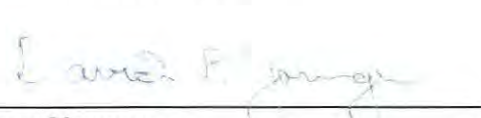
Original Contract Amount:	\$372,860
Amendment No. 1	(S 30,688)
Amendment No. 2	\$ 17,500
<b>Amendment No. 3</b>	<b><u>\$ 15,500</u></b>
<b>Total Contract Amount</b>	<b>\$375,172</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No.3 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
Lionakis

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

By:   
Dave Younger  
Principal

Date: May 19, 2016

Date: 5-9-16

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR  
LIBERAL ARTS BUILDING PROJECT  
IRVINE VALLEY COLLEGE**

April 28, 2016

**THIS AMENDMENT** shall modify the original agreement dated April 30, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Alternative Delivery Solutions LLC 24396 Tropicana Place, Laguna Niguel, CA 92677, hereinafter referred to as "CONSULTANT".

**WHEREAS**, Article III, paragraph 2 of the original agreement establishes that written authorization must be obtained before providing additional services; and

**WHEREAS**, Exhibit B establishes term of service as 27 months for a completion date of July 29, 2015, and Amendment No. 01 extended services through May 31, 2016; and

**WHEREAS**, There is a need to extend the contract services through July 31, 2016 with a monthly billable rate of \$5,920 for a total value of \$11,840; and

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

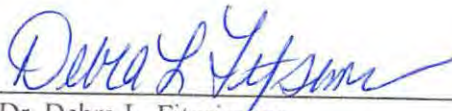
Provide professional services through July 31, 2016 for an additional cost of \$11,840.

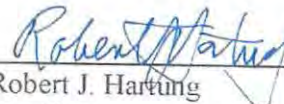
Original Contract Amount:	\$ 130,240
Amendment No. 1	\$ 29,600
<b>Amendment No. 2</b>	<b><u>\$ 11,840</u></b>
<b>Total Contract Amount</b>	<b>\$ 171,680</b>

**IN WITNESS HEREOF**, the Parties have executed this Amendment No.2 as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"CONSULTANT"  
Alternative Delivery Solutions LLC

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

By:   
Robert J. Hartung  
President

Date:                     MAY 12 2016                    

Date:                     4/28/16

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Purchase Orders and Checks  
**ACTION:** Ratification

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**BACKGROUND**

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

**STATUS**

Purchase orders over \$5,000 amounting to \$2,005,462.20 and an additional 505 purchase orders below \$5,000 amounting to \$434,387.07 for a combined total of \$2,439,849.27 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 1,984 checks in the amount of \$29,717,714.14 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 in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

Purchase Order Ratification (Supplier)

April 27, 2016 through June 8, 2016

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P174815	Airgas USA, LLC	CO2 for Swimming Pool	5,000.00
P175032	Alert Services, Inc.	Athletic Training Supplies	9,557.15
P174317	Allsteel, Inc.	DSPS counseling Reception furniture - SC	11,528.99
P174447	Allsteel, Inc.	Furniture: Counseling Services Offices and Lobby	64,872.80
P174449	Allsteel, Inc.	Furniture: Library Open Study Area	56,556.52
P174752	Apple Computer, Inc.	iMacs for Science Building	5,557.44
P174513	B & H Photo	Student Lab fee supplies	5,478.11
P174382	Boundless Network, Inc.	Promotional Totes, pens, notebooks	14,853.40
P174809	Boundtree Medical	Replacement Equipment for EMS/Paramedic prgm	9,179.37
P174751	CDW Government, Inc.	HP Computers and Laptops for Science Building	116,576.24
P175020	CDW Government, Inc.	Language Arts Building IT Equipment	105,882.04
P174749	CDW Government, Inc.	Podiums for Language Arts Building	53,694.01
P174919	CDW Government, Inc.	Server Lift for Technology Services	6,261.22
P174316	Corporate Business Interiors	DSPS counseling Reception furniture - SC	5,590.00
P174818	Dell Marketing L.P.	Language Arts Building Servers	202,150.93
P174682	Diversified Business Services	Promotional for Financial Aid	10,206.72
P174465	Double Robotics, Inc.	Double 2 telepresence office robots and accessories	7,335.41
P174753	Eplus Technology, Inc.	Cisco Phones and Wireless Access - Science Bldg	74,087.76
P175019	Eplus Technology, Inc.	Language Arts Building IT Equipment	66,551.76
P174903	Fisher Scientific	Supplies for Chemistry Expansion	32,469.74
P174438	Fisher Scientific	Equipment for Biotechnology Program	12,182.72
P174538	Flir Systems, Inc.	Equipment for Engineering Course	8,669.60
P174895	Gale Supply Company	Supplies for the New Sciences Building	6,350.13
P174367	GST	Classroom Instructor Lecturn Media Stations	12,356.01
P174750	GST	Electronic Displays for Science Building	6,601.65
P174495	Ki	BSTIC112 Computer Lab Chairs	5,152.68
P174632	Kimball International c/o United Interiors	Furniture for IVC Liberal Arts Bldg.	382,928.40
P174508	Krueger International	Furniture for IVC Liberal Arts Bldg.	74,251.73
P174739	Laerdal Medical Corporation	SimPad Accessories and Warranty	24,047.41
P174434	Main Graphics	Printing of CTE Brochures	10,513.99
P174389	Market-Based Solutions	SCAQMD Emission Credits	11,751.00
P174388	Motorola Solutions, Inc.	Motorola 4000 800 MHZ Model 3 Radios	16,489.22
P174769	Norman S. Wright Climatec Mechanical Equipment of Southern California, LLC	Car-Mon for SC TAS Dyno Room	12,198.60
P174346	Oxford University Press	350 Picture Dictionary Bundles for ESL	14,121.00
P174492	Paton Group	Laser engraver/cutter for Architecture Classes	15,944.00
P174544	Paton Group	Engineering Equipment & Supplies	14,832.08
P174545	Paton Group	Engineering Equipment	9,228.60
P174616	Phoenix Business Machines, Inc.	Ricoh MP C3503 Copier/Scanner for District IT	7,646.40
P174670	Postmaster Attn: Bulk Mail	Postage for fall 2016 printed schedule of classes	5,563.00
P174379	Proforce Law Enforcement	Rifle Vests for Active Shooter	11,759.13
P174767	Q-Plus Inc.	Instructional Equipment for Engineering Courses	15,800.73
P174493	Quality Office Furnishings, Inc.	BSTIC112 Computer Lab Desks	37,152.00
P174448	Quality Office Furnishings, Inc.	Furniture: Library Open Study Area	27,753.00
P174825	Resilient Communications Inc.	Cisco Telecom System - SmartNet Maintenance	185,730.33
P174474	S & B Foods Catering Division	Refreshments for IVC Cultural Competence Summit	8,874.04
P174964	S & B Foods Catering Division	Refreshments for 2016 Commencement	6,675.62
P174338	Saddleback Bookstore	Textbooks for Adult Education	22,261.23
P174428	Safeway, Inc.	FY 2016-17 Food and Supplies for SC Child Dev Ctr	6,450.00
P174596	SoCal BioMed, LLC	Equipment and supplies for Biotechnology program	18,077.58
P174667	Southwest Offset Printing Company	Printing of fall 2016 schedule of classes	6,489.28
P174587	Systems Source, Inc.	Furniture for IVC Liberal Arts Bldg.	25,301.16
P174558	Systems Source, Inc.	Delivery and Installation of Furniture IVC	14,907.24
P174714	Turbine Technologies, Ltd.	Instructional Equipment for Engineering Courses	8,778.82
P174904	Unipak Corporation	Custodial Gloves - 2016/17	8,791.20
P174990	United Direct Marketing	Printing, processing, mailing Brochures	12,673.80
P174537	United Interiors	Furniture for IVC Liberal Arts Bldg.	13,935.67
P174896	Veritiv Operating Company	Supplies for the New Sciences Building	8,891.40
P174515	Vernier Software	Course Materials for Bio 93 Lab Class	6,278.46
P174697	Voxel8, Inc.	3D Printer for Engineering Courses	9,718.92
P174453	VWR International, Inc.	Supplies for Biotechnology Courses	13,350.91



**South Orange County Community College District**

**Purchase Order Ratification (Supplier)**

April 27, 2016 through June 8, 2016

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P174417	VWR International, Inc.	Supplies for Biology Lab Courses	6,593.85
P174657	Westminster Press, Inc.	Student Handbook 2016-2017	15,000.00
		<b>Total Purchase Orders</b>	<b>2,005,462.20</b>



# South Orange County Community College District

## Purchase Order Ratification (Amount)

April 27, 2016 through June 8, 2016

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P174632	Kimball International c/o United Interiors	Furniture for IVC Liberal Arts Bldg.	382,928.40
P174818	Dell Marketing L.P.	Language Arts Building Servers	202,150.93
P174825	Resilient Communications Inc.	Cisco Telecom System - SmartNet Maintenance	185,730.33
P174751	CDW Government, Inc.	HP Computers and Laptops for Science Building	116,576.24
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P174388	Motorola Solutions, Inc.	Motorola 4000 800 MHZ Model 3 Radios	16,489.22
P174492	Paton Group	Laser engraver/cutter for Architecture Classes	15,944.00
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P174367	GST	Classroom Instructor Lecturn Media Stations	12,356.01
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P174389	Market-Based Solutions	SCAQMD Emission Credits	11,751.00
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P174545	Paton Group	Engineering Equipment	9,228.60
P174809	Boundtree Medical	Replacement Equipment for EMS/Paramedic prgm	9,179.37
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P174474	S & B Foods Catering Division	Refreshments for IVC Cultural Competence Summit	8,874.04
P174904	Unipak Corporation	Custodial Gloves - 2016/17	8,791.20
P174714	Turbine Technologies, Ltd.	Instructional Equipment for Engineering Courses	8,778.82
P174538	Flir Systems, Inc.	Equipment for Engineering Course	8,669.60
P174616	Phoenix Business Machines, Inc.	Ricoh MP C3503 Copier/Scanner for District IT	7,646.40
P174465	Double Robotics, Inc.	Double 2 telepresence office robots and accessories	7,335.41
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P174750	GST	Electronic Displays for Science Building	6,601.65
P174417	VWR International, Inc.	Supplies for Biology Lab Courses	6,593.85
P174667	Southwest Offset Printing Company	Printing of fall 2016 schedule of classes	6,489.28
P174428	Safeway, Inc.	FY 2016-17 Food and Supplies for SC Child Dev Ctr	6,450.00
P174895	Gale Supply Company	Supplies for the New Sciences Building	6,350.13
P174515	Vernier Software	Course Materials for Bio 93 Lab Class	6,278.46
P174919	CDW Government, Inc.	Server Lift for Technology Services	6,261.22
P174316	Corporate Business Interiors	DSPS counseling Reception furniture - SC	5,590.00
P174670	Postmaster Attn: Bulk Mail	Postage for fall 2016 printed schedule of classes	5,563.00
P174752	Apple Computer, Inc.	iMacs for Science Building	5,557.44
P174513	B & H Photo	Student Lab fee supplies	5,478.11



South Orange County Community College District

Purchase Order Ratification (Amount)

April 27, 2016 through June 8, 2016

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P174495	Ki	BSTIC112 Computer Lab Chairs	5,152.68
P174815	Airgas USA, LLC	CO2 for Swimming Pool	5,000.00
		Total Purchase Orders	2,005,462.20





## South Orange County Community College District

EXHIBIT C  
Page 1 of 1

### Check Ratification

April 27, 2016 through June 8, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,624	20,158,381.85
07 IVC Community Education	7	5,512.96
09 SC Community Education	20	92,794.01
12 Child Development	26	245,339.54
40 Capital Outlay	137	8,624,838.27
68 Self Insurance	4	5,622.32
71 Retiree Benefit	3	358,346.63
95 SC Associated Student Government	78	172,985.08
96 IVC Associated Student Government	85	53,893.48
<b>Total Checks</b>	<b>1,984</b>	<b>\$29,717,714.14</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: May 2016 Contracts

**ACTION:** Ratification

### **BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$87,800 for equipment, supplies and maintenance projects. During May 2016, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

### **CONTRACTOR NAME**

### **CONTRACT AMOUNT**

<u>EPD Solutions Inc.</u> Professional Services Agreement- For planning services in connection with general permitting and entitlement for district-wide projects from 4/1/2016-6/30/2021. District Services	\$95,000.00
<u>TimeSaver Systems LLC</u> Independent Contractor Agreement- For consultant services various software development projects from 7/1/2016-11/30/2016. District Services	\$92,400.00
<u>Good Times Travel</u> Amendment No. 3- For additional community education travel programs of \$7,000 for a revised contract total of \$91,300. Saddleback College	\$91,300.00
<u>Southland Flooring</u> Construction Service Agreement- For flooring replacement services campus-wide from 5/25/2016-10/25/2016. Saddleback College	\$87,000.00
<u>Penn Corporate Relocation Services</u> Consultant Services Agreement- For move/relocation services for Fine Arts HVAC upgrade and interior improvement project from 5/25/2016-8/5/2016. Saddleback College	\$ 82,161.00

<u>dataBridge</u> Amendment No. 1- For increased fee for additional travel expenses for software consultation project of \$5,000 from \$1,050 for a revised contract total of \$81,700.	\$81,700.00
<u>Network Kinection, LLC</u> Independent Contractor Agreement- For career technical education business outreach services for Orange County Career Pathways Trust Project. Saddleback College	\$79,900.00
<u>eNamix, Inc.</u> Independent Contractor Agreement- For consulting services on MySite 3.0 from 4/26/2016-8/31/2016. District Services	\$75,000.00
<u>Devaney Pate Morris &amp; Cameron LLP</u> Legal Services Agreement- For legal services for design build procurement project from 4/1/2016-4/1/2021. District Services	\$75,000.00
<u>CEM Lab</u> Consultant Services Agreement- For testing and special inspection services for Fine Arts HVAC upgrade and interior improvement project from 4/28/2016-10/28/2016. Saddleback College	\$74,848.00
<u>codeCampus, LLC</u> Amendment No. 1- For additional community education classes in kids' computer science program of \$20,000 for a revised contract total of \$72,000. Saddleback College	\$72,000.00
<u>PLAE</u> Construction Service Agreement- For flooring replacement services in Physical Education (PE) weight rooms starting on 5/31/2016. Saddleback College	\$62,000.00
<u>Quick Caption</u> Amendment No. 1- For real time captioning services with an increase in hourly rate of \$65 from \$63 for a revised annual contract total of \$60,000. Saddleback College	\$60,000.00

<u>Enovity Inc.</u> Amendment No. 2- No cost extension of services from 5/31/2016 to 7/31/2016 for commissioning services for the Liberal Arts Building Project with total contract remaining at \$59,065. Irvine Valley College	\$59,065.00
<u>Culinary Cooking Kids</u> Amendment No. 2- For additional community education classes in kids' cooking program of \$20,000 for a revised contract total of \$57,080. Saddleback College	\$57,080.00
<u>Blue Coast Consulting</u> Architectural Services Agreement- For architect inspection services for Fine Arts HVAC upgrade and interior improvement project from 5/17/2016-9/17/2016. Saddleback College	\$55,000.00
<u>Pete Cosmakos LLC</u> Educational Services Agreement- For community education classes in youth aquatics, swim lessons and water polo skills clinics from 5/1/2016-9/1/2016. Saddleback College	\$52,000.00
<u>El Camino Community College District</u> Amendment No. 1- For additional training for Employment Training Panel (ETP) of \$40,000 for a revised contract total of \$50,000. Saddleback College	\$50,000.00 (Revenue)
<u>KOM Software</u> Software Support Agreement- For subscription and support of KOM, an email archiving software from 5/16/2016-5/15/2017. District Services	\$50,000.00
<u>Coast Community College District</u> Sub-grantee Agreement- For 6-summer boot camp sessions to provide high school students an opportunity to improve their English and/or math skills from 5/18/2016-11/30/2016. Irvine Valley College	\$49,829.00
<u>Gregg D. Ander, LLC</u> Amendment No. 2- For additional consultant services relative to energy sector activities for deputy sector navigator project of \$7,000 for a revised contract total of \$47,000. District Services	\$47,000.00
<u>Benchmark Consulting Services, LLC.</u> Amendment No. 1- No cost extension of services from 6/26/2016 to 9/30/2016 for issue resolution consultant services for the Liberal Arts Building Project with total contract remaining at \$40,000. Irvine Valley College	\$40,000.00

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

<u>Mad Science of Orange County</u> Amendment No. 1- For additional community education classes in kids' science enrichment program of \$5,000 for a revised contract total of \$39,800. Saddleback College	\$39,800.00
<u>dmoorecreative</u> Independent Contractor Agreement- For video content production for freshman advantage program and SBC assessment from 5/1/2016-8/15/2016. Saddleback College	\$39,750.00
<u>Hall &amp; Foreman, Inc.</u> Amendment No. 3- For additional construction project work of \$2,600 for a revised contract total of \$39,150. Irvine Valley College	\$39,150.00
<u>VMware</u> Software License Agreement- For subscription of VMWare Horizon, a cloud and virtualization software, used in A400 Language Arts Building. Irvine Valley College	\$35,445.30
<u>Tableau Software, Inc.</u> Software License Agreement- For maintenance renewal of Tableau desktop, a data virtualization software, through 7/23/2017. District Services	\$35,070.00
<u>Dell</u> Software Maintenance and Support Agreement- For maintenance and support of Enterprise software from May 2016 to May 2021. Irvine Valley College	\$32,405.36
<u>Irvine Unified School District (IUSD)</u> Educational Service Agreement- For providing 2016 Summer College Courses for Irvine Unified School District (IUSD) students. Irvine Valley College	\$32,012.00 (Revenue)
<u>Reilly Workplace Investigations</u> Amendment No. 1- For additional consulting services on workplace investigations of \$3,200 for a revised contract total of \$28,200. District Services	\$28,200.00
<u>VMWare</u> Software License Agreement- For license renewal of VMWare Horizon and vSphere, a cloud and virtualization software and platform for running virtual machines. Irvine Valley College	\$27,425.56

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

<u>IncrediFlix Educational Services</u> Amendment No.1- For additional community education classes in kids' film making program of \$13,000 for a revised contract total of \$25,000. Saddleback College	\$25,000.00
<u>Brain Builders</u> Amendment No. 1- For additional community education classes in LEGO® engineering program of \$7,000 for a revised contract total of \$22,000. Saddleback College	\$22,000.00
<u>Embassy Suites</u> Facility Use Agreement- For facility use and catering services for Common Assessment Initiative (CAI) Professional Development Regional Meeting in Ontario, CA on 6/10/2016. Saddleback College	\$17,700.00
<u>Montgomery Hardware</u> Construction Service Agreement- For energy door operator installation services in SSC 224 and Village 23-1 starting on 5/9/2016. Saddleback College	\$17,050.64
<u>ASAP, Inc.</u> Software License Agreement- For registration and data services for adult education program. Saddleback College	\$16,600.00
<u>Pearson</u> Software License Agreement- For online book subscriptions used by ESL Department. Irvine Valley College-BSI	\$16,194.00
<u>Webcurator</u> Training Agreement- For Windows 10 training sessions for IT employees. Irvine Valley College & Saddleback College	\$15,437.50
<u>Yosemite Community College District, Child Development Training Consortium</u> Amendment No. 1- For additional enrolled units of \$3,125 for a revised contract total of \$14,375. Saddleback College	\$14,375.00
<u>Meridian IT</u> Software Maintenance and Support Agreement- For Nutanix, a virtual desktop computer software, used in instructional labs and administration areas from 5/16/2016-5/15/2017. Saddleback College	\$13,570.18

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

<u>Avalon Tent &amp; Party</u> Amendment No. 1- For additional commencement chair rental of \$3,000 for a revised contract total of \$13,000. Saddleback College	\$13,000.00
<u>Outfront Media</u> Advertising Agreement- For bus advertisement from 7/11/2016-8/7/2016. Saddleback College	\$12,820.00
<u>CCS Presentation Systems</u> Independent Contractor Agreement- For new projection systems installation services in Business Sciences and Technology Innovation Center from 5/3/2016-6/30/2016. Irvine Valley College	\$12,500.00
<u>Coast Community College District</u> Grant-Sub Agreement- To implement the Career Technical Education Management Application at Saddleback College from 4/20/2016-10/31/2016. Saddleback College	\$12,000.00 (Revenue)
<u>H2 Environmental Consulting Services, Inc.</u> Amendment No. 1- No cost extension of services from 4/18/2016 to 8/18/2016 for environmental consulting with total contract remaining at \$12,000. Saddleback College	\$12,000.00
<u>Scantron Corporation</u> Software Maintenance Agreement- For updates and technical support of Class Climate, a faculty evaluation software, used by students from 4/28/2016-4/27/2017. Saddleback College / Irvine Valley College	\$11,895.00
<u>Koury Engineering &amp; Testing, Inc.</u> Geotechnical Service Agreement- For geotechnical testing and special inspection services for CDC existing shade structure site project starting 5/24/2016. Irvine Valley College	\$11,794.00
<u>Market-Based Solutions</u> Consulting Services Agreement- For preparation of annual emission reduction targets plan for 2016. Irvine Valley College	\$11,751.00
<u>Rancho Santiago Community College District</u> Grant Sub-Agreement- For implementing Summer Entrepreneurship Workshop: Small Business Project from 5/17/2016-7/31/3016. Irvine Valley College	\$11,180.00 (Revenue)

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

<u>H2 Environmental Consulting Services, Inc.</u> Consulting Services Agreement- For environmental consultant services for Fine Arts HVAC upgrade and interior improvement project. Saddleback College	\$10,850.00
<u>Outfront Media</u> Advertising Agreement- For bus advertisement to promote summer semester enrollment from 4/11/2016- 5/8/2016. Irvine Valley College	\$10,000.00
<u>Vital Link</u> Independent Contractor Agreement- For vendor to facilitate payment process during Career Café Conference in Costa Mesa on 5/9/2016 and 5/10/2016. Irvine Valley College	\$9,450.00
<u>Ventek International</u> Independent Contractor Agreement- For annual subscription and transaction processing services for parking permit dispensers from 7/1/2016-6/30/2017. Saddleback College	\$9,005.00
<u>GL Technical Solutions</u> Independent Contractor Agreement- For network voice mail refresh services starting on 5/1/2016. District Services	\$9,000.00
<u>The Regents of the University of California</u> Facility Use Agreement- For community education programs to be held at Laguna Niguel Elementary School from 7/18/2016-8/4/2016. Saddleback College	\$9,000.00
<u>R2A Architecture</u> Amendment No. 1- For additional architectural design services of \$3,925 for a revised contract total of \$8,865. Saddleback College	\$8,865.00
<u>Daikin Applied</u> Construction Service Agreement- For chiller core control panel repair services on 5/9/2016. Irvine Valley College	\$8,827.00
<u>H2 Environmental Consulting Services, Inc.</u> Professional Service Agreement- For environmental consultant services for repairs on the Technology and Applied Science Building. Saddleback College	\$8,000.00
<u>Pacific Parking Systems</u> Independent Contractor Agreement- For maintenance services on parking permit dispensers from 7/1/2016-6/30/2017. Saddleback College	\$7,920.00

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



<u>Masters Notary Academy</u> Amendment No. 1- For additional community education classes in notary program of \$5,000 for a revised contract total of \$7,800. Saddleback College	\$7,800.00
<u>dataBridge</u> Independent Contractor Agreement- For consulting services to migrate data warehouse from SharePoint 2010 to SharePoint 2013 from 3/17/2016-6/30/2016. District Services	\$7,700.00
<u>Electronic Design Solutions</u> Independent Contractor Agreement- For football stadium speaker repair services from 5/2/2016-6/30/2016. Saddleback College	\$7,654.24
<u>Instructure, Inc.</u> Software License Agreement- For Canvas Pilot, a learning management system, for fall 2016 semester. Irvine Valley College	\$7,500.00
<u>South Coast Window Tinting</u> Construction Service Agreement- For window tinting services in PAC lobby on 5/1/2016. Irvine Valley College	\$7,500.00
<u>Temecula Creek Inn</u> Facility Use Agreement- For facility use and catering services for Career and Technical Education (CTE) Faculty Professional Development Workshop in Temecula, CA. from 6/4/2016-6/7/2016. Irvine Valley College	\$7,500.00
<u>Jack Hollywood</u> Amendment No. 1- For additional CACareerCafé website edits of \$2,450 for a revised contract total of \$7,050. District Services	\$7,050.00
<u>Airport Van Rental</u> Amendment No. 1- For additional vehicle rentals of \$2,000 for a revised contract total of \$7,000. Saddleback College	\$7,000.00
<u>One Zero Digital Media</u> Independent Contractor Agreement- For creation of video content of career education pathways from 5/23/2016-12/31/2016. Irvine Valley College	\$7,000.00
<u>Steve Brown</u> Independent Contractor Agreement- For conducting a STEM workshop for engineering students from 5/31/2015-6/3/2016. Saddleback College	\$6,800.00

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

<u>Optic Photo Booth</u> Independent Contractor Agreement- For photo booth rental for campus events from 5/11/2016-6/30/2018. Irvine Valley College-ASIVC	\$6,399.00
<u>Mark French</u> Independent Contractor Agreement- For conducting a STEM workshop for engineering students from 5/31/2015-6/3/2016. Saddleback College	\$6,300.00
<u>Philip Scot Rabe</u> Independent Contractor Agreement- For conducting a STEM workshop for engineering students from 5/31/2015-6/3/2016. Saddleback College	\$6,300.00
<u>Thomas M. Singer</u> Independent Contractor Agreement- For conducting a STEM workshop for engineering students from 5/31/2015-6/3/2016. Saddleback College	\$6,300.00
<u>ComputerLand of Silicon Valley</u> Software License Agreement- For Azure software, a public cloud computing platform. Irvine Valley College	\$5,714.96
<u>International Business Machines Corporation (IBM)</u> Software License Agreement- For license renewal of IBM SPSS, a statistics software, used by Math Department from 9/1/2016-8/31/2017. Irvine Valley College	\$5,681.50
<u>Adolfo's Contractor Corporation</u> Amendment No. 1- For additional tennis court roof replacement services of \$320 for a revised contract total of 5,214. Saddleback College	\$5,214.00
<u>American Library Association</u> Software License Agreement- For subscription renewal of PsychARTICLES, a library database software, from 7/1/2016-6/30/2017. Irvine Valley College	\$5,134.75
<u>The Glass Spectrum</u> Amendment No. 3- For additional community education classes in stained glass art program for beginners of \$2,000 for a revised contract total of \$5,000. Saddleback College	\$5,000.00
<u>Quentin Frazier</u> Independent Contractor Agreement- For emergency preparedness consulting services from 4/20/2016-4/20/2017. Irvine Valley College	\$5,000.00

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

<u>Sims Tree Health Specialists</u> Independent Contractor Agreement- For pest treatment services for trees campus-wide from 4/30/2016-6/30/2016. Saddleback College	\$4,960.00
<u>Siteimprove</u> Software License Agreement- For providing accessibility and search engine optimization on South Orange County Community College District (SOCCCD) website from 5/27/2016-5/26/2017. District Services	\$4,890.00
<u>Oak Creek Golf Club</u> Facility Use Agreement- For facility use and catering services for IVC Classified Senate Staff Development Summit luncheon in Irvine, CA. on 6/30/2016. Irvine Valley College	\$4,619.92
<u>Quezada Pro Landscape</u> Landscape Service Agreement- For tree trimming services starting on 5/10/2016. Irvine Valley College	\$4,500.00
<u>International Business Machines Corporation (IBM)</u> Software Support Agreement- For annual subscription and support renewal of IBM SPSS-Campus Edition, a statistics software for FY 2016-2017. District Services	\$4,400.00
<u>Constant Contact</u> Software License Agreement- For providing subscription marketing services through June 2017 for Saddleback Adult Education. Saddleback College	\$4,248.00
<u>Parsons Brinckerhoff</u> Construction Service Agreement- For providing labor compliance services for storage building project from April 2016 to July 2016. Saddleback College	\$4,180.00
<u>End2End, Inc.</u> Independent Contractor Agreement- For maintenance and support of ARMS, a police computer aided dispatch and records management system for public safety, for FY 2016-2017. Saddleback College	\$3,955.00
<u>CDW-G</u> Software License Agreement- For license renewal of Trend Deep Security, a virtualization security and server protection from 6/27/2016-6/26/2017. District Services	\$3,700.00

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

<u>Haitbrink</u> Construction Service Agreement- For concrete repair services in Business Sciences and Technology Invention Center (BSTIC) on 5/23/2016. Irvine Valley College	\$3,600.00
<u>Mark Caspary</u> Independent Contractor Agreement- For sound design and engineering services for Summer Theatre 2016 from 6/1/2016-6/30/2017. Saddleback College	\$3,500.00
<u>Penn Corporation Services</u> Independent Contractor Agreement- For material relocation services from Learning Resource Center (LRC) to storage containers from 5/15/2016-8/15/2016. Saddleback College	\$3,264.00
<u>Ed Durst</u> Independent Contractor Agreement- For electronic timing services of track and field meets for race events from 4/1/2016-6/30/2017. Saddleback College	\$3,000.00
<u>Softchoice</u> Software License Agreement- For subscription of Lansweeper, an automated network discovery and asset management tool, used by Technology Services Department from 5/15/2016-5/14/2019. Saddleback College	\$2,965.84
<u>Flag Systems, Inc.</u> Independent Contractor Agreement- For providing audio, visual and projector services for Scholarship Ceremony on 5/13/2016. Saddleback College	\$2,900.00
<u>CDWG</u> Software License Agreement- For Fourwinds Interactive, a digital content display software, used in A400 Language Arts Building. Irvine Valley College	\$2,783.00
<u>The County of Orange Social Services Agency</u> Affiliation Agreement- To provide professional CPR/first aid training classes from 4/22/2016-6/30/2016 for the County of Orange Social Services Agency. Saddleback College	\$2,700.00 (Revenue)
<u>Johnny &amp; Anaya's Wrought Iron Works</u> Independent Contractor Agreement- For fabrication and installation services in A200 building from 5/1/2016-5/15/2016. Irvine Valley College	\$2,600.00

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

<u>Chapman University</u> Facilities Use Agreement- For facility use for 2016 Career Pathways Alignment Summer Institute, a workshop for college and high school faculties, from 6/2/2016-6/4/2016. Saddleback College	\$2,550.00
<u>California Hazardous Services, Inc.</u> Amendment No. 1- For additional fuel pump motor services of \$380 for a revised contract total of \$2,500.89. District Services	\$2,500.89
<u>Modual A/C Systems</u> Construction Service Agreement- For A/C unit replacement services in Village 27-1 on 5/27/2016. Saddleback College	\$2,500.00
<u>Quezada Pro Landscape</u> Landscape Service Agreement- For tree trimming services campus-wide at ATEP starting on 5/6/2016. Irvine Valley College	\$2,500.00
<u>Unidesk</u> Software License Agreement- For annual subscription of Unidesk Training Module, a virtual desktop software, used in Technology Services Department. Irvine Valley College	\$2,500.00
<u>H2 Environmental</u> Consultant Services Agreement- For environmental consultant services for Physical Education (PE) building flooring from 4/26/2016-5/11/2016. Irvine Valley College	\$2,410.00
<u>Sapphire Laguna</u> Independent Contractor Agreement- For catering services for Commencement Ceremony on 5/24/2016. Saddleback College	\$2,233.98
<u>Miller Mechanical</u> Independent Contractor Agreement- For cafeteria compressor services done on 2/11/2016. Irvine Valley College	\$2,004.16
<u>Matthew Jackson</u> Independent Contractor Agreement- For guest stage manager to assist with Summer Theater Arts Productions, Beauty and the Beast and Little Shop of Horrors, from 6/1/2016-8/2/2016. Saddleback College	\$2,000.00
<u>Skill Craft Body Shop, Inc.</u> Independent Contractor Agreement- For auto body repair services for police vehicles from 4/19/2016-6/30/2016. Irvine Valley College	\$2,000.00

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

<u>Judge Netting</u> Construction Service Agreement- For netting installation services to hammer throw equipment on 4/8/2016. Saddleback College	\$1,920.00
<u>Schneider Electric</u> Software License Agreement- For annual energy management software license and support. District Services	\$1,799.99
<u>Linda Fogerson</u> Independent Contractor Agreement- For facilitation and strategy consultation services for Foundation Board of Governors Annual Retreat on 5/14/2016. Saddleback College-Foundation	\$1,700.00
<u>Oak Creek Golf Club</u> Facility Use Agreement- For facility use and catering services for IVC Staff Development Event on 6/1/2016. Irvine Valley College	\$1,526.93
<u>Procure Software</u> Software License Agreement- For Procure software, a child care center management system. Saddleback College	\$1,427.00
<u>Quality Office Furnishings</u> Independent Contractor Agreement- For design services for B300 furniture from 4/30/2016-5/25/2016. Irvine Valley College	\$1,296.00
<u>Stacy M. Ruble</u> Independent Contractor Agreement- For grant applications technical consultation for 2016 NSF S-Stem Grant Proposal from 4/29/2016-5/16/2016. Saddleback College	\$1,275.00
<u>Pro Media</u> Amendment No. 1- No additional projection screen rental services of \$550 from 3/16/2016 to 5/31/2016 for total contract of \$1,100. Saddleback College	\$1,100.00
<u>Carolina Bravo-Karimi</u> Independent Contractor Agreement- For guest speaker for International Language Gender Conference on 5/2/2016. Saddleback College	\$1,000.00
<u>South Coast Fire Protection, Inc.</u> Independent Contractor Agreement- For fire extinguisher refill services after CERT training sessions from 6/6/2016-6/30/2016. Saddleback College	\$1,000.00

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

<u>Scannx</u> Software Maintenance Agreement- For annual maintenance of book scanner used in the library from 5/7/2016-5/6/2017. Irvine Valley College	\$918.00
<u>Quick Caption</u> Independent Contractor Agreement- For video captioning transcription services for Broadcast Department. Irvine Valley College	\$810.00
<u>Emcor</u> Construction Service Agreement- For HVAC equipment diagnosis in Life Science Building on 4/1/2016. Irvine Valley College	\$805.00
<u>Vote-now.com LLC</u> Software License Agreement- For Campus-Vote.com software, used to conduct electronic on-line voting for academic senate. Irvine Valley College	\$795.00
<u>Vital Link</u> Independent Contractor Agreement- For exhibit space for annual STEAM and the Arts Showcase at the Orange County Fairgrounds from 4/15/2016-4/17/2016. Irvine Valley College	\$753.00
<u>Aerial &amp; Crane Technology, Inc.</u> Independent Contractor Agreement- For annual inspection of facilities related equipment from 4/30/2016-5/10/2016. Irvine Valley College	\$750.00
<u>Costume Theater Inventory Resources</u> Independent Contractor Agreement- For providing access to the Elite Theatre Inventory Database, used by Theater Department from 5/12/2016-5/11/2017. Irvine Valley College	\$700.00
<u>Dave &amp; Busters</u> Facility Use Agreement- For catering and facility use for Career Technology Education (CTE) Mixer Event in Irvine, CA. on 5/5/2016. Irvine Valley College	\$700.00
<u>Jack Hartin</u> Independent Contractor Agreement- For IVC dance performance photography services on 5/6/2016. Irvine Valley College	\$700.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For fire hydrant flow testing services in classroom B200 from 5/16/2016-5/26/2016. Irvine Valley College	\$695.00

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

<u>Capturing True Emotion, LLC</u> Independent Contractor Agreement- For photography services for 2016 Foundation Gala from 4/12/2016-4/30/2016. Saddleback College-Foundation	\$600.00
<u>PDQ Rental Center</u> Rental Agreement- For forklift rental for 2016 Summer Theatre from 7/5/2016-7/7/2016. Saddleback College	\$665.00
<u>Red Hawk Fire and Security</u> Independent Contractor Agreement- For fire alarm panel services in Power Hose 1 from 5/23/2016-5/30/2016. Irvine Valley College	\$595.00
<u>BRU Grill &amp; Market</u> Facility Use Agreement- For catering and facility use for Men's Tennis Team Banquet on 5/14/2016. Irvine Valley College-Foundation	\$535.04
<u>Larry Broughton</u> Independent Contractor Agreement- For guest keynote speaker at VETS Program on 5/4/2016. Saddleback College	\$500.00
<u>Apple</u> Software License Agreement- For Apple Volume Purchase Program to fund iPad application downloads on campus. Irvine Valley College	\$500.00
<u>Optic Photo Booth</u> Independent Contractor Agreement- For photo booth rental for ASIVC Awards Ceremony on 5/5/2016. Irvine Valley College-ASIVC	\$500.00
<u>Peter Weitzner</u> Independent Contractor Agreement- For consulting services for student production of live television newscast from 4/22/2016-6/30/2016. Saddleback College	\$500.00
<u>Ranchofest</u> Sponsorship Agreement- For Rancho Santa Margarita's RanchoFest, a community outreach event, from 6/3/2016-6/5/2016. Saddleback College	\$450.00
<u>Mark Snyder Electric</u> Independent Contractor Agreement- For solar inverter inspection in PE 200 from 5/16/2016-5/30/2016. Irvine Valley College	\$405.00

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



<u>Christian Regul</u> Amendment No. 1- For additional musician services for Theatre Arts productions of \$160 for a revised contract total of \$400. Saddleback College	\$400.00
<u>Augusoft</u> Software Change Order Agreement- To purchase additional license of Lumens, a cloud-based enrollment management system, from 3/31/2016-12/31/2016. Irvine Valley College	\$375.00
<u>Dr. Leo Chavez</u> Independent Contractor Agreement- For guest speaker on the immigration issues for Latino Americans Event on 5/4/2016. Saddleback College	\$300.00
<u>Julie Nace</u> Independent Contractor Agreement- For required national registry observation during paramedic program skills testing on 7/1/2016. Saddleback College	\$300.00
<u>Nitda Phongcharern</u> Independent Contractor Agreement- For carving demonstration on 4/28/2016. Saddleback College	\$300.00
<u>ESRI</u> Software License Agreement- For subscription renewal of ARC GIS, a geographic software, used in Geography Department from 5/1/2016-4/30/2017. Irvine Valley College	\$260.00
<u>Leslie Schroelocke</u> Independent Contractor Agreement- Guest violinist for Symphony Orchestra concert on 5/14/2016. Saddleback College-Foundation	\$255.00
<u>Lucille Ford</u> Independent Contractor Agreement- Guest violinist for Symphony Orchestra concert on 5/14/2016. Saddleback College-Foundation	\$255.00
<u>Mark Ghaissi</u> Independent Contractor Agreement- Guest horn player for Symphony Orchestra concert on 5/14/2016. Saddleback College-Foundation	\$255.00
<u>Priyanka Venkatesh</u> Independent Contractor Agreement- Guest violinist for Symphony Orchestra Concert on 5/14/2016. Saddleback College-Foundation	\$255.00

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

<u>Sarah Moulton</u> Independent Contractor Agreement- Guest violinist for Symphony Orchestra Concert on 5/14/2016. Saddleback College-Foundation	\$255.00
<u>Mat Gleason/ Flechaverde, Inc.</u> Independent Contractor Agreement- For guest speaker for Art Department on 4/22/2016. Saddleback College-ASG	\$250.00
<u>DigiCert</u> Software License Agreement- For multi-domain (SAN) certificate used by technology services network administrator from May 2016 to May 2019. Irvine Valley College	\$239.00
<u>SJM Industrial Radio</u> Independent Contractor Agreement- For repair services to 2-way radio repeater on SSC building roof. Saddleback College	\$225.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For cafeteria hood repair services on 2/14/2016. Irvine Valley College	\$220.00
<u>Mike Sheehan</u> Independent Contractor Agreement- For guest speaker to lecture on painting and sketching on 3/18/2016. Saddleback College-ASG	\$200.00
<u>RDA Toolkit</u> Software License Agreement- For online cataloging software for library, used by Technology Services Department. Saddleback College	\$185.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For backflow testing services at ATEP from 4/20/2016-6/10/2016. Irvine Valley College	\$171.00
<u>Lisa Cherry</u> Independent Contractor Agreement- Guest horn player for Symphony Orchestra concert on 5/14/2016. Saddleback College-Foundation	\$170.00
<u>Jo Monteleone</u> Independent Contractor Agreement- Guest keyboard rehearsal player from 4/1/2016-4/16/2016. Irvine Valley College	\$160.00

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

<u>Thomas Goddard</u> Independent Contractor Agreement- Guest percussionist for Theatre Arts productions from 5/11/2016-6/30/2016. Saddleback College	\$160.00
<u>Elwin Kishimoto</u> Independent Contractor Agreement- For emergency repair service on kiln on 5/2/2016. Saddleback College	\$110.00
<u>Adam Rodriguez-A-ROK Entertainment</u> Independent Contractor Agreement- For providing DJ services for Transfer Celebration on 5/3/2016. Irvine Valley College-ASIVC	\$100.00
<u>Jason Penwell</u> Independent Contractor Agreement- For guest speaker on Music Business and Marketing on 5/5/2016. Saddleback College-ASG	\$100.00
<u>Apple</u> Software License Agreement- For Apple OS X server operation system, used for imaging machines in Technology Services Department. Irvine Valley College	\$19.99
<u>WrapBootstrap</u> Software License Agreement- For Bootstrap, a web and site template development software. Irvine Valley College	\$18.00
<u>CHOC Children's Mission Hospital</u> Clinical Affiliation Agreement- For on-site clinical experience for students enrolled in Nursing, EMT, Paramedic and Human Services Programs. Saddleback College	\$0.00
<u>Irvine Unified School District</u> Facilities Use Agreement- For facility use for C-STEM Day RoboPlay 2016, a robotic competition event, on 5/21/2016. Irvine Valley College	\$0.00
<u>Kindred Hospital Rancho</u> Clinical Affiliation Agreement- For on-site clinical experience for medical lab technician students. Saddleback College	\$0.00
<u>Mia Bella Pediatrics</u> Clinical Internship Agreement- For on-site clinical internship for students enrolled in Health Sciences/Human Services Program. Saddleback College	\$0.00

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

<u>Newport Beach Center for Plastic Surgery</u> Clinical Affiliation Agreement- For on-site clinical experience for students enrolled in Clinical or Administrative Medical Assistant Program. Saddleback College	\$0.00
<u>Norman P. Murray Community &amp; Senior Center</u> Facility Use Agreement- For off-campus facility use for Emeritus Institute activities from 5/31/2016-7/25/2016. Saddleback College	\$0.00
<u>Orange County Global Medical Center</u> Amendment No. 1- For vendor name change from WMC-SA to Orange County Global Medical Center, Inc. Saddleback College	\$0.00
<u>Sustain Recovery</u> Clinical Internship Agreement- For on-site clinical internship for students enrolled in Human Services Program. Saddleback College	\$0.00

**TO:** Board of Trustees

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

**RE:** SOCCCD: FY 2016-2017 Tentative Budget

**ACTION:** Approval

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### **BACKGROUND**

Title 5, California Code of Regulations, Section 58305(a) requires that each community college district Board of Trustees adopt a tentative budget no later than July 1 of each fiscal year. Approval of this budget allows the normal processing of payrolls and vendor payments at the start of the new fiscal year.

The District Resource Allocation Council (DRAC) has met and completed its work on the tentative budget model. The Basic Aid Allocation Recommendation Committee (BAARC) has also completed its process for tentative budget and funding recommendations are included in the presented tentative budget, with further basic aid recommendations coming at a future date.

### **STATUS**

The estimate of financial resources available to the District has been based on the Governor's May Budget Revision. The tentative budget includes a projected unrestricted ending balance for June 30, 2016 in the amount of \$33,915,103 plus unrestricted general fund resources of \$229,450,060. The actual ending balance for June 30, 2016 and the State Budget Act are not finalized; these projections will change before the adopted budget is presented to the Board on August 22, 2016. The Reserve for Economic Uncertainties has been set at 7.5% in accordance with the Budget Development Guidelines adopted by the Board of Trustees. In addition to the general fund, all other District fund budgets are also reported in the tentative budget enclosure.

The budget also includes Proposition 30 Education Protection Account (EPA) funds of \$2,790,000. These funds are budgeted for expenditures of part-time faculty salaries and benefits.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the FY 2016-2017 Tentative Budget (EXHIBIT A) as presented.



# TENTATIVE BUDGET

FY 2016-2017

June 27, 2016

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



# THE DISTRICT . . . . .



**Overview:** The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained stable. Total student headcount for spring 2016 is over 41,000 and full time equivalent students (FTES) for FY 2016-2017 number over 27,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,000 employees consisting of faculty, administrators, managers, classified staff, and police.

**Planning Efforts:** During the last several years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. This was in response to accreditation recommendations. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

**Major Capital Projects:** Major projects at Saddleback College include: a) continued design and construction for the Technology and Applied Sciences (ATAS) Swing Space and Renovation projects; b) ongoing construction on the Sciences Building project due to open in fall 2016; and c) continued criteria development on the Site Improvement project which will be combined with the Athletic Stadium Renovation project for economy of scale; d) the Fine Arts Complex HVAC & Interior Improvements project; and e) predesign investigation of the Math Science Engineering (MSE) Building.

Irvine Valley College projects include: a) construction of the A400 Design/Build project; b) construction of the Barranca Road connection; c) design for the New IVC Building project at ATEP; d) the IVC Parking Lot, Phase I with solar and e) the Health Center/Concessions Building project.

With the advent of the CIC and BAARC process, the addition of three construction managers at district level and one at Saddleback College, and two at Irvine Valley College, the resources are in place to address many additional facility projects including at Saddleback College: a) Central Plant/CoGen Upgrade, b) Exterior Campus Lighting, c) PE Sewer Ejector Repairs, d) Technology Services Storage area, e) Roof Numbering system and f)

## Wireless Access Points Installation.

At Irvine Valley College: additional projects included a) Field Repairs; b) Electronic Access Controls/Locks, c) Emergency Telephone/Mass Notification System, and d) PE Flooring Project.

And on a district-wide basis: additional projects include district-wide review and planning of a) Sustainability Plan; b) Parking; c) ADA Access Transition plan; d) Infrastructure Assessment.

**Major Technology Initiatives:** This year's proposed technology projects recommended by the District-wide Technology Committee (DTC) fall into five general categories. The first category is improvements to computing infrastructure, typified by the district-wide replacement of network security firewalls, faculty/staff email system, desktop computers, servers, classroom technology, and backup systems.

The second category is enterprise resource planning (ERP) software, where we are replacing aging software and manual processes for human resources and finance with Workday's new cloud-based ERP software. In addition, SOCCCD has joined key institutions in assisting with the design of Workday's new Student system, which will include functions from SOCCCD's award-winning suite of student success software.

The third category consists of college-requested items to improve service to students, such as a new "smart" student ID card and a new campus printing system for students.

The fourth category consists of major new software development projects such as MySite 3.0 which includes the new Student Success Dashboard. In the coming year we will be upgrading the class schedule with the SmartSchedule 2.0 project.

Finally, some technology funds are reserved to implement unfunded statewide mandates (past examples have included changes in student registration priorities and the handling of student course prerequisites).

**State Budget and the Community College System:** The Governor released his May Revision on May 13, 2016. Current year state revenues are outpacing the January estimates which triggers increases in the Proposition 98 minimum guarantee. The May Revision forecasts an increase of \$3.5 billion in the minimum guarantee for the budget year. The passage of Proposition 30 in fall of 2012 created the Educational Protection Account (EPA) which continues to provide temporary funding for education to be used for one-time purposes. The sales tax increase in Proposition 30 will expire on December 31, 2016. The income tax provision expires on December 31, 2018. There currently are proposed bills to extend the income tax provision beyond 2018, but not the sales tax increase.

It is now up to the Legislative Budget Committees of both houses to put forward their plans to the Joint Budget Conference Committee. The deliberations of the Conference Committee



may take several weeks or more to reconcile any differences. A majority vote is required to pass the budget unless it includes a tax increase, in which case a 2/3 vote is required. The constitutional deadline for passage of the Budget is June 15<sup>th</sup>.

Some of the highlights of the May Revise from the Governor that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- 0% COLA
- \$115 million for 2% enrollment growth; these funds will be distributed using the new growth funding formula for increased student enrollment
- \$75 million to increase the base allocation for operational costs
- \$30 million increase in Basic Skills funding
- \$248 million increase for economic development
- \$49.3 million for Prop 39 energy efficiency projects
- \$219.4 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance
- \$108.5 million to pay down outstanding mandated cost claims (one-time funds)

The Governor is proposing additional ongoing funds to increase the base allocation. These funds are intended for new operational costs mainly related to the increases in the STRS and PERS rates. This will increase the basic allocation to each college as well as the rate per FTES and amounts to an approximately 1.2% overall increase.

**SOCCCD Budget:** The SOCCCD budget for all funds totals over \$700 million. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative and the district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The tentative budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

Based on the January Governor's Budget Proposal, growth of 0.5% (\$0.66M) for increased student enrollment, and a base allocation increase of \$1.6M have been included in the Tentative Budget revenue for the colleges. The growth and base increase amounts will be adjusted based on the final state budget for the SOCCCD FY 2016-2017 Adopted Budget to be approved by the Board of Trustees in August. No dollars were allocated based on a state-wide 0% COLA.

Although new on-going revenue was not available through a COLA, District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget has risen beyond our recommended budget target of 86% - 88%. This indicator demonstrates the need for future budget vigilance and is a trend that needs to be reversed to ensure future financial health of the District. This creates a very real budget challenge that needs to be addressed.

STRS and PERS rates are anticipated to increase significantly over the next 5 years. STRS rate increases have already been set by the legislature. PERS rates are set each year by the PERS Board. For FY 2016-2017, the increase cost over the prior year is estimated at \$2.8 million. This will grow an additional \$9 million by FY 2020-2021. The Board has approved participation in a Pension Stabilization Fund to offset these increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with an additional \$12.6M budgeted from basic aid funds for FY 2016-2017.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total over \$53 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use. These funds are only partially allocated for the tentative budget and the remaining funds will be allocated at a later date.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Chancellor Poertner has reviewed the tentative budget and confirms that it is balanced as is required by law.

The state budget is required to be sent to the Governor by June 15 with final approval by the Governor before June 30. The adopted budget will be submitted to the Board for approval in August.

***Dr. Debra L. Fitzsimons***

*Vice Chancellor, Business Services  
South Orange County Community College District*



Saddleback College is pleased to submit its Tentative Budget to the Board of Trustees and Chancellor. This budget uses income and expenditure simulations in accordance with the Governors May Revise budget proposal.

Saddleback is primarily funded through the State SB361 apportionment calculation. The State Budget proposes a 0.0% cost-of-living-adjustment (COLA), and 2% for growth; however, due to the new Community College Growth Formula, we will receive growth of only 0.5%. The college has used these assumptions to develop income and expenditure projections. Expenditure assumptions include funding for all existing personnel; replacement of all vacant faculty, classified, and management positions; step and column increases: collective bargaining related increases; fringe benefit increases, and health and welfare increases. Expenditure simulations include the addition of ten new full-time faculty positions, of which three are counseling positions.

The State Budget includes much needed one-time equipment/scheduled maintenance funds that the college will combine with prior year equipment/scheduled maintenance funds, and use to complete a much needed building access control project campus wide. In recent years the college has placed a high priority on this access control project and these funds have allowed us to make this priority a reality.

Both the State Teachers Retirement System (STRS) and Public Employee Retirement System (PERS) have revised contribution rates through FY 2020-2021, and projected employer rates rise sharply over that period. STRS rates will increase from 8.25% in FY 2013-2014 to 19.1% in FY 2020-2021, and PERS is projected to increase from 11.442% in FY 2013-2014 to 20.40% in FY 2020-2021. It is projected that by FY 2020-2021 Saddleback College will be required to pay at least an additional \$5M per year for these increases, based on FY 2013-2014 expenditures. However, due to action by the Board of Trustees, a pension stabilization fund has been set-aside which will fund these increases for non-categorical budgets until that time.

In accordance with the college's participatory resource allocation process, the college completed prioritization of its FY 2016-2017 resource requests in May, for recommendation to the College President. As the College Adopted Budget is developed, these requests relating to personnel, equipment, facilities, technology and 'other' will be considered for funding, and appropriate funds allocated in the Adopted Budget.

The District Basic Aid Allocation Resource Council (BAARC) process for FY 2016-2017 has not yet been completed, and it is anticipated funding for recommended projects will be made at a future date. Following the district process, Saddleback expects facility related allocations will be made utilizing the district five-year facilities plan priorities as a guide.

The continuing trend of annually increasing costs for existing personnel for step and column movement, collective bargaining agreements, fringe benefit increases, health and welfare increases, and the need to invest growth income into achieving increased FTES,

presents an ongoing challenge to control the percentage of budget allocated to salaries and benefits. These budget pressures, coupled with substantially increased demands placed on faculty, staff and management, have created a challenge as the college pursues its top goal to significantly improve student success numbers and rates of degrees, certificates, and transfers. To enhance efficiency and cost effectiveness district-wide, Saddleback College has recommended that there be a districtwide approach to enrollment management and strategies.

This budget will be refined and updated based on State and District budget simulations in preparation for submission of the Adopted Budget in August. Faculty, staff and management remain committed to meeting the college mission and moving towards its vision of 'being the first choice'. We appreciate our successful partnership with the Board of Trustees, Chancellor, District Services, Irvine Valley College and the South Orange County community.

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Tod A. Burnett, Ed.D., President and Carol Hilton, Vice President for Administrative Services

## IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College presents a FY 2016-2017 tentative budget of \$61.6 million, which has been balanced using a combination of cost-saving measures and planning assumptions as outlined below. The college was challenged in balancing the budget with salaries and benefits costs consuming a larger portion of the budget as the increases are far out pacing new revenues. The table below shows this ratio to be the highest in the recent six years:

<b>Fiscal Year</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Salaries and Benefits	40,547,025	41,195,124	42,628,569	46,030,664	50,381,438	57,089,709
Operating Budget	45,638,220	46,069,279	47,898,208	53,234,436	61,166,531	61,550,962
<b>Salaries &amp; Ben./Operating Budget</b>	<b>88.8%</b>	<b>89.4%</b>	<b>89.0%</b>	<b>86.5%</b>	<b>82.4%</b>	<b>92.8%</b>

Major contributors to the higher cost of salaries and benefits include an employee pay increase of \$4.6 million in FY 2016-2017 (including \$3.2 million in FY 2015-2016); employee step-and-column movement cost of \$1.0 million, hiring ten new faculty at a cost of \$850,000 based on Faculty Obligation Number (FON); and an estimated \$400,000 in increased health and welfare benefit costs. The state COLA for FY 2015-2016 was 1.02 percent with most employee groups receiving a 6 percent COLA. For FY 2016-2017, the Governor's revised budget includes no COLA and most employee groups will be receiving a 3 percent COLA.

Ongoing expenditures for utilities, software, contract and supplies have been funded using one-time sources of funds, primarily the college's ending balance projected at \$4.4 million. The budget contains no reserves for economic uncertainties. Because of the structural imbalance, it is projected that the college will exhaust its one-time funds in FY 2016-2017 and experience operational deficits in future years.

The budget balancing measures include the board approved pension stabilization program that held the STRS and PERS rates at their FY 2015-2016 levels covering an estimated \$600,000 in pension costs. The college delayed a scheduled maintenance project thus deferring \$493,350 in required college matching costs. The Child Development Center (CDC) would have needed a \$400,000 as a revenue transfer from general fund in FY 2016-2017. The college will be working with CDC to identify solution options for the center, as the college will be unable to subsidize it in FY 2016-2017. The budget has a built in assumption of \$300,000 in salary savings due to attrition. The plan calls for an increased productivity, defined as weekly student contact hours over full-time equivalent faculty, to generate another \$300,000 in general fund savings. No funding has been budgeted for equipment purchase as the college intends to utilize restricted sources of funds instead. This measure saved \$143,000.

To continue these efforts the college will be reviewing all previously approved but unspent augmentations to generate additional solution options. New expenditures will be approved only if a corresponding revenue stream or savings has been identified, except for those required for health and safety reasons. Further, all auxiliary funds will be analyzed in an effort to distribute overhead where appropriate. Lastly, there will be a concerted effort to

raise additional local income through facilities rental and other programs while all non-essential expenditures, such as certain travel and refreshments, will be restricted. The above efforts have contributed to balancing the annual budget, however to achieve a long-term structurally balanced budget additional expenditure reductions must be considered. We are thankful for the continued support of the Board of Trustees and the Chancellor in this challenging fiscal environment.

Dr. Glenn Roquemore, President, Irvine Valley College  
Davit Khachatryan, Vice President for Administrative Services



## ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

In 2004, the SOCCCD was conveyed 68.37-acres of land from the Department of the Navy on the former Marine Helicopter Base in Tustin and named the Advanced Technology & Education Park (ATEP). The district opened with a 1-1/2 acre temporary campus in fall 2007 to begin serving students. Land exchange agreements with the City of Tustin were completed in 2013. This new land configuration provided the District a 61.4 acre site to develop. Included in the agreements was an agreement to cost share and extend Bell Avenue. Bell Avenue, now newly called Victory Drive, will be constructed coinciding the construction of the IVC First Building at ATEP. Victory Road bifurcates the property and provides better access for our future students and the general public who will use the site.

Currently, Irvine Valley College oversees the day-to-day operations of the 14,088 square feet of temporary instructional buildings at the ATEP site. The District leases these buildings from the City of Tustin. District Services oversees planning, legal, and infrastructure development for the site.

### ***Accomplishments and Future Activities***

ATEP has several projects currently underway supporting the development of this site. Recent accomplishments and future activities in the planning and development of the ATEP site include:

- The design documents for the first ATEP building which will support Irvine Valley College academic programs were submitted by the Design-Builder to the Division of the State Architect (DSA) for review. It is anticipated that construction will commence in early September. The building will be a 32,000 square foot facility housing academic programs already on the ATEP site, along with an electrical/electronic program being moved from IVC to ATEP, and a Testing Center. The new building will also house an increased presence of student services that will better support our ATEP students.
- The design for the utility and road infrastructure project that will support the IVC first building and Phase I of the site was completed and has been approved by DSA. The District is currently in the process of prequalifying a General Engineering Contactor to bid the project. The ATEP Infrastructure Project will support the IVC First Building and additional site development, providing a utility back-bone to all of the phase one area in the ATEP Development Framework. This project is also expected to commence in September 2016.
- The City of Tustin and the District are working together to construct an extension of Bell Avenue, now designated as Victory Road, going through the ATEP development area. The road will be dedicated to the city upon completion and provide for important access and increases in average daily trips for the ATEP site. The construction on the road is expected to be completed by spring 2017.
- District staff is also working with the County of Orange to facilitate the design of the County Animal Care Center which is being built adjacent to the ATEP site on land leased from SOCCCD.

- All four construction projects will be going on simultaneously on the site with all four to be completed by various dates in the fall of 2017.
- The District is in the process of evaluating qualification packages from commercial real estate brokers. The successful broker will continue the work of C.B. Richard Ellis who has been continuously responsible to advertise partnership opportunities for the ATEP site. These partnerships will embrace opportunities for college program synergies to support student training, instruction, and career success.
- The Land Exchange Agreement entered into with the County of Orange in 2011 was finalized. This Exchange allows for a more contiguous configuration of the ATEP site.
- The District is in the process of establishing the Covenants, Conditions and Restrictions (CC&R's) for the future tenants who develop portions of the site.

*Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*



## BUDGET DEVELOPMENT GUIDELINES

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### **Board Philosophy:**

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

### **Participatory Governance:**

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

### **Guiding Principles:**

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

#### **1. Reserve for Economic Uncertainties**

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

#### **2. Future Long Term Debt Issues**

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

#### **3. Retirement Incentives**

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

#### **4. Area/College Allocations**

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

**5. Deficit Financing**

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

**6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans**

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

**7. Basic Aid**

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

**8. One-time Cost Savings**

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

**9. Full Time Equivalent Student Targets**

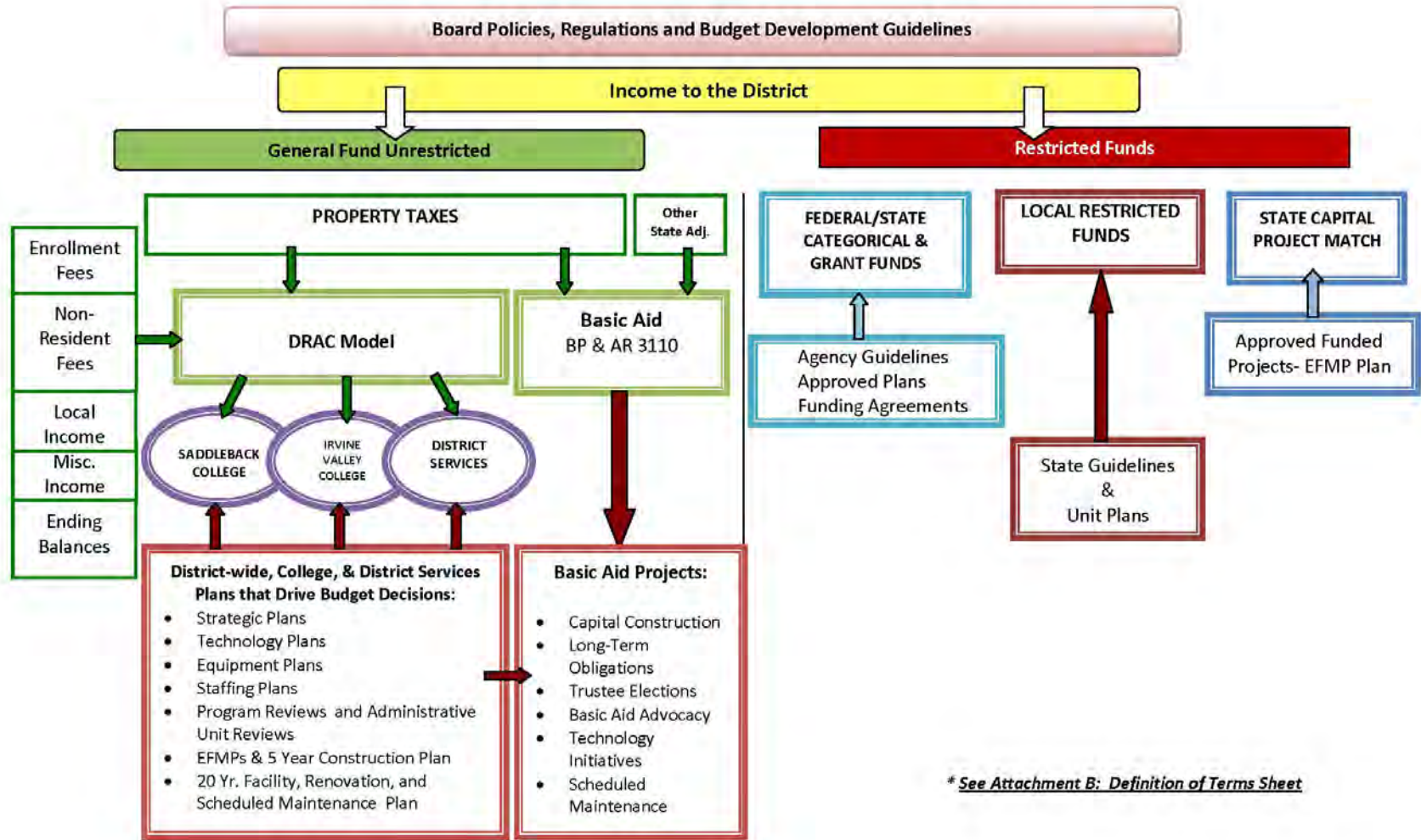
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

**10. Funding for Growth**

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS**



*\* See Attachment B: Definition of Terms Sheet*

d# 8/11/2011

## SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 105,228,499	\$30,971,617	\$136,200,116
Irvine Valley College	\$ 61,550,962	\$16,059,817	\$ 77,610,779
ATEP Operating	\$ 839,869		\$ 839,869
District Services	\$ 17,100,367		\$ 17,100,367
District-wide General Expense	\$ 3,846,872		\$ 3,846,872
Part-Time Faculty Parity Funds	\$ 575,592		\$ 575,592
Basic Aid Allocation/Transfer**	\$ 25,581,461		\$ 25,581,461
Basic Aid Contingency	\$ 35,993,188		\$ 35,993,188
Reserves for Economic Uncertainties	\$ 12,648,353		\$ 12,648,353
<b>TOTALS***</b>	<b><u>\$ 263,365,163</u></b>	<b><u>\$ 47,031,434</u></b>	<b><u>\$310,396,597</u></b>

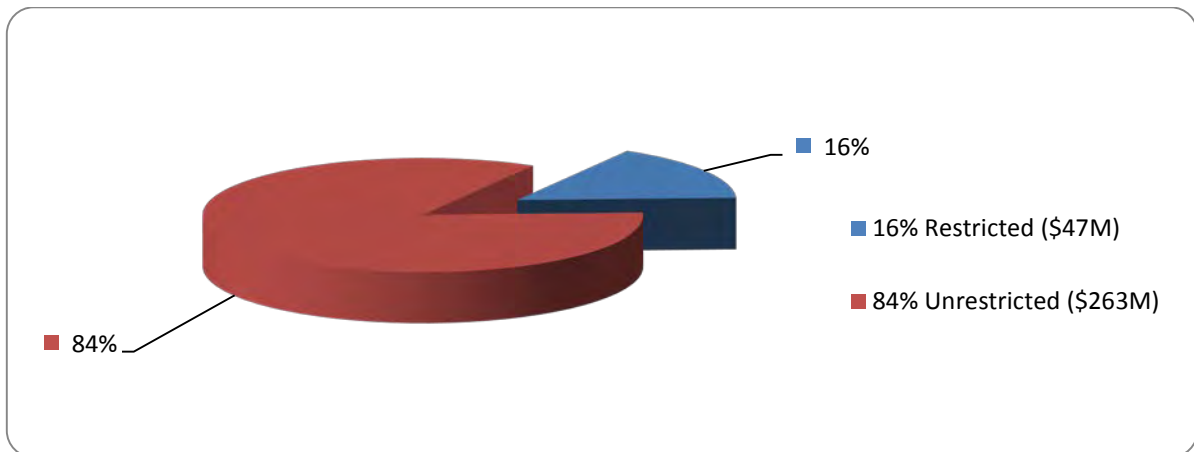
\* See pages 26 through 29 (Total of revenue, expenses and ending balance for each budget location)

\*\*Prior Year Beginning balance of Basic Aid funds (\$0.5 M) is in the Capital Outlay fund.

\*\*\*The basic aid total was based on conservative property tax estimates and will be revised for final budget.

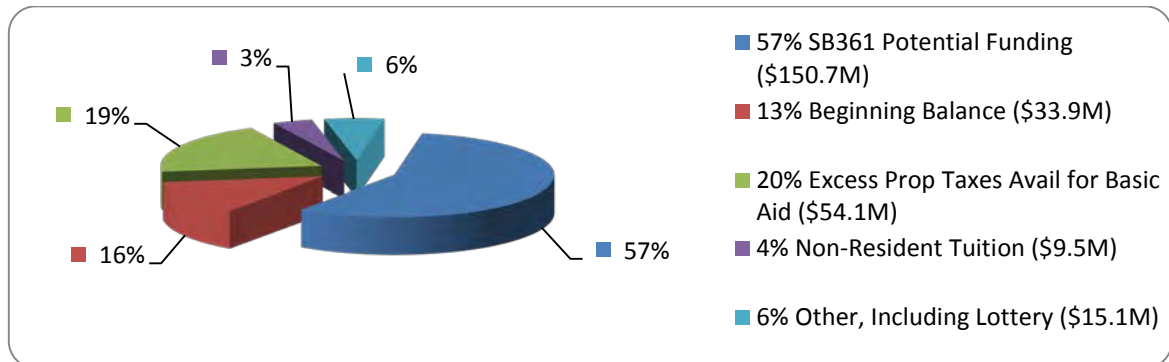
## GENERAL FUND REVENUE

The general fund, which totals \$310 million, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

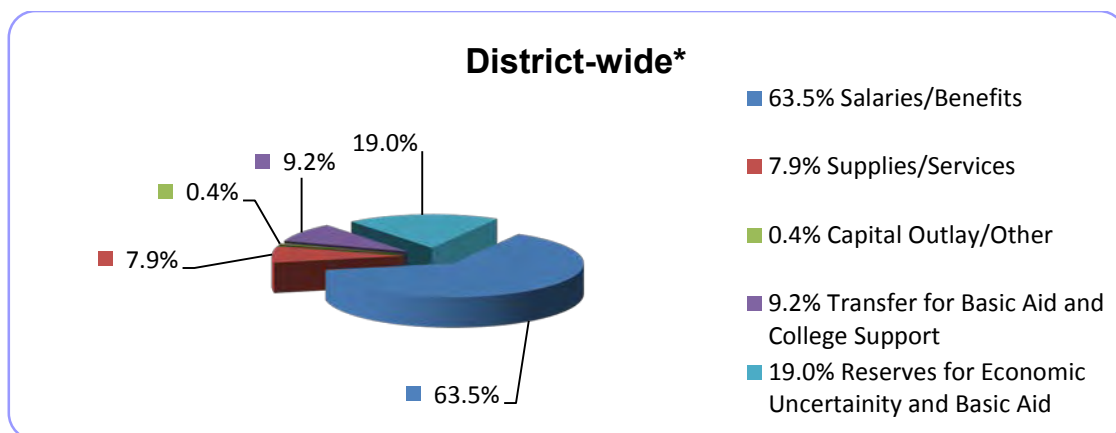


## UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$263 million (84% of the activity). This is a decrease of \$7 million over last year due primarily to decreases in beginning balance and mandated cost reimbursements and increases for growth and base augmentation. Of the resources, 57% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA and student enrollment growth. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2016-2017 Basic Aid (20%), Non-Resident Tuition (4%), and other sources, including Prop 30 EPA funds and Lottery (6%). The beginning balance, carried forward from the prior year, is 13% of available unrestricted funds.

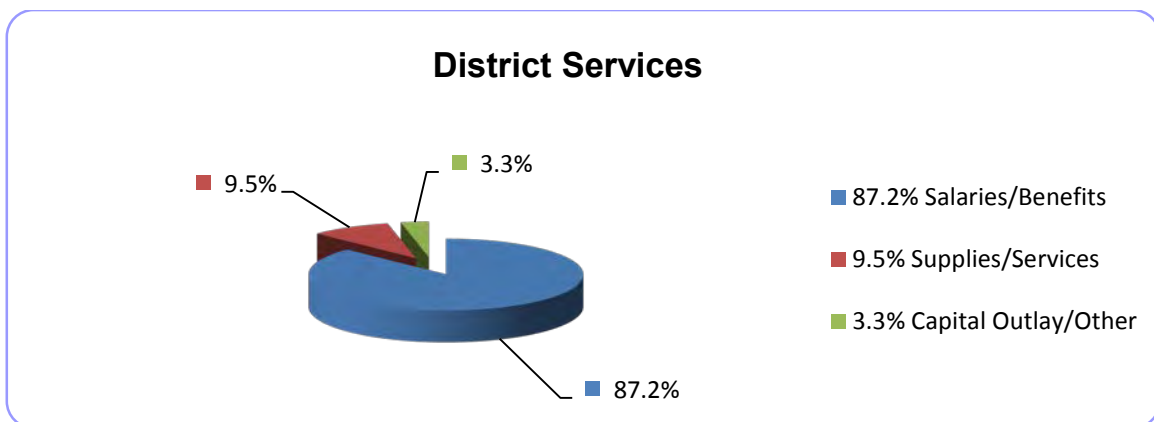
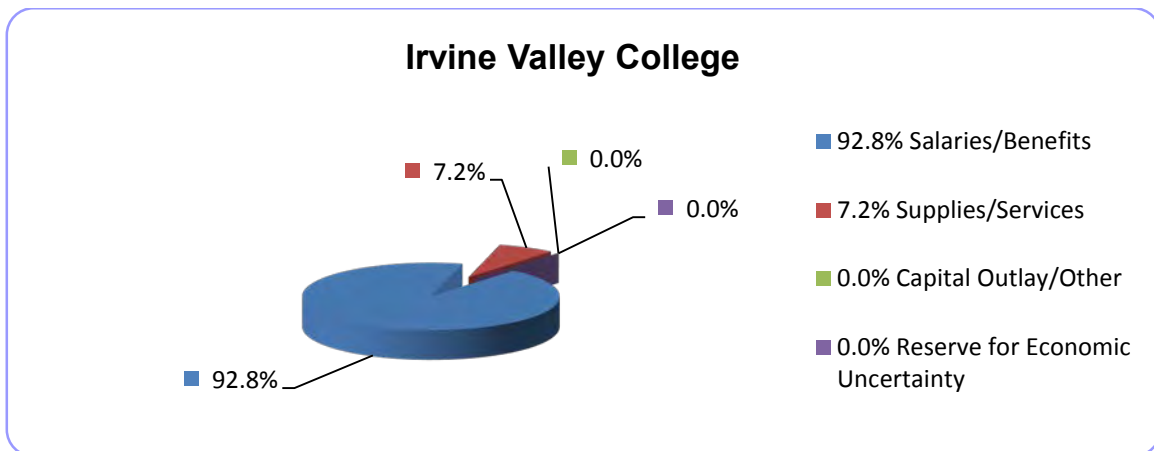
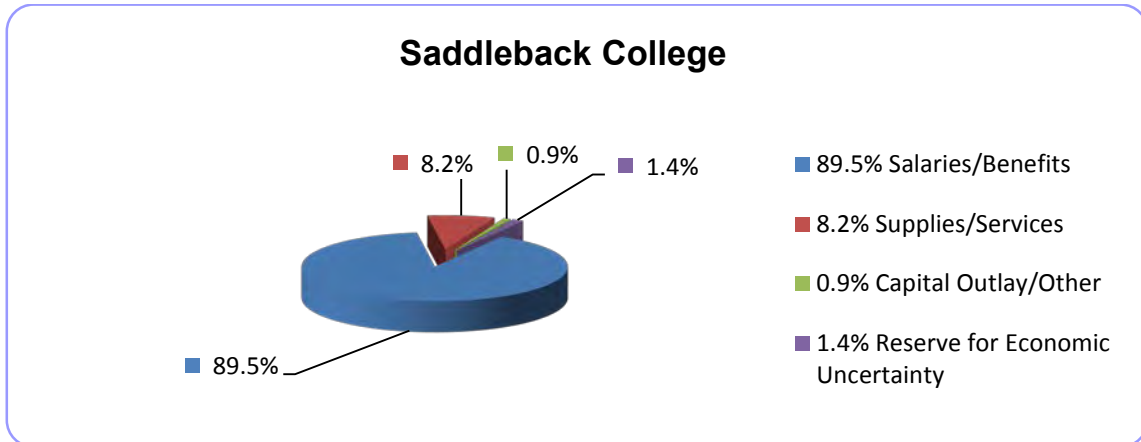


## UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES



\*Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 88.2%, which has increased from 84.9% last year.

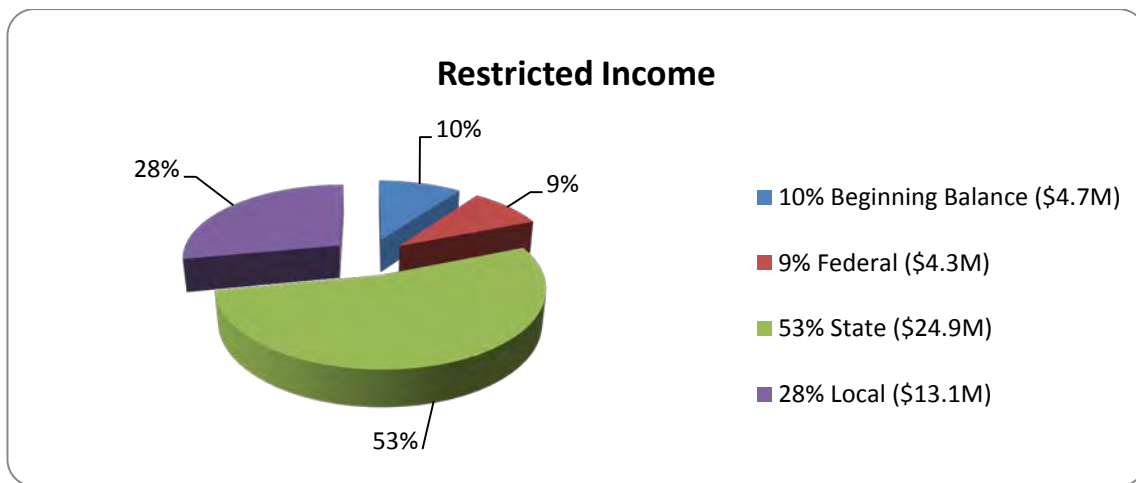
Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 89.5% of its operating budget (up from 82.1%) and Irvine Valley College salaries and benefits equal 92.8% of its operating budget (up from 82.4%). District Services salaries and benefits increased from 76.8% to 87.2% of its operating budget. These increases reflect the negotiated salary increases and the overall reduction in available funds.



*For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-88% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range. We are exceeding this range which is a budget concern and need to be reversed.*

## RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$47 million (16% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$6 million from the prior year primarily from local funds. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.



## NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is estimated at \$33.9 million. This is made up of the prior year reserve for contingency (\$13.1 million), location beginning balances (\$12.5 million), and basic aid funds (\$8.3 million) which are included in the basic aid project budget.
- FTES targets have been increased by 0.5% over last year’s targets to align with the State apportionment formula and growth funds were provided to the colleges in the DRAC funding model.

	FY 2012-2013 Actual	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 P2	FY 2016-2017 Target
IVC	9,329	9,419	9,510	9,962	9,712
SC	18,475	15,541	18,177	15,617	18,564
<b>TOTAL</b>	<b>27,804</b>	<b>24,960</b>	<b>27,687</b>	<b>25,579</b>	<b>28,276</b>

- Proposition 30 Education Protection Act (EPA) funds are budgeted at \$2.8 million, which is consistent with FY 2015-2016. The revenue will be adjusted at the Adopted Budget when FTES estimates are confirmed. These revenues are from temporary taxes that will expire in FY 2016-2017 and FY 2018-2019 and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat. Continuing increases in both the number and percentage of students who qualify for Board of Governor (BOG) waivers offsets any increases in enrollment fees. Since FY 2007-2008, there has been an almost 200% increase in the number of students qualifying for BOG waivers.
- Lottery revenue is budgeted at \$3.8 million based on an estimated \$130 per FTES funding an increase of \$300,000 from the prior year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) and negotiated salary increase are included in the tentative budget for all employee groups. This includes a 3% increase for faculty, classified, administrators and managers.
- The tentative budget includes an estimated 5% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance. Actual cost increases will be finalized in June and reflected in the adopted budget.
- Workers' Compensation insurance remains budgeted at 1.8% of salaries with no anticipated increase for the adopted budget.
- The unemployment insurance rate for FY 2016-2017 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 13.888% of salaries, an increase of 2.041% from FY 2015-2016. The rate was approved by the PERS board in April. Additional increases are anticipated for the next several years.

Fiscal Year	2015-2016 Estimated	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	0.11847	13.89%	16.60%	18.20%	19.90%	20.40%	
PERS Contribution	5900802.7	7,124,914	8,771,730	9,617,198	10,515,507	10,779,716	4,878,913

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2016-2017 is budgeted at 12.58% of salaries, an increase of 1.85% from FY 2015-2016. This increase was approved by the legislature last fiscal year. We will continue to see similar increases in the coming years.

Fiscal Year	2015-2016 Estimated	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%	
STRS Contribution	7,777,325	9,391,790	11,096,124	12,518,704	13,941,284	14,687,177	6,909,852



- The property and liability insurance coverage is budgeted at \$1,250,000, which is a \$50,000 increase over the prior year.

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>AMOUNT</u>	<u>CHANGE</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 400,000	\$ 300,000
District-wide IT Maintenance Agreements	\$ 726,872	(\$81,960)
District-wide Strategic Planning	\$ 110,000	
Faculty Job Fair	\$ 30,000	
Financial Audit	\$ 145,000	
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 30,000	
Legal Fees	\$ 500,000	\$ 25,000
Offsite Technology Security	\$ 115,000	
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 200,000	
Property & Liability Insurance	\$ 1,250,000	\$ 50,000
Faculty Sabbatical Bond Payments	\$ 18,000	
Employee Safety Compliance Cost	\$ 50,000	\$ 10,000
Taxpayer Relief Act Compliance	\$ 42,000	
<b>TOTAL GENERAL EXPENSE ACCOUNTS</b>	<b>\$4,146,872</b>	<b>\$303,040</b>
District Services Facilities and Maintenance*	\$ <300,000>	
<b>ADJUSTED GENERAL EXPENSE ACCOUNTS</b>	<b>\$3,846,872</b>	<b>\$ 303,040</b>

*\*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building*

The FY 2016-2017 Tentative Budget includes inter-fund transfers as follows:

To:	From:					Total
	General Fund SC	General Fund DS	Capital Outlay	Basic Aid	Pension Stability	
General Fund IVC (a)					\$610,004	\$610,004
General Fund SC (b)			\$2,100,000		\$1,202,005	\$3,302,005
General Fund DS (c)					\$195,000	\$195,000
Child Development (d)	\$250,000					\$250,000
Self-Insurance Fund (e)		\$250,000		\$100,000		\$350,000
Retiree Benefits Fund (e)				\$11,050,000		\$11,050,000
Pension Stability Fund (e)				\$12,600,000		\$12,600,000
<b>Total Transfers</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$2,100,000</b>	<b>\$23,750,000</b>	<b>\$2,007,009</b>	<b>\$28,357,009</b>

- (a) Transfer from Pension Stability Trust to IVC
- (b) Transfer from Pension Stability Trust to SC
- (c) Transfer from Pension Stability Trust to DS
- (d) Transfer from SC to support child development center
- (e) Basic Aid funds allocated for insurance deductibles, retiree health benefits liability and pension liability based on initial BAARC recommendations for FY 2016-2017

## FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2016-2017 Tentative Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$12,648,353. The State Chancellor's Office recommends a minimum district reserve of 5%.

## BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2004	\$ 74,365,248
2004 - 2005	\$ 40,162,878
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 41,571,064
2014 - 2015	\$ 49,642,317
2015 - 2016	\$47,849,086

The District estimates that property tax receipts above state calculated allocation amount for FY 2016-2017 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2016 - 2017	\$ 53,582,973
2017 - 2018	\$ 53,376,920
2018 - 2019	\$ 53,138,084
2019 - 2020	\$ 52,874,697

The receipt amount for FY 2015-2016 is still an estimate. The final property tax collections will be determined at the close of the fiscal year and this figure will be amended for the adopted budget.

The assumptions used to estimate basic aid funds for FY 2016-2017 are: SB361 funding COLA is estimated at 0.0%, growth is 0.5%, a base allocation increase of \$1.6 million, and enrollment fees at \$46 per unit. For the following years, SB361 COLA is estimated at 1% for FY 2017-2018 and 2% thereafter. Growth is estimated at 0.5% for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue. The FY 2016-2017 estimates are based on that information and historical trends. For the FY 2016-2017, property taxes are budgeted with a 4% increase over FY 2015-2016. For the following three years, secured taxes are estimated to increase 2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) is following this process for its recommendation for allocating the FY 2016-2017 basic aid funds and has partially allocated funds at this time. Additional allocations will be made at a future date. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2016-2017 Tentative Budget.

### ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<b><u>FY 2016-2017 Resources</u></b>	<b><u>Amount</u></b>
Estimated Balance at July 1, 2016	\$ 10,905,949
Receipts FY 2016-2017	<u>\$ 53,582,973</u>
Estimated Property Taxes for Basic Aid	\$ 64,488,922
Contingency for Unrealized Tax Collections (20%)	(\$10,716,595)
Unallocated Funds	<u>(\$ 25,840,895)</u>
<b>Total Allocated FY 2016-2017</b>	<b><u>\$ 27,931,432</u></b>
<b><u>Budgeted Expenditures</u></b>	
FY 2016-2017 Long-Term Obligations and Fixed Expenses	\$ 24,625,000
Funding for Capital Projects	\$ 3,306,432
<b>Total Approved and Budgeted Projects</b>	<b><u>\$ 27,931,432</u></b>

The following projects were approved by the Board of Trustees:

<b><u>Basic Aid Projects</u></b>	<b><u>Project Amount</u></b>
<b>Closed Projects</b>	<b>\$207,737,690</b>
<b>Prior Approved Open Project Balances</b>	<b>\$406,203,100</b>
<b><u>New FY 2016-2017 Project Funding</u></b>	
<b><u>Long Term Obligations &amp; Fixed Expenses</u></b>	
Insurance Deductibles*	\$100,000
SOCCCD - Legislative Advocacy Services*	\$125,000
Board of Trustee Election*	\$750,000
Retiree Benefits Expenses*	\$11,050,000
Pension Stability Trust*	\$12,600,000
<b><u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u></b>	
SC - Fine Arts HVAC, Interior Improvements, Outdoor Theater*	\$2,100,000

<b><u>ATEP Development &amp; Operations</u></b>	
ATEP Support (security, maintenance and operations support)*	\$766,432
<b><u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u></b>	
District-wide ADA Physical Access Transition Plan*	\$440,000
<b>Total FY 2016-2017 Funded Projects</b>	<b>\$27,931,432</b>
<b>Cumulative Total - Basic Aid Projects</b>	<b><u>\$641,872,222</u></b>

*\*Reflects an augmentation to an existing project*

## OTHER FUNDS

### **Community Education Fund (Fund #07 and Fund #09)**

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

### **Child Development Fund (Fund #12)**

The Child Development funds are intended to be self-sufficient. The District operates child development programs at both colleges for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$250,000 of support from the unrestricted general fund (26% of funding). Irvine Valley College has not budgeted any support for the child development program for the tentative budget. The child development program is also not charged for administration or operations, and it is currently not self-supporting.

### **Capital Outlay Projects Fund (Fund #40)**

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies in 2011. Funds are received based on prior “pass-through” agreements as well as residual funds not need to pay remaining agency obligations. These funds will be distributed following the DRAC model allocation with a 20% contingency. More information will be provided on RDA funds in the adopted budget.

The next table is a schedule of planned capital outlay projects.

## CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2016-2017
<u>Project Description</u>	Tentative
	Budget
<b>Basic Aid Projects (including required college match)</b>	\$165,335,388
<b><u>Other Project Funds</u></b>	
ATEP Property Development	\$1,019,000
District Technology Enhancement	\$274,393
State Proposition 39 Energy Projects	\$755,761
State Scheduled Maintenance Projects (including required college match)	\$381,601
SC - Future Parking Lot Projects	\$640,052
SC - Future Capital Outlay Projects	\$4,986,780
District - Future Capital Outlay Projects	\$30,637,050
Redevelopment Funds Reserved for Future Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$34,959,159
<b>Total Fund 40</b>	<b>\$238,989,184</b>

### **Facilities Corporation Capital Outlay Projects Fund (Fund #41)**

The District established the Facilities Corporation Capital Outlay Projects Fund to account for the transactions related to the New Markets Tax Credit (NMTC) funding or other alternate sources of funding that is being explored to assist with the funding of the development of ATEP. There currently are no NMTC funding opportunities or other sources of funds, therefore, no budget is established for FY 2016-2017.

### **Self-Insurance Fund (Fund #68)**

The self-insurance fund is used to account for the activities of the District’s risk management department and the self-funded programs for property/liability and workers’ compensation.

### **Retiree Benefit Fund (Fund #71)**

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year’s annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted at a minimum of every two years to update the status of the District’s irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits “earned” in the current year for existing employees, and 2) the total projected benefits accrual for employees’ past service. The current study estimates the cost for the annual accrual for current employees to be \$3,600,000. The District’s actuarial accrued liability for past service is estimated at \$82,275,000 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

**Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)**

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2015 with the completion of a required actuarial study.

**Foundation Funds (Funds #73 through 76)**

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the Adopted Budget stage in August.

**Pension Stability Trust (PST) Fund (Fund #78)**

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2020-2021. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

**Associated Student Government (ASG) Funds (Funds #95 and #96)**

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Tentative Budget for board approval.

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## BUDGET TABLES

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The Tentative Budget for FY 2016-2017 for all District funds is summarized on the following pages.

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*Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services*  
*Kim McCord, Executive Director of Fiscal Services/Comptroller*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**TENTATIVE BUDGET - FISCAL YEAR 2016-2017**  
 Revenues, Expenditures and Change in Fund Balance

	General Fund	Community Education	Child Development	Capital Outlay	Self-Insurance	Retiree Benefit	Retiree OPEB	Pension Stability Trust Fund	TOTAL ALL FUNDS
	(010) & (011)	(070) & (090)	(120)	(400) & (401)	(680)	(710)	(721)	(781)	
<b>SOURCES OF FUNDS</b>									
<b>BEGINNING FUND BALANCE:</b>	9712 \$ 38,640,103	\$ 1,062,270	\$ -	\$ 234,735,184	\$ 1,807,320	\$ 1,363,000	\$ 93,110,000	\$ 14,500,000	\$ 385,217,877
<b>REVENUES:</b>									
SB361 Revenue	Various \$ 150,704,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,704,027
Basic Aid	54,082,973	-	-	-	-	-	-	-	54,082,973
Federal Sources	8100-8199 4,317,752	-	-	-	-	-	-	-	4,317,752
Other State Sources	8600-8699 34,859,143	-	-	-	-	-	-	-	34,859,143
Other Local Sources	8800-8899 23,685,590	2,303,710	1,764,273	4,254,000	5,000	8,000	9,660,000	800,000	42,480,573
Total Revenue	267,649,485	2,303,710	1,764,273	4,254,000	5,000	8,000	9,660,000	800,000	286,444,468
<b>BASIC AID INCOMING TRANSFER:</b>	8980-8989 -	-	-	-	100,000	4,660,000	6,390,000	12,600,000	23,750,000
<b>INCOMING TRANSFERS</b>	8980-8989 4,107,009	-	250,000	-	250,000	-	-	-	4,607,009
<b>TOTAL SOURCES OF FUNDS</b>	\$ 310,396,597	\$ 3,365,980	\$ 2,014,273	\$ 238,989,184	\$ 2,162,320	\$ 6,031,000	\$ 109,160,000	\$ 27,900,000	\$ 700,019,354
<b>USES OF FUNDS</b>									
<b>EXPENDITURES:</b>									
Academic Salaries	1000-1999 \$ 85,412,996	\$ 203,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,616,336
Other Staff Salaries	2000-2999 52,025,581	743,232	1,421,003	306,831	216,682	-	-	-	54,713,329
Employee Benefits	3000-3999 50,256,194	320,727	547,303	177,941	71,777	4,660,000	4,250,000	-	60,283,942
Supplies & Materials	4000-4999 6,621,496	103,732	38,100	9,000	7,000	-	-	-	6,779,328
Services & Other Operating	5000-5999 28,405,736	1,247,687	7,867	3,284,505	523,541	62,000	400,000	-	33,931,336
Capital Outlay	6000-6999 12,498,769	747,262	-	231,703,877	16,000	-	-	-	244,965,908
Payments to Students	7500-7699 784,284	-	-	-	-	-	-	-	784,284
Total Expenditures	236,005,056	3,365,980	2,014,273	235,482,154	835,000	4,722,000	4,650,000	-	487,074,463
<b>OTHER FINANCING USES:</b>									
Transfers Out	7300-7400 \$ 500,000	\$ -	\$ -	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 2,007,009	\$ 4,607,009
Basic Aid Transfers Out	7300-7400 23,750,000	-	-	-	-	-	-	-	23,750,000
Debt Service	7100-7199 -	-	-	-	-	-	-	-	-
Total Other Uses	24,250,000	-	-	2,100,000	-	-	-	2,007,009	28,357,009
<b>TOTAL USES OF FUNDS</b>	<b>260,255,056</b>	<b>3,365,980</b>	<b>2,014,273</b>	<b>237,582,154</b>	<b>835,000</b>	<b>4,722,000</b>	<b>4,650,000</b>	<b>2,007,009</b>	<b>515,431,472</b>
<b>ENDING FUND BALANCE</b>	\$ 50,141,541	\$ -	\$ -	\$ 1,407,030	\$ 1,327,320	\$ 1,309,000	\$ 104,510,000	\$ 25,892,991	\$ 184,587,882
<b>COMPONENTS OF ENDING BALANCE</b>									
Reserve, Economic Uncertainties/Fund Bal.	\$ 14,148,353	\$ -	\$ -	\$ 1,407,030	\$ 1,327,320	\$ 1,309,000	\$ 104,510,000	\$ 25,892,991	\$ 148,594,694
Reserve, Unrealized Tax Collections (Basic Aid)	35,993,188	-	-	-	-	-	-	-	35,993,188



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**TENTATIVE BUDGET - FISCAL YEAR 2016-2017**  
 Revenues, Expenditures and Change in Fund Balance

	<b>General Fund</b>									
	<b>Saddleback College</b>			<b>Irvine Valley College</b>			<b>District Services</b>			
	General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total	
<b>SOURCES OF FUNDS</b>										
<b>BEGINNING FUND BALANCE:</b>	9712	\$ 6,593,350	\$ 4,725,000	\$ 11,318,350	\$ 4,400,000	\$ -	\$ 4,400,000	\$ 1,500,000	\$ -	\$ 1,500,000
<b>REVENUES:</b>										
SB361 Revenue	Various	\$ 85,144,995	\$ -	\$ 85,144,995	\$ 46,748,648	\$ -	\$ 46,748,648	\$ 15,405,367	\$ -	\$ 15,405,367
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	2,474,519	2,474,519	-	1,843,233	1,843,233	-	-	-
Other State Sources	8600-8699	6,178,536	20,361,173	26,539,709	3,251,464	4,492,378	7,743,842	-	-	-
Other Local Sources	8800-8899	4,009,613	3,410,925	7,420,538	6,540,846	9,724,206	16,265,052	-	-	-
<b>Total Revenue</b>		<b>95,333,144</b>	<b>26,246,617</b>	<b>121,579,761</b>	<b>56,540,958</b>	<b>16,059,817</b>	<b>72,600,775</b>	<b>15,405,367</b>	<b>-</b>	<b>15,405,367</b>
<b>RESTRICTED BASIC AID</b>	8980-8989	-	-	-	-	-	-	-	-	-
<b>INCOMING TRANSFERS</b>	8980-8989	3,302,005	-	3,302,005	610,004	-	610,004	195,000	-	195,000
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 105,228,499</b>	<b>\$ 30,971,617</b>	<b>\$ 136,200,116</b>	<b>\$ 61,550,962</b>	<b>\$ 16,059,817</b>	<b>\$ 77,610,779</b>	<b>\$ 17,100,367</b>	<b>\$ -</b>	<b>\$ 17,100,367</b>
<b>USES OF FUNDS</b>										
<b>EXPENDITURES:</b>										
Academic Salaries	1000-1999	\$ 49,390,388	\$ 3,706,596	\$ 53,096,984	\$ 28,880,220	\$ 1,637,042	\$ 30,517,262	\$ 1,302,036	\$ -	\$ 1,302,036
Other Staff Salaries	2000-2999	19,827,133	6,262,006	26,089,139	13,300,055	3,422,614	16,722,669	8,877,528	-	8,877,528
Employee Benefits	3000-3999	24,909,049	3,319,751	28,228,800	14,909,435	2,141,762	17,051,197	4,724,504	-	4,724,504
Supplies & Materials	4000-4999	1,631,534	3,134,126	4,765,660	743,899	978,332	1,722,231	93,505	-	93,505
Services & Other Operating	5000-5999	7,004,696	6,785,864	13,790,560	3,717,353	3,400,342	7,117,695	1,533,409	-	1,533,409
Capital Outlay	6000-6999	715,699	7,231,824	7,947,523	-	4,226,891	4,226,891	319,385	-	319,385
Payments to Students	7500-7699	-	531,450	531,450	-	252,834	252,834	-	-	-
<b>Total Expenditures</b>		<b>103,478,499</b>	<b>30,971,617</b>	<b>134,450,116</b>	<b>61,550,962</b>	<b>16,059,817</b>	<b>77,610,779</b>	<b>16,850,367</b>	<b>-</b>	<b>16,850,367</b>
<b>OTHER FINANCING USES:</b>										
Transfers Out	7300-7400	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Basic Aid Transfers Out	7300-7400	-	-	-	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
<b>Total Other Sources (Uses)</b>		<b>250,000</b>	<b>-</b>	<b>250,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>-</b>	<b>250,000</b>
<b>TOTAL USES OF FUNDS</b>		<b>103,728,499</b>	<b>30,971,617</b>	<b>134,700,116</b>	<b>61,550,962</b>	<b>16,059,817</b>	<b>77,610,779</b>	<b>17,100,367</b>	<b>-</b>	<b>17,100,367</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COMPONENTS OF ENDING BALANCE</b>										
Reserve, Economic Uncertainties/Fund Bal.		\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
TENTATIVE BUDGET - FISCAL YEAR 2016-2017**

**Revenues, Expenditures and Change in Fund Balance**

	Basic Aid			OTHER*	Total General Fund		
	General Fund	General Fund	Total	General Fund	General Fund	Total	
	Unrestricted	Restricted		Unrestricted	Unrestricted	Restricted	
<b>SOURCES OF FUNDS</b>							
BEGINNING FUND BALANCE:	9712 \$	8,331,545 \$	\$ 8,331,545	\$ 13,090,208	\$ 33,915,103	\$ 4,725,000	\$ 38,640,103
<b>REVENUES:</b>							
SB361 Revenue	Various	\$ -	\$ -	\$ 3,405,017	\$ 150,704,027	\$ -	\$ 150,704,027
Basic Aid		54,082,973	54,082,973	-	54,082,973	-	54,082,973
Federal Sources	8100-8199	-	-	-	-	4,317,752	4,317,752
Other State Sources	8600-8699	-	-	575,592	10,005,592	24,853,551	34,859,143
Other Local Sources	8800-8899	-	-	-	10,550,459	13,135,131	23,685,590
Total Revenue		54,082,973	54,082,973	3,980,609	225,343,051	42,306,434	267,649,485
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	-	4,107,009	-	4,107,009
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 62,414,518</b>	<b>\$ -</b>	<b>\$ 62,414,518</b>	<b>\$ 17,070,817</b>	<b>\$ 263,365,163</b>	<b>\$ 47,031,434</b>
<b>USES OF FUNDS</b>							
<b>EXPENDITURES:</b>							
Academic Salaries	1000-1999	\$ -	\$ -	\$ 496,714	\$ 80,069,358	\$ 5,343,638	\$ 85,412,996
Other Staff Salaries	2000-2999	336,245	336,245	-	42,340,961	9,684,620	52,025,581
Employee Benefits	3000-3999	172,815	172,815	78,878	44,794,681	5,461,513	50,256,194
Supplies & Materials	4000-4999	16,100	16,100	24,000	2,509,038	4,112,458	6,621,496
Services & Other Operating	5000-5999	2,141,200	2,141,200	3,822,872	18,219,530	10,186,206	28,405,736
Capital Outlay	6000-6999	4,970	4,970	-	1,040,054	11,458,715	12,498,769
Payments to Students	7500-7699	-	-	-	-	784,284	784,284
Total Expenditures		2,671,330	2,671,330	4,422,464	188,973,622	47,031,434	236,005,056
<b>OTHER FINANCING USES:</b>							
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
Basic Aid Transfers Out	7300-7400	23,750,000	23,750,000	-	23,750,000	-	23,750,000
Debt Service	7100-7199	-	-	-	-	-	-
Total Other Sources (Uses)		23,750,000	23,750,000	-	24,250,000	-	24,250,000
<b>TOTAL USES OF FUNDS</b>		<b>26,421,330</b>	<b>-</b>	<b>26,421,330</b>	<b>4,422,464</b>	<b>213,223,622</b>	<b>47,031,434</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 35,993,188</b>	<b>\$ -</b>	<b>\$ 35,993,188</b>	<b>\$ 12,648,353</b>	<b>\$ 50,141,541</b>	<b>\$ 50,141,541</b>
<b>COMPONENTS OF ENDING BALANCE</b>							
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ -	\$ 12,648,353	\$ 14,148,353	\$ -	\$ 14,148,353
Reserve, Unrealized Tax Collections (Basic Aid)		35,993,188	35,993,188	-	35,993,188	-	35,993,188

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**TENTATIVE BUDGET - FISCAL YEAR 2016-2017**  
 Revenues, Expenditures and Change in Fund Balance

	<u>Community Education Fund</u>			<u>Child Development Fund</u>		
	<u>Saddleback</u>	<u>Irvine Valley</u>	<u>Total</u>	<u>Saddleback</u>	<u>Irvine Valley</u>	<u>Total</u>
	<u>College</u>	<u>College</u>		<u>College</u>	<u>College</u>	
	<u>(09)</u>	<u>(07)</u>		<u>(12)</u>	<u>(12)</u>	
<b><u>SOURCES OF FUNDS</u></b>						
BEGINNING FUND BALANCE:	9712	\$ 875,914	\$ 186,356	\$ 1,062,270	\$ -	\$ -
<b>REVENUES:</b>						
SB361 Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	-	-
Other Local Sources	8800-8899	<u>1,951,000</u>	<u>352,710</u>	<u>2,303,710</u>	<u>720,570</u>	<u>1,043,703</u>
Total Revenue		<u>1,951,000</u>	<u>352,710</u>	<u>2,303,710</u>	<u>720,570</u>	<u>1,764,273</u>
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	-	250,000	250,000
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ <u>2,826,914</u></b>	<b>\$ <u>539,066</u></b>	<b>\$ <u>3,365,980</u></b>	<b>\$ <u>970,570</u></b>	<b>\$ <u>1,043,703</u></b>
<b><u>USES OF FUNDS</u></b>						
<b>EXPENDITURES:</b>						
Academic Salaries	1000-1999	\$ 175,400	\$ 27,940	\$ 203,340	\$ -	\$ -
Other Staff Salaries	2000-2999	615,187	128,045	743,232	669,246	751,757
Employee Benefits	3000-3999	262,565	58,162	320,727	274,357	272,946
Supplies & Materials	4000-4999	100,000	3,732	103,732	23,100	15,000
Services & Other Operating	5000-5999	1,071,500	176,187	1,247,687	3,867	4,000
Capital Outlay	6000-6999	602,262	145,000	747,262	-	-
Payments to Students	7500-7699	-	-	-	-	-
Total Expenditures		<u>2,826,914</u>	<u>539,066</u>	<u>3,365,980</u>	<u>970,570</u>	<u>1,043,703</u>
OTHER FINANCING USES:						
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid Transfers Out	7300-7400	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	-	-
<b>TOTAL USES OF FUNDS</b>		<b><u>2,826,914</u></b>	<b><u>539,066</u></b>	<b><u>3,365,980</u></b>	<b><u>970,570</u></b>	<b><u>1,043,703</u></b>
<b>ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COMPONENTS OF ENDING BALANCE</b>						
Reserve, Economic Uncertainties/Fund Bal.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)	-	-	-	-	-	-

APPENDIX A

The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
12	Child Development Fund	The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects.
41	Facilities Corporation Capital Outlay Projects Fund	The District established the Facilities Corporation capital outlay projects fund to account for the transactions related to funding for the development of ATEP, when it is needed.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District’s self-funded programs for property/liability and workers’ compensation programs.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.
72	Retiree (OPEB) Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
74	Irvine Valley College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
75	District Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have.
76	ATEP Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. This account may supplement needs the District may have related to ATEP.
78	Pension Stability Trust	This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees.
84	Student Financial Aid Fund	This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.

APPENDIX A

<b>FUND NUMBER</b>	<b>DESCRIPTION</b>	<b>DEFINITION</b>
95	Associated Student Government - Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government - IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
99	District Depository	This fund is a clearing account used to deposit bank card payments, cash, and checks received by the District for enrollment fees, material fees, applications, parking fees and fines, health center business, fine arts ticket sales, Child Development Center fees, library fines, and career center testing fees. The District deposits this money in Fund 99 and promptly issues a check for deposit by the Orange County Department of Education into the Orange County Treasurer Educational Pool. This process is used because the Orange County Department of Education does not accept bank card payments or cash for deposit, nor do they accept the large volume of personal checks processed by the District daily.

## APPENDIX B

### *South Orange County Community College District*

#### **RESOURCE ALLOCATION DEFINITION OF TERMS**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

## APPENDIX B

### *South Orange County Community College District*

#### **RESOURCE ALLOCATION DEFINITION OF TERMS**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.



## APPENDIX B

### *South Orange County Community College District*

#### **RESOURCE ALLOCATION DEFINITION OF TERMS**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Match** are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

*South Orange County Community College District*

**RESOURCE ALLOCATION DEFINITION OF TERMS**

*(To accompany the Flow Chart outlining the Resource Allocation Process)*

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.

**TO:** Board of Trustees

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

**RE:** Irvine Valley College and Saddleback College: Student Government  
Tentative Budgets FY 2016-2017

**ACTION:** Approval

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### **BACKGROUND**

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2016-2017. During the spring semester 2016, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors and also reviewed by the Consultation Council. During the spring semester 2016, the ASIVC tentative budget was ratified by ASG, approved by the Budget Development and Resource Planning Committee, and also reviewed and endorsed by the Strategic Planning and Accreditation Council.

Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

### **STATUS**

The ASIVC tentative budget for FY 2016-2017 is presented as EXHIBIT A. The Saddleback College ASG tentative budget for FY 2016-2017 is presented as EXHIBIT B. The adopted budgets will be brought to the Board in August and will include actual beginning fund balances and a detail budget of grants/allocations.

The tentative budgets have been reviewed by the appropriate fiscal services staff and are recommended for board approval.

### **RECOMMENDATION**

The Chancellor recommends the Board of Trustees approve the student government tentative budgets for FY 2016-2017.



# Associated Student Government (ASG) of Irvine Valley College (IVC) 2016- 2017 Budget Presentation

SOCCCD Board of Trustees  
Monday, June 27, 2016

Presented by: Te'Veannah Smith, ASG of IVC President

# 2016-17 ASG of IVC Budget IRVINE VALLEY COLLEGE

Sources and Uses of Funds	FY 2015-2016 Adopted Budget	FY 2016-2017 Proposed Budget	Change:	Notes:
Beginning Fund Balance	193,963	84,000	(109,963)	a
Revenue				
Bookstore	410,000	403,000	(7,000)	b
ASIVC Activity Sticker Sales	55,000	47,000	(8,000)	b
Cafeteria	50,000	50,000	-	
<b>Total Sources of Funds</b>	<b>708,936</b>	<b>584,000</b>	<b>124,936</b>	
ASG of IVC (Community Outreach, Diversity Programs)	0	12,000	12,000	*c
ASG of IVC (Facilities, Technology)	14,500	51,360	36,380	c
ASG of IVC (Leadership Development)	8,500	23,500	15,000	c
ASG of IVC (Legislative, Student Activities)	10,000	36,000	26,000	c
Campus Events ( Laser Week, Preview Day, Commencement, Scholarship Ceremony)	38,000	39,500	1,500	c
Co-Curricular Programs	233,000	178,000	(55,000)	d
Departmental Support	57,000	31,800	(25,200)	e
Scholarships	30,000	40,000	10,000	f
Student Clubs/Organizations/ICC	16,500	45,340	28,840	c
Student Life Operations (Personnel, Non-Discretionary)	98,602	96,500	(2,102)	c
Contingency Funds/Mid Year Request	202,861	30,000	(172,861)	a
<b>Total Uses of Funds</b>	<b>708,963</b>	<b>584,000</b>	<b>(124,936)</b>	

- a. Estimate that carry forward will be significantly decreased from the prior year.
- b. Bookstore and ASIVC Revenues were down this year so we expect less in funding next year. Like Saddleback College, we hope to move to an opt-out funding for ASG activity stickers for 2016-2017.
- c. We have disaggregated Campus Life events to more specific areas of ASG of IVC Campus Events, Community Outreach, Diversity, Facilities and Technology, Interclub Council, Leadership Development, Legislative, Operations, and Student Activities. Increases in funding are for campus events and activities, leadership development workshops and training opportunities for student leaders, club members and faculty advisors.
- d. There has been an increase in number of Co-curricular programs and a decrease in the total amount of monies spent by co-curriculars, which has resulted in overall decrease in funding.
- e. There has been a decrease in expenditure of funds from departments receiving monies so allocations of funds are more in alignment with actual costs.
- f. We have increased amounts in student scholarships by \$10,000 to provide 31 additional awards.

# Budget Highlights 2015–2016

- ▶ The ASG of IVC Budget and Finance Committee is comprised of 12 student leaders representing ASG, Inter-Club/Co-Curricular Council and Student Commissioners.
  - This year's ASG annual budget allocation process included:
    - ↳ The individual department submission of the campus Resource Request Form indicating a request for ASIVC funds in October;
    - ↳ ASG Budget and Finance Committee departmental site visits November through January;
    - ↳ Submission of a mid-year budget expenditures report due in mid-February;
    - ↳ If applicable, review of Foundation Account balances in mid-March;
    - ↳ Open Budget Hearings early March until early April that included both updates on 2015-2016 request and new requests for the 2016-2017 academic year.
- ▶ We had a record number of submissions this year of 74 individual requests for funds totaling 1.4 million dollars.
  - However, our budget revenue forecast remains similar to last year's amount of \$515,000.
- ▶ Budgeted: \$584,000 for 2016 - 2017
  - ▶ approximate \$84,000 carry over due to ASIVC funds allocated not utilized this year
  - ▶ \$47,000 ASIVC sticker sales
  - ▶ \$403,000 Bookstore sales
  - ▶ \$50,000 Cafeteria Sales

# ASG of IVC

## Accomplishments 2015–2016

- ▶ Legislative Branch –Senators facilitated Academic Program receptions. These meetings were successful in receiving 463 academic program surveys and 470 bookstore surveys.
  - Student senators participated in intensive pre–fall training and leadership development retreats to learn skills and competencies in time management, budgeting and fiscal management, public speaking, conflict resolution, program planning and cultural competencies.
  - Student leaders served on 95% of campus governance committees including Academic Senate, Accreditation, Student Equity and BDPRC.
  
- ▶ The ASG of IVC provided over \$400,000 to 33 clubs, 5 co–curricular programs and 15 departments across the IVC campus. ASG of IVC funds provided financial support to programs such as Ambassadors, EOPS, Career Center, Transfer Center, and Library.
  
- ▶ ASG of IVC with the support of Student Life provided the following annual events and activities:
  - Welcome Week, Club Day, Constitution Day, Fear Fest, Homecoming, President’s Cup, Cram Week
  - In 2015–2016, we hosted several new events and activities:
    - ↳ Mardi Gras, African–American Heritage Celebration, Multicultural Asian Celebration, ASG Awareness Day, Spring Solstice and Norooz – Persian New Year Celebration.



# SADDLEBACK COLLEGE ASSOCIATED STUDENT GOVERNMENT 2016-2017 BUDGET PRESENTATION

SOCCCD BOARD OF TRUSTEES  
JUNE 27, 2016

PRESENTED BY:  
ARYA DAROUI, ASG DIRECTOR OF BUDGET AND  
FINANCE



# TENTATIVE BUDGET CHART

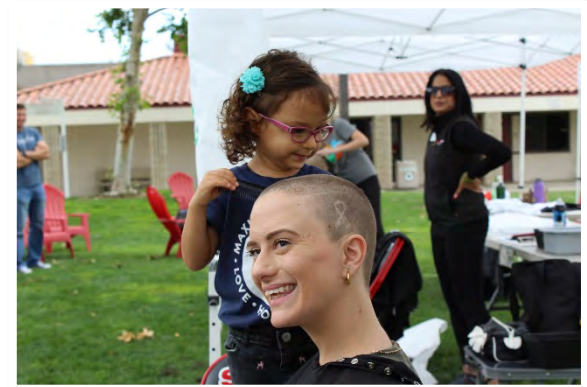
Sources and Uses of Funds	FY 2015-2016 Adopted Budget	FY 2016-2017 Tentative Budget	Change	Note
<b>Sources of Funds</b>				
Beginning Fund Balance	107,816	24,000	(83,816)	a
<i>Revenue</i>				
Bookstore/Caferia Vending	219,438	200,000	(19,438)	b
ASB Activity Sticker Sales	80,000	40,000	(40,000)	c
<b>Total Sources of Funds</b>	<b>407,254</b>	<b>264,000</b>	<b>(143,254)</b>	<b>d</b>
<b>Uses of Funds</b>				
Campus Life	76,700	29,928	(46,772)	e
Co-Curricular Programs	30,900	9,586	(21,314)	e
ASG Operations	26,500	5,725	(20,775)	e
ASG Operations (Personnel, Non-Discretionary)	107,095	99,795	7,300	e
Mid-Year Requests	20,362	-	20,362	f
Scholarships	75,000	80,855	5,855	g
Student Support	47,697	14,111	33,586	e
Emergency Reserve	23,000	24,000	1,000	e
<b>Total Uses of Funds</b>	<b>407,254</b>	<b>264,000</b>	<b>143,254</b>	<b>e</b>
a/ Projecting reduced or no ending balance from 2015-2016				
b/ Bookstore revenue reduction trend expected to continue				
c/ ASG projects reduced Student Activities Fees revenue due to the observed decrease in ASB Activity Sticker Sales during the FY 2015-2016				
d/ Total sources of funds reduced due to reduction in expected ending balance, Bookstore revenue reduction and reduced Student Activities Fees				
e/ Due to the reduction in sources of funds, the "Uses of Funds" were reduced				
f/ Mid-Year Requests have been awarded directly to divisions				
g/ Scholarships have been increased to increase direct support to students				

# BUDGET HIGHLIGHTS

- A) **Beginning Fund Balance:** ASG does not anticipate an ending balance from the 2015-2016 budget and therefore did not include a beginning balance to take a conservative approach when awarding grants. At this time, the “Beginning Fund Balance” only includes the Emergency Reserve which is required by the Finance Code in the ASG bylaws.
- B) **Bookstore/Cafeteria Vending:** As there has been an downward trend in contract revenue for the past three years, ASG has anticipated this trend to continue, and has adjusted the “Sources of Funds” accordingly.
- C) **ASB Activity Stamp Revenue:** ASG experienced a decline in sales during the 2015-2016 academic year. Though ASG will focus on the sale of the ASB Stamp and Fund booklet in the upcoming academic year, ASG is also anticipating reduction in revenue in this area.
- D) **Total Sources of Funds:** Due to the reduction in revenue for the reasons above, the “Total Sources of Funds” has been reduced.
- E) **Uses of Funds:** All uses of funds categories have been reduced, with the exception of Scholarships, due to the reduction of “Total Sources of Funds.”
- F) **Mid-Year Requests:** Due to the reduction of “Total Sources of Funds” and therefore a reduction to “Uses of Funds,” ASG decided to directly award Mid-Year Requests to the divisions to increase overall awarded funds.
- G) **Scholarships:** ASG is dedicated to providing scholarships directly to students and has therefore increased the grant by \$5,855.

# 2015-2016 ASG ACCOMPLISHMENTS

- ASG has developed a new member handbook that gives incoming members an overview of their roles and expected contributions to the functions of ASG as a whole. The manual contains helpful pointers from past members to help new members to transition into their new roles.
- The Budget & Finance Committee is implementing a new protocol to review funding with each division in order to better gauge funding needs and resource allocations.
- The International & Diversity Student Council (IDSC) is applying the Diversity & Inclusion Plan in order to build lasting, robust student life and inclusive campus culture.
- IDSC had a Day of Silence event. Students came out to support LGBT rights, and advocate awareness for the harassment they face. Working in conjunction with the clubs on campus, this turned out to be very successful event.
- Students and Staff shaved their heads for the annual St. Baldrick's Foundation fundraiser. This year ASG raised over \$2,000 for research on pediatric cancer through the Max Love Project Hero Fund.



SADDLEBACK

**TO:** Board of Trustees

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

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

**ACTION:** Approval

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### **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, July 15, 2016. The award, if any, will be presented at the OCSBA dinner meeting in the fall of 2016.

### **RECOMMENDATION**

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

Item Submitted By: *Gary L. Poertner, Chancellor*



Orange County School Boards Association  
2016 Maureen DiMarco Award  
Nomination Form



**Due Date is Friday, July 15, 2016**

**Submit the completed nomination form and attachments to:**

Orange County Department of Education  
c/o Blanca Zimmerman  
200 Kalmus Drive, P.O. Box 9050, Room B-1008  
Costa Mesa, CA 92628-9050  
or FAX to (714) 549-2657  
or via email: [bzimmerman@ocde.us](mailto:bzimmerman@ocde.us)

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.

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. (The font needs to be 12 point and double-spaced.) 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 at the fall OCSBA dinner meeting. Confidentiality of the selection shall be maintained by the committee until presentation of the award.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College TAS Swing Space Project, Notice of Completion, Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

On February 23, 2015 the Board of Trustees authorized award, execution and delivery of the lease/leaseback agreements with Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc., for the Saddleback College TAS Swing Space project for a total amount guaranteed maximum price of \$6,817,083. Amendment Nos. 1 – 6 have increased the contract amount by \$618,068, for a final contract value of \$7,435,151.

Although substantial completion occurred on January 19, 2016, outstanding original contract work and change order work resulted in a postponement of filing the Notice of Completion. In accordance with Public Contract Code 7103, retention was substantially released on March 15, 2016 for work completed which is within 60 days after confirming Substantial Completion. A portion of the retention, \$53,757 was retained for work underway, and will be released with a final pay request.

### **STATUS**

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the TAS Swing Space project at Saddleback College.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the TAS Swing Space project at Saddleback College to Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc., for a final contract total of \$7,435,151.

Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: TAS SWING SPACE PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 24th day of February, 2015, which contract was made with Solpac Construction, Inc., dba Soltek Pacific Construction Company, Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 27th day of June 2016, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is LIBERTY MUTUAL INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CA 92692-3635

---

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By \_\_\_\_\_ Dated \_\_\_\_\_  
Gary L. Poertner  
Chancellor

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

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me

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

by Gary L. Poertner  
(Name of Signer)

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

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

(Seal)

**TO:** Board of Trustees

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

**RE:** Saddleback College: Grant Acceptance, Community Colleges Basic Skills and Student Outcomes Transformation Program: Level Up

**ACTION:** Approval

---

### **BACKGROUND**

March 25<sup>th</sup>, 2016 Saddleback College submitted a grant application to the CA Community Colleges Chancellor's Office for the Community Colleges Basic Skills and Student Outcomes Transformation Program. Saddleback proposed the implementation of the Level Up program in supporting basic skills students to move into college readiness.

### **STATUS**

In April 2016, Saddleback College was notified by the CA Community College Chancellor's Office of its intent to award the college \$1,500,000 for the period July 1, 2016 through June 30, 2019 to fund the project efforts as presented in Exhibit A. In order to accomplish the goals identified in Exhibit A, Saddleback will utilize technology and intensive student support services as well as revised and/or enhanced curriculum in English, Reading and ESL to provide an integrated platform for basic skills students to move into college readiness. Through Sherpa upgrades students will receive targeted communication assisting them in making better course choices. A student Services Specialist will work directly with this population to provide one on one and group interventions as well as support in course selection, supportive services, tutoring and financial aid. Curriculum in certain departments will be refined to provide basic skills students access to higher level course work than they may have initially been placed, providing them the opportunity to enter college level courses more quickly. Additionally, adult education courses and others will receive embedded ESL tutors supporting ESL students at the time instruction is delivered.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept this award of \$1,500,000 from the CA Community Colleges Chancellor's Office for the CA Community Colleges *Basic Skills and Student Outcomes Transformation Program Grant: Level Up* for the period July 1, 2016 through June 30, 2019,

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

*Dr. Debra L. Fitzsimons, President*



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

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

1. **PROJECT TITLE:** Level Up
2. **PROJECT DIRECTOR:** Kevin O'Connor
3. **PROJECT ADMINISTRATOR:** Kevin O'Connor
4. **GRANTOR AGENCY:** CA Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Proposition 98 General Fund
6. **STARTING AND ENDING DATES OF THE PROJECT:** July 1, 2016 – June 30, 2019
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

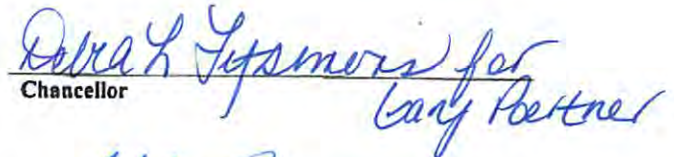
Saddleback College will address the goals of the Community Colleges Basic Skills and Student Outcomes Transformation Program grant through the development and implementation of Level Up. The Level Up program will be housed within the Division of Liberal Arts and will utilize technology and intensive student support services as well as revised and/or enhanced curriculum in English Language Arts and Reading to provide an integrated platform for BSI students to move into college readiness. Basic skills curriculum in certain departments will be refined to provide students access to higher level course work than they may have initially been placed through matriculation, giving them the opportunity to enter college level courses more quickly. Grant activities will begin July 1, 2016.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$1,500,000		\$57,692	\$1,500,000 <i>John</i>

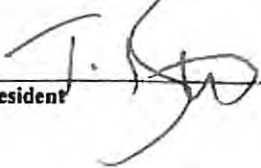
9. **APPROVALS**

  
 Division/School Dean

  
 Chancellor

 4/29/16  
 Vice President of Instruction

  
 Vice Chancellor of Learning Services

 6-3-16  
 President

  
 Vice President, College Administrative Services

**EXPENDITURES SUMMARY**

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

	<b>GRANT (Amount)</b>	<b>MATCHING* (In-Kind/Actual)</b>	<b>SOURCE OF MATCH (Partnership/ College/Vendor)</b>
<b>1000 Certificated Salaries</b>	<u>\$ 224,663</u>		
<b>2000 Classified Salaries</b>	<u>\$ 608,616</u>		
<b>3000 Benefits</b>	<u>\$ 308,626</u>		
<b>4000 Supplies</b>	<u>                    </u>		
<b>5000 Contracted Services and Other Expenses</b>	<u>\$ 300,403</u>		
<b>6000 Capital Outlay</b>	<u>                    </u>		
<b>Other Charges (e.g.: Indirect Costs)</b>	<u>\$ 57,692</u>		
<b>TOTALS</b>	<u>\$ 1,500,000</u>		

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

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

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. <b>Classified Management</b>	[X]	[ ]	[ ]	[ ]
2. <b>Faculty</b>	[X]	[X]	[X]	[X]
3. <b>Classified Staff</b>	[ ]	[X]	[X]	[X]
4. <b>Tutors (NBU)</b>	[ ]	[X]	[X]	[X]

**PARTNERSHIPS (if applicable)**

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Grant Award, Basic Skills and Student Outcomes Transformation Grant

**ACTION:** Approval

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### **BACKGROUND**

Irvine Valley College (IVC) has received the Basic Skills and Student Outcomes Transformation Grant from the California Community Colleges Chancellor's Office (CCCCO) to use evidence-based strategies to implement three projects that will create a progressive increase in the completion rate of transfer-level classes in English and math for students who begin in basic skills courses. The IVC Basic Skills Transformation (BST) Initiative involves IVC faculty from English and reading, math, and ESL to expand and use strong multiple measures for placement; develop and pilot a co-requisite transfer-level English course; and implement accelerated math pathways. The IVC BST Initiative will increase student success for students who place in remedial skills-level courses and shorten their time to completion.

### **STATUS**

IVC has received funding from the CCCCCO for its BST Initiative to address basic skills gaps by supporting efforts to tackle the transformation of basic skills sequences in math and English by improving the structure of our basic skills sequences and by improving the accuracy of our placement system. The Grant Application Abstract, as presented in Exhibit A, is for \$1,447,720. The performance period is from July 1, 2016 through June 30, 2019.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve this award from the CCCCCO for \$1,447,720, RFA No. 15-068-014 for July 1, 2016 to June 30, 2019.

**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:** Irvine Valley College Basic Skills Transformation Initiative
2. **PROJECT DIRECTOR:** Angel Hernandez
3. **PROJECT ADMINISTRATOR:** Arleen Elseroad
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Proposition 98 General Funds
6. **STARTING AND ENDING DATES OF THE PROJECT:** July 1, 2016 – June 30, 2019
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**  
Irvine Valley College has received the Basic Skills and Student Outcomes Transformation Grant from the California Community Colleges Chancellor's Office (CCCCO) to use evidence-based strategies to implement three projects that will create a progressive increase in the completion rate of transfer-level classes in English and math for students who begin in basic skills courses. With these grant funds, IVC faculty from English and reading, math, and ESL will scale up strong multiple measures for placement; develop and pilot a co-requisite transfer-level English course; and implement accelerated math pathways. IVC counselor, Angel Hernandez, will serve in the role of project director supervising all grant activities.

**8. SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$1,392,040.00	\$	\$55,680.00	\$1,447,720.00

**9. APPROVALS**

  
\_\_\_\_\_  
Division/School Dean

  
\_\_\_\_\_  
Vice President of Instruction/Students

DK   
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice Chancellor, Technology & Lrng Serv

  
\_\_\_\_\_  
Chancellor

**EXPENDITURES SUMMARY**

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

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ <u>476,928.00</u>	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ <u>384,950.00</u>	\$ _____	_____
<b>3000 Benefits</b>	\$ <u>137,879.00</u>	\$ _____	_____
<b>4000 Supplies</b>	\$ <u>27,883.00</u>	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u>354,400.00</u>	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ <u>10,000.00</u>	\$ _____	_____
<b>7000 Other Charges</b> (e.g.: Indirect Costs)	\$ <u>55,680.00</u>	\$ _____	_____
<b>TOTALS</b>	\$ <u>1,447,720.00</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. Project Director	[ ]	[X]	[ ]	[X]
2. Multiple Measure Coordinator	[ ]	[X]	[X]	[ ]
3. Programmer	[ ]	[X]	[X]	[ ]
4. Clerical Support.	[ ]	[X]	[X]	[ ]

PARTNERSHIPS (if applicable)

**Partnership Name/Location** \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

**Partnership Name/Location** \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Memorandum of Understanding, Capistrano Unified School District

**ACTION:** Accept for Review and Study

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### **BACKGROUND**

Irvine Valley College (IVC), Santiago Canyon College, Santa Ana College, and Fullerton College have aligned curriculum and programs for an Orange County Biotechnology regional collaborative. The Orange County Department of Education's California Career Partnership Trust (OCCCPT) has identified biotechnology as a pathway for high schools and colleges to articulate and align programs across the county. Capistrano Unified School District (CUSD) has requested that IVC offer two biotechnology courses (BIOT 70 and BIOT 70L) at Dana Hills High School in 2016-2017. Dialogue with Saddleback College resulted in agreement that IVC would offer these courses at Dana Hills High School.

### **STATUS**

AB 288 (Holden) College and Career Pathways allows CUSD and South Orange County Community College District (SOCCCD) to enter into a MOU to deliver IVC courses in biotechnology to students at Dana Hills High School. This partnership will provide the opportunity to align curriculum and biotechnology programs in the region. The MOU addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment Biotechnology College and Career Access Pathways Partnership Agreement 2016-2018.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and Capistrano Unified School District.

**DUAL ENROLLMENT  
BIOTECHNOLOGY COLLEGE & CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT  
2016-2018**

**This is a Biotechnology College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as “Agreement” between South Orange Community College District (SOCCCD) and Capistrano Unified School District (CUSD)**

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: June 27, 2016**
- (b) **Public Comment/Approval Board Meeting Date: July 18, 2016**

**CUSD Board Meetings:**

- (a) **Information Board Meeting Date: June 22, 2016**
- (b) **Public Comment/Approval Board Meeting Date: July 20, 2016**

(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: 40-80 per semester per course.**
- (b) **Total number of FTES projected to be claimed under this Agreement: 9-12 per semester (based on 40 students).**
- (c) **Scope, nature, time, location and listing of community college courses to be offered (including student learning support courses) will be appended to this document each semester 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: Corine Doughty, Dean, Instruction, Economic and Workforce Development, 949-282-2730, [cdoughty@ivc.edu](mailto:cdoughty@ivc.edu).

**CUSD/Dana Hills High School Point of Contact:**

Name: Marc B. Patterson, Executive Director of Secondary Curriculum & Instruction, (949) 234-9261, [MBPATTERSON@capousd.org](mailto:MBPATTERSON@capousd.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: June 30, 2016.**

**By Whom: Corine Doughty, Dean, Instruction, Economic and Workforce Development, 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 Capistrano 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 CUSD/Dana Hills High School 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 CUSD/Dana Hills High School 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 semester.**

(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.

**CUSD/Dana hills High School 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.

**Capistrano 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.

**Capistrano 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.

**CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.**

(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 15 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.

**CUSD/Dana Hills High School 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.**

**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.**

**Pursuant to section (p) above, pupils under this Agreement could take up to 15 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 CUSD/Dana Hills High School 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 of AB 288, assessment of the DHHS students' benefit from the courses taken as part of the Biotechnology CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

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 the Biotechnology 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 semester.

#### HOLD HARMLESS CLAUSE

The South Orange County Community College District shall not be liable to the Capistrano Unified School District for personal injury or property damage sustained by Capistrano Unified School District in the performance of this Agreement, whether caused by Capistrano Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

Capistrano 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.

In witness thereof, the Chancellor of the South Orange Community College District, the President of Irvine Valley College, and the Superintendent of the Capistrano Unified School District are the signatories of this Memorandum of Understanding.

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Gary L. Poertner,  
Chancellor  
South Orange Community College District

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Date

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Glenn R. Roquemore,  
President,  
Irvine Valley College

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Date

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Kristen M. Vital  
Superintendent,  
Capistrano Unified School

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Date

## APPENDIX A

Scope, nature, time, location and listing of community college courses to be offered:

### SCOPE:

Approximately 100 hours of classroom lecture and laboratory college-level instruction in biotechnology.

### NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in biotechnology offered by Irvine Valley College. Offerings are open to students of Dana Hills High School exclusively and are in full compliance with AB 288.

### TIME AND LOCATION:

Scheduling for BIOT 70 (Fall 2016) and BIOT 70L (Spring 2017) on the Dana Hills High School Campus will be during the regular bell schedule. (NOTE: BIOT 273 has been requested to be offered in Summer 2017.)

- First section meets 3 times a week. On Mondays it meets for one hour and then on Tuesday and Thursday it meets for 1 hour and 40 minutes.
- Second section meets 4 times a week for 65 minutes.
- Supplemental Instruction support course (TU 301) meets as needed.

### COURSE DESCRIPTIONS (LISTING):

#### BIOT 70: Catalog Description:

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: Catalog Description:

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.



This course is being offered by Irvine Valley College at the request of the Capistrano Unified School District. Email memoranda from CUSD Superintendent Kristen and M. Vital Mark B. Patterson, Executive Director of Secondary Curriculum & Instruction, Capistrano Unified School District, confirms the nature of the requested career pathways dual enrollment curriculum:

**From:** Patterson, Marc B. [mailto:MBPATTERSON@capousd.org]  
**Sent:** Wednesday, April 20, 2016 1:23 PM  
**To:** Craig Justice <cjustice@ivc.edu>; Allemann, Jason J. <JJA Allemann@capousd.org>; Sabol, Amy M. <AMSABOL@capousd.org>  
**Subject:** Re: Bio Tech

Hello-

I just wanted to formally acknowledge that CUSD and Dana Hills would love to continue the work to build the biotech pathway with IVC. Dr. Allemann will be in contact.

Thank you for being so patient as we worked through this process.

Marc

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**From:** Vital, Kirsten M.  
**Sent:** Monday, March 28, 2016 5:35 PM  
**To:** Patterson, Marc B.  
**Cc:** Holliday, Susan E.; Allemann, Jason J.; Sabol, Amy M.; Romo, Patricia J.  
**Subject:** RE: Saddleback

Done. Please make the MOU with IVC.

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Memorandum of Understanding, Irvine Unified School District

**ACTION:** Accept for Review and Study

---

### **BACKGROUND**

Irvine Valley College (IVC), Santiago Canyon College, Santa Ana College, and Fullerton College have aligned curriculum and programs for an Orange County Biotechnology regional collaborative. The Orange County Department of Education's California Career Partnership Trust (OCCCPT) has identified biotechnology as a pathway for high schools and colleges to articulate and align programs across the county. Irvine Unified School District has requested that IVC offer two biotechnology courses (BIOT 70 and BIOT 70L) at Northwood High School in fall 2016.

### **STATUS**

AB 288 (Holden) College and Career Pathways allows Irvine Unified School District (IUSD) and South Orange County Community College District (SOCCCD) to enter into a MOU to deliver IVC courses in biotechnology to students at Northwood High School. This partnership will provide the opportunity to align curriculum and biotechnology programs in the region. The MOU addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment Biotechnology College and Career Access Pathways Partnership Agreement 2016-18.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and the Irvine Unified School District.

**DUAL ENROLLMENT  
SOCCCD (IRVINE VALLEY COLLEGE)-IRVINE UNIFIED SCHOOL DISTRICT  
COLLEGE & CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT  
2016-2018**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange Community College District SOCCCD (Irvine Valley College) and Irvine Unified School District (IUSD)

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: June 27, 2016
- (b) Public Comment/Approval Board Meeting Date: July 18, 2016

IUSD Board Meetings:

- (a) Information Board Meeting Date: June 28, 2016
- (b) Public Comment/Approval Board Meeting Date: July 12, 2016

*(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: 20-40 per semester.
- (b) Total number of FTES projected to be claimed under this Agreement: 9-12 per semester (based on 40 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each semester 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: Corine Doughty

Title: Dean, Instruction, Economic and Workforce Development

Contact Information: 949-282-2730, [cdoughty@ivc.edu](mailto:cdoughty@ivc.edu)

IUSD Point of Contact:

Name: Keith Tuominen

Title: Director, Secondary Education

Contact Information: (949) 936-5047, [keithtuominen@iusd.org](mailto:keithtuominen@iusd.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: August 15, 2016.

By Whom: Corine Doughty, Dean, Instruction, Economic and Workforce Development, 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 Irvine 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 IUSD 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 IUSD 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 semester.

*(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.*

IUSD 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.*

Irvine 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.*

Irvine 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.*

IUSD and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

*(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 15 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.*

IUSD 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 15 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 IUSD 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 IUSD 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.

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 semester.

The sharing of expenses will be determined by mutual agreement between IUSD and SOCCCD (Irvine Valley College).

HOLD HARMLESS CLAUSE

The South Orange County Community College District shall not be liable to the Irvine Unified School District for personal injury or property damage sustained by Irvine Unified School District in the performance of this Agreement, whether caused by Capistrano Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

Irvine 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.

In witness thereof, the Chancellor of the South Orange Community College District, the President of Irvine Valley College, and the Superintendent of the Irvine Unified School District are the signatories of this Memorandum of Understanding.

\_\_\_\_\_  
Gary L. Poertner,  
Chancellor  
South Orange Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn R. Roquemore,  
President,  
Irvine Valley College

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

Terry L. Walker  
Superintendent,  
Irvine Unified School District

## APPENDIX A

### SCOPE, NATURE, TIME, LOCATION AND LISTING OF COMMUNITY COLLEGE COURSES TO BE OFFERED

#### Biotechnology CCAP at Northwood High School

##### SCOPE:

Approximately 200 hours of classroom lecture and laboratory college-level instruction in biotechnology.

##### NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in biotechnology offered by Irvine Valley College. Offerings are open to students of Northwood High School exclusively and are in full compliance with AB 288.

##### TIME AND LOCATION:

The IVC courses will be scheduled on the Northwood High School campus Tuesday afternoons during the fall and spring semesters. Courses offered in the fall will end in mid-December, courses in the spring will start in late January and end in late May.

##### COURSE DESCRIPTIONS (LISTING):

#### **BIOT 70: Introduction to Biotechnology**

3 Units: 3 hours lecture

Transfers: CSU, UC credit pending

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

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

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Memorandum of Understanding, Tustin Unified School District

**ACTION:** Accept for Review and Study

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### **BACKGROUND**

Beckman High School, in the Tustin Unified School District, has requested that Irvine Valley College (IVC) offer a business pathway at Beckman High School in Fall 2016. The pathway provides students an opportunity to earn a certificate of proficiency and work toward a business certificate of achievement, a business associates degree, and/or a transferable business degree. Students would earn a certificate of proficiency in Research Tools for Entrepreneurs when completing MGT 1 (Introduction to Business) in the fall and ENTR 200 (Pathways to Success), ENTR 211 (Business Models), and ENTR 212 (Market Validation and Research) in the spring semester.

### **STATUS**

AB 288 (Holden) College and Career Pathways allows Tustin Unified School District (TUSD) and South Orange County Community College District (SOCCCD) to enter into a MOU to deliver IVC courses in business to students at Beckman High School. This partnership will provide the opportunity for students to gain an early start to a business certificate and/or degree. The MOU addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment Business College and Career Access Pathways Partnership Agreement 2016-18.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the Memorandum of Understanding between SOCCCD (Irvine Valley College) and Capistrano Unified School District.

**DUAL ENROLLMENT  
BUSINESS COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT  
BETWEEN SOCCCD/IVC AND THE TUSTIN UNIFIED SCHOOL DISTRICT**

This is a Business College and Career Access Pathways (CCAP) partnership agreement hereinafter known as "Agreement" between SOCCCD (Irvine Valley College) and Beckman High School.

Tustin Unified School District and SOCCCD (Irvine Valley College) are partners in developing and implementing a Business College and Career Access Pathway (CCAP) for students at Beckman High School. The purpose of the Business CCAP is to provide a dual enrollment opportunity for qualified high school students to complete a UC/CSU transferable business course and complete the Research Tools for Entrepreneurs Certificate of Proficiency. The intention of the pathway is to expand 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 and helping high school students achieve college and career readiness.

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 Board Meetings:**

- (a) Information Board Meeting Date: June 27, 2016
- (b) Public Comment Board Meeting Date: July 18, 2016

**TUSD Board Meetings:**

- (a) Information Board Meeting Date: June 6, 2016
- (b) Public Comment Board Meeting Date: July 11, 2016

*(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: 25-40 per semester.
- (b) Total number of FTES projected to be claimed under this Agreement 6.1 per semester (based on 40 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each semester 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: Corine Doughty, Dean, Instruction, Economic and Workforce Development, 949-282-2730, cdoughty@ivc.edu.

**TUSD/Beckman High School Point of Contact:**

Name: Donnie Rafter Title: Assistant Principal  
Contact Information: Ph: 714-734-2900 email: drafter@tustin.k12.ca.us

*(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: July 31, 2016

By Whom: Name: Corine Doughty, Dean, Instruction, Economic and Workforce Development, 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 County Community College District and the Tustin 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 Beckman High School 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 Beckman High School 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 completely oversubscribed sections prior to commencement of the semester.

*(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.*

TUSD/Beckman High School 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 2014.

*(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.*

TUSD will be the employer of record for all K-12 district-paid teachers participating in this Agreement.

SOCCCD will be the employer of record for all community college district-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.*

Tustin Unified School District will assume reporting responsibilities pursuant to

applicable federal teacher quality mandates for any of their teaching personnel involved in the agreement.

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.*

TUSD/Beckman High School and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

*(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 15 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.*

SOCCD/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.*

TUSD/Beckman High School and SOCCCD (Irvine Valley College) agree that the Tustin Unified School District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction.

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.

Pursuant to section (p) above, pupils under this Agreement could take up to 15 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 TUSD/Beckman High School 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 BHS students' benefit from the courses taken as part of the Business CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

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 the Business 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 semester.

The process for acceptance of high school students in the Business College and Career Access Pathway shall be developed by the high school in collaboration with Irvine Valley College. Specific criteria for acceptance into the Business College and Career Access Pathway shall be reviewed by faculty program leads at the high school and college.

The sharing of expenses will be determined by mutual agreement between TUSD/Beckman High School and SOCCCD (Irvine Valley College).

#### **HOLD HARMLESS CLAUSE**

The South Orange County Community College District shall not be liable to the Tustin Unified School District for personal injury or property damage sustained by Tustin Unified School District in the performance of this Agreement, whether caused by Tustin Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

Tustin 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.

In witness thereof, the President of Irvine Valley College and the Superintendent of the Tustin Unified School District are the signatories of this Memorandum of Understanding.

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Gary L. Poertner,  
Chancellor  
South Orange Community College District

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Date

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Glenn R. Roquemore,  
President,  
Irvine Valley College

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Date

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Dr. Gregory F. Franklin  
Superintendent,  
Tustin Unified School District

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Date

**SCOPE, NATURE, TIME, LOCATION AND LISTING OF COMMUNITY COLLEGE COURSES TO BE OFFERED**

**SCOPE:**

Approximately 100 hours of classroom lecture college-level instruction in business.

**NATURE OF THE COURSES:**

Career Technical Education and College and Career Access Pathways partnership courses in business offered by Irvine Valley College. Offerings are open to students of Beckman High School exclusively and are in full compliance with AB 288. Completion of MGT 1 will begin a pathway toward a business certificate of achievement, a business associates degree, and/or a transferable business degree. Students would earn a certificate of proficiency in Research Tools for Entrepreneurs when completing the three classes in the spring semester.

<b>BECKMAN HIGH SCHOOL: CLASS OF 2017 [Offered 2016-2017]</b>				
<b>Term</b>	<b>Course</b>	<b>Course Description</b>	<b>Units</b>	<b>Program</b>
Fall 2016	MGT 1	Introduction to Business	3	CSU/UC Elective Transfer
Spring 2017	ENTR 200	Pathways to Success	1	Certificate of Proficiency
Spring 2017	ENTR 211	Business Models	2	Certificate of Proficiency
Spring 2017	ENTR 212	Market Validation and Research	1	Certificate of Proficiency
Total CSU/UC Elective Transferable Program Units			3	

Upon Completion of the program, students will earn a certificate of proficiency in "Research Tools for Entrepreneurs"

**TIME AND LOCATION:**

Schedule of the Business CCAP classes will be on the Beckman High School campus during 5<sup>th</sup> period of the regular bell schedule, Monday through Thursday.

**COURSE DESCRIPTIONS (LISTING):**

**MGT 1 Introduction to Business 3 Units: 3 hours lecture Transfers: CSU, UC.** A survey in business providing a multidisciplinary examination of how culture, society, economic systems, legal, international, political, financial institutions, and human behavior interact to affect a business organization's policy and practices within the US and a global society. Demonstrates how these influences impact the primary areas of business including: organizational structure and design; leadership, human resource management, organized labor practices; marketing; organizational communication; technology; entrepreneurship; legal, accounting, financial practices; the stock and securities market; and therefore affect the ability of a business to achieve its organizational goals. C-ID: BUS 110.

**ENTR 200 Pathways to Success 1 Unit: 1 hour lecture.** This interactive course enables students to engage in the fundamental aspects of creatively developing frameworks of passion and purpose as a means of personal empowerment and wealth. The course promotes entrepreneurial thinking across disciplines and assists students in developing a process for transforming ideas into sustainable success. Students will examine how others overcame adversity and achieved success. The course includes individualized learning assessments designed to assist the student in exploring their frameworks of thought and entrepreneurial potential.

**ENTR 211 Business Models: The Design and Delivery of Value 2 Units: 2 hours lecture.** Successful entrepreneurs are able to describe how their organization creates, delivers, and captures value. This cross-disciplinary course helps students understand business model generation by examining customer segments, profitability and the process of identifying business goals, developing strategic objectives, critical success factors, and key performance indicators for entrepreneurial endeavors. Students will learn how to filter business opportunities, project whether business opportunities can be scalable, identify and validate potential markets, and estimate profitability.

**ENTR 212 Market Validation and Research 1 Unit: 1 hour lecture.** This course explores a variety of resources, tools, and techniques for collecting and analyzing market research data. It engages students in the process of assessing target markets, implementing a market validation strategy, and interpreting primary and secondary research to create effective plans and forecasts. The course illustrates how targeting the market can reduce marketing costs and increase effectiveness. It also discusses common marketing mistakes and the limits of market research.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP- 5300 Grade Changes

**ACTION:** Accept for Review and Study

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### **BACKGROUND**

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

### **STATUS**

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

Legal counsel has been involved throughout the review process. The proposed policy was presented to the Chancellor's Council on June 16, 2016 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policy as shown in EXHIBIT A.



# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

# 5300

STUDENTS

## GRADING POLICY

This grading policy is based on sound academic principles and conforms to the following standards:

1. Work in all courses acceptable in fulfillment of the requirements for an associate or baccalaureate degree, a certificate, a diploma or license shall be graded in accordance with the grading scale adopted by this policy. ~~in accordance with Section 55023 of Title 5, California Code of Regulations.~~

### I. PASS-NO PASS

A pass-no pass grade may be earned by any student in either of the following two categories: (a) courses may be offered wherein all students are evaluated on a "pass-no pass" basis; or, (b) courses wherein each student may elect, no later than the end of the first 30 percent of the term, whether the basis of evaluation is to be " pass-no pass " or a letter grade.

1. All units earned on a "pass-no pass " basis shall be counted in satisfaction of South Orange County Community College District curriculum requirements.
2. Units earned on a "pass-no pass" basis shall not be used to calculate grade point averages. However, units attempted for which "NP" is recorded shall be considered in probation and dismissal procedures, as defined in Section 55023 of Title 5, California Code of Regulations.
3. Independent study courses offered in accordance with Sections 55230 et seq. of Title 5, California Code of Regulations may be graded on a "pass-no pass" basis.
4. For courses in which there is a single satisfactory standard of performance for which unit credit is assigned, the "P/NP" grading system shall be used to the exclusion of other grades. Credit shall be assigned for meeting that standard, no credit shall be assigned for failure to do so.
5. Courses wherein all students are evaluated on the "pass-no pass" basis shall be specified in the college catalog and schedule of classes.

II. CREDIT BY EXAMINATION

Credit may be granted to any student who satisfactorily passes an examination approved or conducted by proper authorities of any college, as prescribed by Title 5, California Code of Regulations, Section 55050.

1. The governing board of South Orange County Community College District shall adopt and publish policies and procedures pertaining to credit by examination in accordance with the provisions of this section.
2. The governing board may grant credit to any student who satisfactorily passes an examination approved or conducted by proper authorities of the college. Such credit may be granted only to a student who is registered at the college and in good standing and only for a course listed in the catalog of the college.
3. The nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted in accordance with policies and procedures approved by the curriculum committee established pursuant to Section 55002. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. The faculty may accept an examination conducted at a location other than the community college for this purpose.
4. A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examination are conducted pursuant to this section.
5. The student's academic record shall be clearly annotated to reflect that credit was earned by examination.
6. Grading shall be according to the regular grading system approved by the governing board pursuant to Section 55023, except that students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.
7. Units for which credit is given pursuant to the provisions of this section shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree.
8. The District may charge a student a fee for administering an examination pursuant to this section, provided the fee does not exceed the enrollment fee which would be associated with enrollment in the course for which the student seeks credit by examination. If it is determined that there will be a charge it shall be uniform and be applied to students throughout the District.

Note: Authority cited: Section 66700 and 70901, Education Code. Reference: Sections 70901 and 70902, Education Code.

Adopted: 1-26-81	Revised: 12-11-00
Revised: 5-15-89	Revised: 4-24-06
Revised: 6-24-91	Revised: 5-27-08
Revised: 4-26-99	Revised: 8-31-09

III. STANDARDS FOR PROBATION

Students shall be placed on academic or progress probation according to the following standards, as prescribed by Title 5, California Code of Regulations, Section 55031:

1. Academic probation. A student who has attempted at least 12 semester units within the district as shown by the official academic record shall be placed on academic probation if the student has earned a cumulative grade point average below 2.0 in all units which were graded on the basis of the grading scale described in Section 55031(a) of Title 5, California Code of Regulations.
2. Progress probation. A student who has enrolled in a total of at least 12 semester units within the district as shown by the official academic record shall be placed on progress probation when the cumulative percentage of all units in which a student has enrolled and for which entries of "W", "I," "NC," and "NP" are recorded reaches or exceeds fifty percent (50%) Section 55031(b) of Title 5, California Code of Regulations. The MW grade shall not be used in the calculation of progress probation.

IV. REMOVAL FROM PROBATION

Students shall be removed from probation according to the following provisions of Title 5, California Code of Regulations, Section 55032:

1. A student on academic probation for a grade point deficiency shall be removed from probation when the student's cumulative grade point average is 2.0 or higher.
2. A student on progress probation because of an excess of units for which entries of "W", "I" and "NP" are recorded shall be removed from probation when the cumulative percentage of units in this category drops below fifty percent (50%).
3. A student may request removal from probation or appeal probation placement by following the petition procedure provided by the Admissions and Records Office.

V. STANDARDS FOR DISMISSAL

For purpose of this section, semesters shall be considered consecutive on the basis of the student's enrollment so long as the break in the student's enrollment does not exceed one full primary term.

Students shall be subject to dismissal by the following standards of Title 5, California Code of Regulations, Section 55033:

Adopted: 1-26-81	Revised: 12-11-00
Revised: 5-15-89	Revised: 4-24-06
Revised: 6-24-91	Revised: 5-27-08
Revised: 4-26-99	Revised: 8-31-09

1. A student who is on academic probation shall be subject to dismissal if the student earned a cumulative grade point average of less than 1.75 in all district units attempted in each of three consecutive semesters which were graded on the basis of the grading scale described in this policy.
2. A student who has been placed on progress probation shall be subject to dismissal if the percentage of district units in which the student has been enrolled for which entries of "W", "I," "NC," and "NP" are recorded in at least three consecutive semesters reaches or exceeds fifty percent (50%).
3. A student may appeal dismissal by following the petition procedure provided by the Admissions and Records office.

VI. READMISSION AFTER DISMISSAL

Students who have been dismissed from South Orange County Community College District may apply for readmission after one semester of non-attendance by following the petition procedure provided by the Admissions and Records office. Students who are readmitted and fail to maintain a grade point average of 1.75 or higher during the semester following readmission will be subject to permanent dismissal.

VII. ~~ACADEMIC RECORD SYMBOLS AND GRADE POINT AVERAGE~~

~~Grades from a grading scale shall be averaged on the basis of the point equivalencies to determine a student's grade point average. The highest grade shall receive four points, and the lowest grade shall receive 0 points using only the following evaluative symbols as prescribed by Title 5, California Code of Regulations, Section 55023:~~

<u>Symbol</u>	<u>Definition</u>	<u>Grade Point</u>
A	Excellent	4
B	Good	3
C	Satisfactory	2
D	Passing, less than satisfactory	1
F	Failing	0
*P	Pass (at least satisfactory units awarded, not counted in GPA)	
*NP	No Pass (less than satisfactory, or failing units not counted in GPA)	

~~\*CR/NCR retained in academic history; not currently in use~~

Adopted: 1-26-81      Revised: 12-11-00  
 Revised: 5-15-89      Revised: 4-24-06  
 Revised: 6-24-91      Revised: 5-27-08  
 Revised: 4-26-99      Revised: 8-31-09

1. ~~The Board of Trustees of the South Orange County Community College District will publish the point equivalencies for the grades adopted in this section in the catalog as part of its grading practices, as prescribed by Title 5, California Code of Regulations, Section 55023.~~
2. ~~Only the following non-evaluative symbols may be used:~~

Symbol ——— Definition

~~I ——— Incomplete~~

~~Incomplete academic work at the end of the term, as a result of an unforeseeable emergency and justifiable reasons at the end of the term may result in an "I" symbol being entered in the student's record. The conditions for removal of the "I" shall be stated by the instructor in a written record. This record shall contain the conditions for removal of the "I" and the grade assigned in lieu of its removal. This record must be given to the student with a copy on file with the registrar until the "I" is made up or the time limit has passed. A final grade shall be assigned when the required work has been completed and evaluated, or when the time limit for completing the work has passed.~~

~~The "I" may be made up no later than one year following the end of the term in which it was assigned.~~

~~The "I" symbol shall not be used in calculating units attempted nor for grade points.~~

~~A student may petition for a time extension due to unusual circumstances by following the petition procedure in the Admissions and Records office.~~

Symbol ——— Definition

~~IP ——— In Progress~~

~~The "IP" symbol shall be used to denote that the class extends beyond the normal end of an academic term. It indicates that work is "in progress," but that assignment of a substantive grade must await its completion. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative grade and unit credit shall be assigned and appear on the student's record for the term in which the course is completed. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative grade and unit credit shall be assigned and appear on the student's record for the term in which the course is completed. The "IP" shall not be used in calculating grade point averages.~~

~~Currently, an appropriate use of the "IP" symbol would be in an open entry open exit class.~~

Adopted: 1-26-81            Revised: 12-11-00  
 Revised: 5-15-89           Revised: 4-24-06  
 Revised: 6-24-91           Revised: 5-27-08  
 Revised: 4-26-99           Revised: 8-31-09

Symbol ————— Definition

~~RD ————— Report Delayed~~

~~The “RD” symbol may be assigned by the registrar only. It is to be used when there is a delay in reporting the grade of a student due to circumstances beyond the control of the student. It is a temporary notation to be replaced by a permanent symbol as soon as possible. “RD” shall not be used in calculating grade point averages.~~

Symbol ————— Definition

~~W ————— Withdrawal~~

~~Withdrawal from class or classes shall be authorized through 65% of a term. The academic record of a student who remains in a class beyond 65% of a term must reflect a symbol as authorized in this section, other than a “W”.~~

~~No notation (“W” or other) shall be made on the academic record of a student who withdraws during the first four weeks of a term.~~

~~Withdrawal between the end of the fourth week and 65% of a term shall be recorded as a “W” on the student’s record.~~

~~The “W” shall not be used in calculating grade point averages, but excessive “W’s” shall be used as factors in progress probation and dismissal procedures.~~

~~A student may request permission to withdraw from a class after the final drop date by following the petition procedure provided by the Admissions and Records Office. All requests for this exception shall include complete written details of the circumstances and only extreme emergency reasons clearly beyond the control of the student shall be considered.~~

~~A student is allowed to receive a maximum of four W’s per course. A student will be allowed to take the course additional times only through a formal appeal process.~~

Symbol ————— Definition

~~MW ————— Military Withdrawal~~

~~The MW symbol shall be used for students who are members of an active or reserve military service and receive orders compelling a withdrawal from courses. Upon verification of such orders, this symbol may be assigned at anytime during the term with no adverse impact on the students' academic record or enrollment status. This grading option is retroactive to January 1, 1990.~~

Adopted: 1-26-81                      Revised: 12-11-00  
Revised: 5-15-89                      Revised: 4-24-06  
Revised: 6-24-91                      Revised: 5-27-08  
Revised: 4-26-99                      Revised: 8-31-09

VIII. NOTIFICATION OF PROBATION AND DISMISSAL

Every reasonable effort will be made to notify a student of placement on probation, dismissal, removal from probation, or reinstatement after dismissal, at or near the beginning of the semester in which it will take effect but, in any case, no later than the start of the fall semester.

1. Counseling and other support services will be offered to any student on probation to help the student overcome any academic difficulties.
2. Probation and dismissal policies and procedures shall be published in the district catalog per Title 5, California Code of Regulations, Section 55033.

IX. GRADE CHANGES

In any course offered by the South Orange County Community College District for which grades are awarded, the instructor of the course shall determine the grade to be awarded each student in accordance with Title 5, California Code of Regulations, Section 55023. The determination of the student's grade by the instructor shall be final in the absence of mistake, fraud, bad faith, or incompetency as outlined in California Education Code, Section 76224(a). Procedures for the correction of grades given in error shall include expunging the incorrect grade from the record in accordance with Title 5, California Code of Regulations, Section 55025.

When grade changes are made in accordance with this policy, appropriate annotations of any courses repeated shall be entered on the student's permanent academic record in such a manner that all work remains legible, insuring a true and complete academic history, as prescribed by Title 5, California Code of Regulations, Section 55025(e)

X. ACADEMIC RENEWAL REGULATIONS

Computation of the cumulative grade point average, may, under the circumstances outlined below, disregard course work from consecutive terms taken at any college as prescribed by Title 5, California Code of Regulations, Section 55046.

1. A student may request that the record of previously completed course work be disregarded by following the petition procedure provided by the Admissions and Records office.
2. Evidence to the effect that the previously recorded work was substandard (less than "C" or equivalent) and not reflective of more recently demonstrated academic ability, must be submitted with the petition.

Adopted: 1-26-81	Revised: 12-11-00
Revised: 5-15-89	Revised: 4-24-06
Revised: 6-24-91	Revised: 5-27-08
Revised: 4-26-99	Revised: 8-31-09

3. A maximum of two semesters or three quarters of work as a full-time student or up to 30 units of part-time work may be alleviated and disregarded in the computation of cumulative grade point average.
4. All course work taken in the term is to be alleviated even if satisfactory, and shall be disregarded.
5. At least three years must have elapsed since completion of the most recent course work to be alleviated.
6. A minimum of 30 semester units must have been completed at regionally accredited colleges or universities with a 2.50 G.P.A. subsequent to the course work to be alleviated.
7. When course work is forgiven, the permanent academic record shall be annotated in such a manner that all course work remains legible, insuring a true and complete academic history.
8. Academic renewal by South Orange County Community College District does not guarantee that other institutions will approve such action. This determination will be made by the respective transfer institutions.
9. A student may request academic renewal only once.

Adopted: 1-26-81	Revised: 12-11-00
Revised: 5-15-89	Revised: 4-24-06
Revised: 6-24-91	Revised: 5-27-08
Revised: 4-26-99	Revised: 8-31-09



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Board Policy Revision: BP- 5301 Course Repetition  
**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

One board policy is being presented to the Board of Trustees for discussion / 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 throughout the review process. The proposed policy was presented to the Chancellor's Council on May 5, 2016 for review and recommendation to the Chancellor.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the board policy as shown in EXHIBIT A.

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

# 5301

STUDENTS

## COURSE REPETITION AND COURSE REPEATABILITY

A student may repeat the same credit courses at South Orange County Community College District under the following circumstances.

1. When a student earns a substandard grade (D, F, or NP) or a Withdrawal (W) is assigned, and the student wants to retake the course to earn a passing grade.
2. When a student meets the criteria for special circumstances.
3. When a course is specifically designed as repeatable.

When a course repetition occurs to mitigate a D, F, NP or W, the permanent academic record shall be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.

Once a student has earned a grade of A, B, C or P (or CR) in a non-repeatable course, the student will not be permitted to reenroll in that course or the equivalent course at the other college in the district. The student who has earned a grade of D, F, W, or NP (or NC) may reenroll in that course or the equivalent course within the District for no more than two additional enrollments. The first two substandard grades received may be annotated and excluded from the cumulative grade point average. When repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.

A skills based course may be designated as repeatable. Such allowable repetitions shall be noted in the college catalog. Students may enroll for these courses in the district for the maximum number of times designated in the Course Outline of Record.

Under special circumstances, students may repeat a course beyond these restrictions as described in the AR-5301 Course Repetition and Repeatable Courses.

### I. ~~COURSE REPETITION FOR COURSES WITH A PASSING GRADE~~

~~As stated in Title 5, California Code of Regulations, no student may repeat a credit course for credit nor may state apportionment be claimed if the student has previously completed the course with a grade of A, B, C or CR except:~~

- ~~1. Where there has been a significant lapse of time (not less than three years) since the student previously took the course. A single repeat is the maximum allowed under this provision;~~  
~~or~~
- ~~2. Where the course is approved by the Board of Trustees as a repeatable course. Three repeats is the maximum allowable under this provision.~~

~~— A course may be designated as repeatable only if:~~

Adopted: 10-09-85

Revised: 5-22-06

Revised: 5-15-89

Revised: 4-28-08

Revised: 4-26-99

Revised: 2-22-10

- a. ~~The course is approved specifically as a repeatable course by the Board of Trustees;~~
- b. ~~The course content differs each time the course is offered as demonstrated through course syllabi;~~
- c. ~~The course is so designed that students repeating the course will enhance their skills or proficiencies through supervised repetition and practice within class periods; or~~
- d. ~~The mastery of course content is by design likely to require the repetition of the~~  
~~—course by a substantial proportion of those who are expected to enroll.~~

~~Students seeking to enroll in a repeatable course under these provisions may not concurrently enroll in the same repeatable course.~~

~~An exception to the above stated conditions may be considered only through the formal appeal process.~~

~~A repeatable course shall be so designated in the catalog and shall contain as part of the course description notation of the maximum number of times the course may be taken for credit.~~

## II. COURSE REPETITION FOR COURSES WITH A SUBSTANDARD GRADE

~~A student may repeat courses for which substandard work has been recorded in accordance with the policies described below. For purposes of course repetition, the term “substandard” shall be defined as meaning course work for which the grading symbols “D”, “F” and/or “NC” have been recorded (Title 5, California Code of Regulations).~~

- ~~1. Previous grades and credits for each repetition are to be disregarded in the computation of grade point averages (Title 5, California Code of Regulations).~~
- ~~2. When course repetition occurs, the permanent academic record shall be annotated in such a manner that only the most recent grade and credit earned will be used to calculate the student’s grade point average. All work shall remain legible, ensuring a true and complete academic history (Title 5, California Code of Regulations).~~
- ~~3. Repetition may be permitted for courses deemed equivalent within the South Orange County Community College District and for which substandard academic performance has been recorded as defined in this section (Title 5, California Code of Regulations). Equivalency will be established by a college determined process.~~
- ~~4. Students will automatically be allowed to repeat a course taken with a substandard grade only twice. A student may be allowed to repeat the course a third time only through a formal appeal process, which verifies that there are extenuating circumstances which justify the additional repetition. Extenuating circumstances are verified cases of accidents, illness or other circumstances beyond the control of the student.. Each subsequent grade shall be recorded consistent with the provisions of Title 5, California Code of Regulations, as described above.~~
- ~~5. Prior course repetition actions by other accredited colleges and universities may be honored in determining transfer of a student’s credits (Title 5, California Code of Regulations).~~

## III. APPORTIONMENT FOR COURSE REPETITION

Adopted: 10-09-85

Revised: 5-22-06

Revised: 5-15-89

Revised: 4-28-08

Revised: 4-26-99

Revised: 2-22-10

~~The conditions under which state apportionment may be claimed for course repetition are contained in Title 5, which states:~~

- ~~1. Except as specifically authorized by statute or by this section, no state apportionment shall be allowed for the attendance of a student in a course in which the student has previously received a grade from the District~~
- ~~2. State apportionment may be claimed for the attendance of a student in a course in which the student has received a grade only if:
 
  - ~~a. The student is repeating the course to alleviate substandard work that has been recorded on the student's record. The term "substandard" shall be defined as course work for which the grading symbol "D", "F", or "N/C" has been recorded; or~~
  - ~~b. The District finds that the student's previous grade is, at least in part, the result of extenuating circumstances. Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student; or~~
  - ~~c. The District has determined that a student should repeat a course because there has been a significant lapse of time since the student previously took the course~~~~

~~The attendance of students repeating a course as authorized by this subsection may be claimed only once for state apportionment.~~

- ~~3. State apportionment for repetition of courses not expressly authorized by this section may be claimed upon approval of the Chancellor in accordance with the following procedure:
 
  - ~~a. The District must identify the courses which are to be repeatable, and designate such courses in the college catalogs;~~
  - ~~b. The District must determine and certify that each identified course is one in which the course content differs each time it is offered, and that the student who repeats it is gaining an expanded educational experience for one of the two following reasons:
 
    - ~~• Skills or proficiencies are enhanced by supervised repetition and practice within class periods; or~~
    - ~~• Active participatory experience in individual study or group assignments is the basic means by which learning objectives are obtained~~~~
  - ~~c. The District must develop and implement a mechanism for the proper monitoring of such repetition~~~~

~~The attendance of students repeating a course pursuant to this subsection, when approved by the Chancellor, may be claimed for state apportionment for not more than three semesters.~~

*Reference:*

*Title 5, Section 55040, 55041, 55042, 55044, 55253, 56029, 58161, 55761, 55762*

Adopted: 10-09-85

Revised: 5-15-89

Revised: 4-26-99

Revised: 5-22-06

Revised: 4-28-08

Revised: 2-22-10

**TO:** Board of Trustees

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

**RE:** SOCCCD: District Server and Storage Replacement, Nutanix Brand, from Meridian IT, Inc. CMAS Contract

**ACTION:** Approval

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### **BACKGROUND**

On March 31, 2014 the Board of Trustees contracting with Carahsoft Technology, Corp. for the purchase of a Nutanix virtualized datacenter pursuant to the CMAS Contract No. 3-12-70-2247E. District IT is undergoing systematic legacy server and storage infrastructure refresh with Nutanix hardware.

Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use California Multiple Award Schedule (CMAS). The contracts are structured to comply with California procurement codes, guidelines, and policies.

### **STATUS**

The California Department of General Services has entered into an agreement with Meridian IT, Inc., Contract No. 3-14-70-3035A to provide Nutanix virtualized datacenters. In accordance with contract requirements, district staff received three quotes from authorized resellers and determined that Meridian IT, Inc. provides the best value. After legal counsel's evaluation, staff has determined that it is in the district's best interest to procure Nutanix virtualized datacenters using this agreement which is available for review in the Facilities Planning and Purchasing Department.

This approval applies to purchases made within the term of the Agreement, 3/5/2014 through 3/31/2017 and is contingent upon the availability of funds for each purchase. The annual purchases are not to exceed \$1,000,000.

Funding for the project is available in the District IT approved Basic Aid account and individual department's General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approves contracting with Meridian IT, Inc. for the purchase of Nutanix virtualized datacenters pursuant to the CMAS Contract No. 3-14-70-3035A. Annual expenditures for the term under this agreement will not exceed \$1,000,000.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contract with Neudesic LLC for Software Development

**ACTION:** Approval

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### **BACKGROUND**

The Student Information System (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges.

In order to support current SIS related software projects, the District is in need of expertise in the area of software development and project management. Neudesic LLC provides these services and is familiar with SOCCCD's systems and development approach. The board approved a contract with Neudesic, LLC on November 17, 2014 following a "Request for Qualifications and Proposals" process for Information Technology Consultant Services.

### **STATUS**

The following SIS related projects were prioritized by the District-wide Technology Committee (DTC) and approved by the Basic Aid Allocation Recommendation Committee (BAARC) for funding and development during FY 2015-2016:

- SIS: state compliance and college requested features
- Waitlist mobile one-click registration
- Project management services for smaller software development projects

District IT is proposing that Neudesic LLC assist by providing software development and project management services for these projects.

Funding for these software development services are provided by the FY 2015-2016 basic aid allocation.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the work order with Neudesic LLC, Exhibit A, for an amount not to exceed \$700,000 for the term of July 1, 2016 through June 30, 2017.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
WORK ORDER FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES**

To: Neudesic, LLC  
8105 Irvine Center Drive, Suite 1200  
Irvine, CA 92618

PO Number:

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17th, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below:

Item	Description	Start Date	End Date	Not to Exceed Amt.
1	Develop Student Information System (SIS) changes and enhancements as identified and prioritized by appropriate college staff and facilitated by the Directors of Administrative/Academic Systems.  Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.	7/1/16	12/31/16	\$300,000
2	Develop a one-click registration system that allows students on a wait list to easily accept or decline a seat in a class when they are notified they can enroll.  Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.	7/1/16	6/30/17	\$200,000
3	Provide project management services for a variety of smaller projects.	7/1/16	6/30/17	\$200,000

Work order approved by:  
DISTRICT

Accepted by:  
IT CONSULTANT

South Orange County Community College District

Neudesic, LLC

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

\_\_\_\_\_  
Parsa Rohani  
Chief Executive Officer

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Dr. Robert Bramucci  
Vice Chancellor, Technology and Learning Services

\_\_\_\_\_  
(Date)

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Academic Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

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**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibits A and B.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

**1. ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. CULLEN, THOMAS, is to be employed as Chemistry Instructor, Pos #P0007283, School of Physical Sciences and Technologies, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 1)
- b. FARSAKH, DALAL, is to be employed as Counselor (International), Pos #P0007313, School of Guidance and Counseling, Irvine Valley College, effective August 1, 2016. Approximate Salary Placement: Range III, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 2)
- c. GARCIA, ERIC, is to be employed as Counselor (Veterans), Pos #P0007312, School of Guidance and Counseling, Irvine Valley College, effective August 1, 2016. Approximate Salary Placement: Range IV, Step 1. This is a replacement position for Mark Minkler, who retired. (Exhibit B, Attachment 3)
- d. HAIGHT, LAURA, is to be employed as Art Instructor/Ceramics Instructor, Pos #P0001544, Division of Fine Arts, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Richard White. (Exhibit B, Attachment 4)
- e. JOHNSON, JEFFREY, is to be employed as English Instructor (Basic Skills), Pos #P0007228, School of Humanities, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 5)
- f. KIYOCHI, EMIKO, is to be employed as Japanese Instructor, Pos #P0007222, School of Languages and Learning Resources, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range IV, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 6)
- g. LA CURAN, JENNIFER, is to be employed as Dance Instructor, Pos #P0003810, School of The Arts, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range IV, Step 1. This is a replacement position for Marie De la Palme. (Exhibit B, Attachment 7)
- h. MESHKIN, NAHID, is to be employed as Nursing Instructor (Temporary, Grant-Funded), Pos #P0004997, Division of Health Sciences and Human Services, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on March 28, 2016. (Exhibit B, Attachment 8)

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)**

- i. MITOLO, MASSIMO, is to be employed as Electrical Technology Instructor, Pos #P0007281, School of Physical Sciences and Technologies, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Robert Chaboya, who retired. (Exhibit B, Attachment 9)
- j. NGUYEN, PIERRE, is to be employed as Biology Instructor, Pos #P0001782, School of Life Sciences and Technologies, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Priscilla Ross, who retired. (Exhibit B, Attachment 10)
- k. RICHARDS, JOHN, is to be employed as Environmental Studies Instructor, Pos #P0007305, Division of Advanced Technology and Applied Science, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 11)
- l. SHAW, KATHERINE, is to be employed as Biology Instructor, Pos #P0007294, Division of Mathematics, Science and Engineering, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 12)

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Addington, Tania	AA/Graphic Design	Art-Emeritus/IVC	1	08/22/16
Bhavsar, Kinnari	MBA/Marketing	Bus. Management/IVC	2	08/22/16
Bremer, Breanna	MBA/Bus. Admin.	Bus. Management/IVC	2	08/22/16
Brown, Daniel	MA/Communication	Communication/IVC	2	08/22/16
Dassero, Sarah	MA/English	English/SC	2	08/22/16
Diab, Danny	MA/Economics	Economics/IVC	2	08/22/16
Duncan, Benjamin	PhD/Apl. Linguistics	English/SC	5	08/22/16
Farol, Ronald	MA/English Literature	English/SC	2	08/22/16
Fischer, Sean	MS/Music	Music/IVC	2	08/22/16
<sup>1</sup> Gaudet, Jennifer	MEd/TESOL	Adult Ed-ESL/IVC	5	08/22/16
Hamamura, Mark	PhD/Physics	Astronomy/Phys./IVC	5	08/22/16
Herold, Julie	MA/English	English/IVC	2	08/22/16
Hirsch, James	MA/Spanish	Spanish/SC	2	08/22/16
Jahed, Yasaman	MA/English	English/SC	2	08/22/16
Laidemitt, Heidi	MA/TESOL	ESL/IVC	2	08/22/16
Ling, Timothy	MA/Applied Math	Mathematics/IVC	2	08/22/16
<sup>2</sup> Livote, Michelle	MA/TESOL	Adult Ed-ESL/IVC	5	08/22/16

<sup>1</sup> Current SOCCCD Part-time Faculty approved to teach ESL, Irvine Valley College.

<sup>2</sup> Current SOCCCD Part-time Faculty in the School of Liberal Arts, Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Maroufkhani, Kevin	MA/Philosophy	Philosophy	2	08/22/16
Marino, Thomas	MA/Bioloical Sci.	Biology/IVC	2	08/22/16
Moghaddam, Abe	MA/English Lit&Lang	Tutor LRC/IVC	2	08/22/16
Mohr, Cheryl	MA/ESL	ESL/IVC	2	08/22/16
Morrison, Anna	MFA/Writing	English/SC	2	08/22/16
Notarangelo, Joseph	MA/Composition	English/SC	2	08/22/16
Polentz, Christopher	MA/Art	Art/IVC	2	08/22/16
Poturica, Vincent	MA/Creative Writing	English/IVC	2	08/22/16
Rehnberg, Nicole	MA/English	English/IVC	2	08/22/16
<sup>3</sup> Sierakowski, Mark	AA/Electronics	Electronics/SC	5	08/22/16
Yi, Sally	MA/Mathematics	Mathematics/IVC	2	08/22/16

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Clarke, Kristine	MS/Chemistry	Biology/IVC	2	08/22/16

Equivalency is based on an MS degree in Chemistry from UC San Diego and a BS Degree in Biochemistry from UC San Diego. Ms. Clarke is a Science teacher at Dana Hills High School where she teaches AP Chemistry, Biotechnology, Forensics, HMO Chemistry, and Biology. She has developed the Biotechnology Program at Dana Hills High School. She also served as a research scientist at CSU Fullerton and holds a Howard Hughes Medical Institute Research Fellowship.

Laird, Joanna	BS/Biology	Chemistry/SC	1	08/22/16
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Equivalency is based on a Bachelor's degree in Biology from Santa Clara University with minors in Chemistry and Biotechnology; as well as 115 quarter units towards a PhD in Molecular Biology and Biochemistry from the University of California, Irvine, to be completed by the first week of August. Ms. Laird has been a teaching assistant for two quarters at University of California, Irvine teaching Molecular Biology, Biochemistry lectures and Microbiology labs. Additionally, she has completed a year-long internship at Orange Coast College teaching Introduction to General Chemistry.

<sup>3</sup> CalSTRS Retiree. Spouse of Elisia Sierakowski, Associate Faculty in Division of Advanced Technology and Applied Science, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Leonardo, Rebecca	BS/Eco, Behvr & Evo	Marine Science/SC	1	08/22/16

Equivalency is based on a Bachelor of Science degree in Geosciences from the University of California, San Diego, and an Master of Science degree from Kaplan University in Environmental Policy. Ms. Leonardo has taught labs and discussion sessions in Ecology and Biology at UC San Diego and has worked in education and developing curriculum for education and interpretive programs at the Aquarium of the Pacific of the Bay. She is well-versed in Ocean-Atmospheric interactions and in marginal ecosystems such as reef environments and estuaries.

Martin, Eric	MA/Phil. of Religion	Philosophy/IVC	2	08/22/16
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Equivalency is based on a Master of Arts degree in Theological Studies from the Claremont School of Theology, completed in 2003. Mr. Martin also has experience teaching introduction to philosophy courses, ethics, critical thinking and humanities courses at Westwood College for over a decade. Additionally, Mr. Martin has completed graduate work in a doctoral program in postmodern philosophy and the philosophy of religion in the Claremont School of Theology. He is currently ABD.

<sup>4</sup> McKendry, Joshua	BA/Audio Engineering	Music/SC	2	08/22/16
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Equivalency is based on a Bachelor's Degree from California State University, Dominguez Hills in Audio Engineering. Mr. McKendry has over 25 years of experience as an audio engineer, producer, mastering engineer, and film/television sound designer. He has taught over nine music technology classes at California State University, Dominguez Hills, and is an active member in the music technology community.

Moayedi, Neda	MA/Higher Ed Ldrshp	Psychology/IVC	2	08/22/16
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Equivalency is based on Ms. Moayedi possessing excellent academic and field experience. She earned her undergraduate degree from the University of California, Irvine in Psychology and Social Behavior. She completed Masters-level coursework in clinical mental health counseling, theories in counseling, clinical interviewing, and law and ethics in counseling. She also earned a Master's degree in Higher Education Leadership. More important to the specific needs of the department, is Ms. Moayedi's professional experience as a full-time graduate career counselor. She currently advises and assists in the dissemination of information and planning of students' career choices upon graduation. Her educational and professional experiences make her an excellent candidate for the Careers in Psychology course at Irvine Valley College.

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<sup>4</sup> Current SOCCCD Part-time Faculty in the Division Fine Arts and Media Technology

**A. NEW PERSONNEL APPOINTMENTS - Continued**

**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Navarro, Jonathan	No Degree	Automotive/SC	1	08/22/16

Equivalency is based on Mr. Navarro possessing over 14 years of automotive technology experience. This includes obtaining his ASE Master Automotive Certification, BAR Smog Inspector and Repair Licenses, A609 AC License, and the L1 Advanced Engine Performance Certification. Mr. Navarro has extensive automotive service management experience since 2007. He currently manages a shop in Lake Forest, California. He has also attended many factor specialized training classes to keep himself abreast of the industry changes.

Ruiz-Vega, Rolando	BS/Biological Sci.	Biology/IVC	1	08/22/16
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Equivalency is based on Mr. Ruiz pursuing his PhD in Biomedical Science at the University of California, Irvine. He has advanced to candidacy, which is equivalent to a Master's degree. Mr. Ruiz has also participated in teaching training programs at the University of California, Irvine.

<sup>5</sup> Smith, Harold	MA/Reading	ESL/IVC	5	08/22/16
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Equivalency is based on a Master's degree in Reading from Northern Illinois University and over seven years of experience teaching English as a Second Language at all levels in the areas of Listening, Speaking, Reading, Writing, Grammar and Vocabulary. Mr. Smith taught English as a Second Language to Burmese refugees in all areas and all levels at the American International Language Institute in Guam. In addition, he taught English as a Second Language, including TOEFL preparation classes, in Korea at Soongsil University from 1996 to 1998.

Tamme, Mary	BA/Physics	Physics/SC	1	08/22/16
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Equivalency is based on both a Bachelor of Sciences degree in Physics with an emphasis in Biophysics and a Bachelor of Sciences degree in Mathematics with Applied Science from UCSD. Ms. Tamme has completed one year of coursework toward a Master of Science degree in Mechanical Engineering from UCLA. She has over two years of experience working in different laboratory settings as a researcher, including Biophysics. Ms. Tamme has experience as a physics grader, physics tutor (mechanics, electromagnetism, waves, thermodynamics, optics, light and modern physics) and mathematics tutor (algebra, pre-calculus, calculus and linear algebra).

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<sup>5</sup> Current SOCCCD Part-time Faculty member in the School of Liberal Arts and the School of Online Education and Learning Services.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Cervantes, Rebecca	BA/English	Adult Ed-ESL/SC	1	05/31/16
Gilgren, Michael	BS/Accounting	Accounting/IVC	1	05/31/16
<sup>6</sup> Green, Denise	MEd/Reading	Reading/SC	5	05/02/16
Jacques, Denise	MBA/Accounting	Acctg-Finance/IVC	2	05/31/16
Kelly, Mark	PhD/Exercise Science	Biology/IVC	5	05/31/16
Lopez, Marco	PhD/Chemistry	Chemistry/IVC	5	05/31/16
Park, Ann	MA/TESOL	ESL/SC	2	06/20/16
Plourde, Gary	PhD/Chemistry	Chemistry/IVC	5	05/31/16
<sup>7</sup> Toscano, Laura	MA/Counseling	Counselor/SC	4	05/31/16
<sup>8</sup> Weiss, Elizabeth	MA/Educ'l Couns.	Counselor/SC	3	05/31/16
<sup>9</sup> Yell, Lacy	MA/Public Admin.	Emeritus/SC	5	01/19/16

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
<sup>10</sup> Nelson, Alicia	MA/Education	Counseling/SC	2	06/06/16

Equivalency is based on a Bachelor of Arts in Exercise Science from the University of California, Davis and a Master of Education in Education from the University of California, Los Angeles. Ms. Nelson has nine years of classroom experience as a teacher, including teaching physical education in primary school. Her experience working as a coach, personal trainer and volunteering with disabled persons will make her a welcome addition to Saddleback's Adapted Kinesiology Program.

<sup>6</sup> Current SOCCCD Part-time Faculty member approved to teach English. Substitute as Reading Instructor/SC.

<sup>7</sup> Current SOCCCD Part-time Faculty member in EOPS at Saddleback College.

<sup>8</sup> Current SOCCCD NBU in the Division of Technology Services at Saddleback College.

<sup>9</sup> Current SOCCCD Part-time Faculty member in the Division of Kinesiology and Athletics at Saddleback College.

<sup>10</sup> Relationship Update: Alicia Nelson, approved on May 16, 2016 Board Agenda is spouse of Terence Nelson, full-time VETS Coordinator/Counselor at Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Tanio, Stephanie	BA/Biology	Biology/IVC	1	05/31/16

Equivalency is based on Ms. Tanio possessing a Bachelor's degree in Biological Sciences with a minor in Chemistry from California State University, Fullerton. She is also in the process of completing her PhD in Microbiology and Molecular Genetics with an estimated completion date of May 27, 2016. Additionally, Ms. Tanio possesses extensive teaching assistant experience at California State University, Fullerton and University of California, Irvine in General Biology, Cell Biology, Anatomy, and Stem Cell Biology. She has also been teaching under an equivalency at Golden West College since 2015.

<sup>11</sup> Whitmore, Desire	PhD/Chemistry	Physics/IVC	5	05/31/16
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Equivalency is based on a Bachelor of Science degree in Chemistry, Master of Science degree in Chemical and Material Physics, and a PhD in Chemistry with emphasis in Chemical and Material Physics. Dr. Whitmore has 10 years of diverse teaching experience. She has experience as a guest lecturer, lab instructor, and teaching assistant.

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Barrows, Morgan	Chair, EnvStud/Ecol/MarineSci/SC	1,030.40	05/31/16-08/12/16
Beckham, Jack	Chair, English/SC	2,576.00	05/31/16-08/12/16
Bennett, Michael	Chair, Adapted Kinesiology/SC	515.20	05/31/16-08/12/16
Blethen, Mark	SOCCCD FA President/SC	3,864.00	05/26/16-08/07/16
Bobrick, Alexis	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Bowman, Donald	Chair, Accounting/SC	644.00	05/31/16-08/12/16
Brady, Ken	Co-Chair, Accreditation, Std I/SC	7,728.00	05/25/16-08/07/16
Brady, Ken	Academic Senate Secretary/SC	2,576.00	05/26/16-08/07/16
Bridges, Stephanie	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Bromberger, K.	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Burt, Joe	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Camelot, Allison	Chair, Sociology/SC	1,030.40	05/31/16-08/12/16
Canales, Katherine	Co-Chair, Astro/Physics/Engin/SC	386.40	05/31/16-08/12/16
Cavazzi, Deidre	Curriculum Team/SC	3,864.00	05/26/16-08/07/16
Cavazzi, Deidre	Chair, Dance/SC	515.20	05/31/16-08/12/16
Cesareo, Claire	Content Writer, Accreditation/SC	7,728.00	05/25/16-08/07/16

<sup>11</sup> Current Full-time Faculty in the Math, Computer Science and Engineering Division at Irvine Valley College.

**B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

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

Name	Activity	Not to Exceed Amount (\$)	Effective Date
Cesareo, Clair	Chair, Anthro/Ethnic Studies/SC	1,030.40	05/31/16-08/12/16
Chang, Sarah	AVID/SC	2,576.00	05/26/16-08/07/16
Chao, Iris	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Connors, Frances	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Cons-Diller, Andrea	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Copeland, Mindy	Dance Concert Choreography/IVC	1,150.00	01/16/16-05/07/16
Cosgrove, Bob	Tri-Chair, Accreditation/SC	7,728.00	05/25/16-08/07/16
Cox, Barbara	Coord., Ed Planning & Assess/SC	2,576.00	05/26/16-08/07/16
Cox, Barbara	Chair, Business/SC	1,674.40	05/31/16-08/12/16
Crabb, Kerry	Chair, Intercollegiate Athletics/SC	1,545.60	05/31/16-08/12/16
Cubbage, April	Chair, Women's Studies/SC	515.20	05/31/16-08/12/16
D'Arcy, Kim	President, Academic Senate/SC	3,864.00	05/26/16-08/07/16
DeRoulet, Daniel	Co-Facilitator, Writing Center/IVC	1,932.00	05/31/16-08/12/16
Desaracho, Mariana	AVID/SC	3,864.00	05/26/16-08/07/16
Duffy, Michelle	Curriculum Committee/SC	3,864.00	05/26/16-08/07/16
Duffy, Michelle	AVID/SC	2,576.00	05/26/16-08/07/16
Duffy, Michelle	Co-Chair, Reading/SC	644.00	05/31/16-08/12/16
Dunsmore, Pamela	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Duquette, Jan	Chair, Kinesiology & Recreation/SC	1,545.60	05/31/16-08/12/16
Esteras, Wendy	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Farnsworth, Robert	Co-Chair, Hort/Landscape Dsgn/SC	644.00	05/31/16-08/12/16
Fier, Scott	Chair, Chemistry/SC	1,030.40	05/31/16-08/12/16
Fisher, Suki	Co-Chair, Accreditation Std II/SC	7,728.00	05/25/16-08/07/16
Frizler, Karla	AESL Faculty Onboarding/SC	6,208.00	06/01/16-08/11/16
Garcia, Renee	Coordinator, Anthropology Lab/SC	1,280.40	05/31/16-08/12/16
Gervais, Michel	ACDA Tournament Faculty/IVC	600.00	03/16/16-03/16/16
Goodman, Rich	Drug Court Liason/SC	153.20	01/19/16-05/23/16
Goulding, Carrie	OEI Migration & App. Review/SC	300.00	05/01/16-05/23/16
Gray Mattoon, M.	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Gridley, Suzan	OEI Migration & App. Review/SC	300.00	05/01/16-05/23/16
Haeri, Michell	Co-Chair, Astro/Physics/Engin/SC	386.40	05/31/16-08/12/16
Harvey, Kirsten	Dance Concert Choreography/IVC	1,500.00	01/16/16-05/07/16
Hernandez Bravo, C.	Chair, Int'l Languages/SC	3,091.20	05/31/16-08/12/16
Ho, J.Y.	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Hogan, Daniel	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Hoggatt, Michael	Chair, Special Services/SC	515.20	05/31/16-08/12/16
Hoolihan, Lori	Co-Chair, Fam&Consum/Foods/SC	644.00	05/31/16-08/12/16
Horlings, Jane	Coordinator, Flex Week/SC	3,864.00	05/26/16-08/07/16
Hunt, Matthew	Lib. Arts PT Faculty Evals/SC	116.40	01/19/16-05/23/16
Huntley, Tony	Co-Chair, Biology/SC	1,030.40	05/31/16-08/12/16
Inlow, Lisa	Co-Chair, Fam&Consum/Foods/SC	644.00	05/31/16-08/12/16
Kelley, Sara	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Knapp, Rebecca	Social Media Mkt'ing Enhanc/SC	2,310.00	01/01/16-03/30/16
Langrell, Jenny	Co-Chair, Accreditation, Std II/SC	7,728.00	05/25/16-08/07/16



**B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

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

Name	Activity	Not to Exceed Amount (\$)	Effective Date
Langrell, Jenny	Coordinator, Library/SC	1,288.00	05/31/16-08/12/16
Lee, Ken	Curriculum Team/SC	3,864.00	01/19/16-05/23/16
Lee, Ken	Curriculum Team/SC	3,864.00	05/26/16-08/07/16
Lee, Ken	Co-Chair, Hort/Landscape Dsgn/SC	644.00	05/31/16-08/12/16
Lefebvre, Lyndsey	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Lemon, Will	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Liu, Emily	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Long, Lewis	Chief Negotiator, Faculty Assn/IVC	3,864.00	05/31/16-08/12/16
Lovett, Margot	Chair, History/SC	2,060.80	05/31/16-08/12/16
Lowe, Lesley	Chair, Emeritus/SC	3,864.00	05/31/16-08/12/16
Lutz, Sunita	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
MacNeil, Diana	Choreography, Dance Concert/IVC	1,000.00	01/16/16-05/07/16
Major, Nicole	Coordinator, Gerontology/SC	1,552.00	05/31/16-08/12/16
McFann, Kent	Set Design for Summer Theatre/SC	1,500.00	06/01/16-06/30/16
McGirr, Julie	Chair, ESL/SC	1,545.60	05/31/16-08/12/16
Meyer, Cliff	Chair, Automotive Technology/SC	1,932.00	05/31/16-08/12/16
Millovich, June	Co-Director, CA Curric Dev/SC	6,735.77	06/13/16-06/30/16
Millovich, June	Chair, Curriculum/SC	3,864.00	05/26/16-08/07/16
MontagneGalloway,L	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Murray, Peter	AVID/SC	1,288.00	05/26/16-08/07/16
Murray, Peter	Chair, Humanities/Philosophy/SC	772.80	05/31/16-08/12/16
Myers, Charlie	Vice President, Academic Senate/SC	2,576.00	05/26/16-08/07/16
Myhren, Brett	OEI Migration & App. Review/SC	300.00	05/01/16-05/23/16
Myhren, Brett	Coordinator, On-line Education/SC	3,864.00	05/31/16-08/12/16
Ochoa, Heidi	Chair, Program Review/SC	1,288.00	05/26/16-08/07/16
Pakula, Jennifer	OEI Migration & App. Review/SC	300.00	05/01/16-05/23/16
Perez, Larry	Chair, Computer Science/SC	515.20	06/06/16-08/12/16
Poladian, Laura	Flex Week Writing Workshop/IVC	150.00	01/13/16-01/13/16
Posada, Timothy	Chair, Journalism/SC	515.20	05/31/16-08/12/16
Quade, Joyce	Chair, CIM/Admin Asst/SC	2,060.80	05/31/16-08/12/16
Quinlan, Emily	AVID/SC	2,576.00	05/26/16-08/07/16
Repka, James	Chair, Geology/Oceanography/SC	515.20	05/31/16-08/12/16
Rosenberg, Alannah	Chair, Honors/SC	3,864.00	05/26/16-08/07/16
Rosenberg, Alannah	Chair, Economics/SC	515.20	05/31/16-08/12/16
Ruud, Amanda	Style Editor, Accreditation/SC	3,010.00	05/25/16-08/07/16
Ryals, Kay	Director, Honors Program/IVC	2,576.00	05/31/16-08/12/16
Schermerhorn, Brock	Co-Chair, Real Estate/SC	515.20	05/31/16-08/12/16
Serpas, Summer	Co-Facilitator, Writing Center/IVC	1,932.00	05/31/16-08/12/16
Shiring, Richard	ECP Facilitation/IVC	100.00	01/19/16-05/24/16
Silveira, Lisa	Co-Chair, Mathematics/SC	1,288.00	05/31/16-08/12/16
Smith, Christina	Chair, Educational Studies/SC	515.20	05/31/16-08/12/16
Smith, Jeanne	Co-Chair, Mathematics/SC	1,288.00	05/31/16-08/12/16
Smith, Maureen	Coordinator, Geography Lab/SC	766.00	05/31/16-08/12/16

**B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued**

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

Name	Activity	Not to Exceed	
		Amount (\$)	Effective Date
Stankovich, Kim	Curriculum Team/SC	3,864.00	01/19/16-05/23/16
Stankovich, Kim	SLO Coordinator/SC	3,864.00	01/19/16-05/24/16
Stankovich, Kim	Curriculum Team, SC	3,864.00	05/26/16-08/07/16
Stankovich, Kim	SLO Chair/Coordinator/SC	1,288.00	05/26/16-08/07/16
Steinriede, Lindsay	Chair, Health/SC	515.20	05/31/16-08/12/16
Stephens, Blake	Chair, Architecture/Drafting/SC	2,254.00	05/31/16-08/12/16
Stephens, Blake	Past President, Academic Senate/SC	2,576.00	05/26/16-08/07/16
Stevenson, Bill	Chair, English/SC	2,576.00	05/31/16-08/12/16
Stevenson, Glen	Chair, Rapid Manufacturing/SC	1,610.00	05/31/16-08/12/16
Tamialis, Barbara	Chair, Child Development/SC	1,030.40	05/31/16-08/12/16
Tan, Jennifer	Astro 20 & 25 Early College/IVC	1,200.00	01/12/16-03/31/16
Taylor, Karen	Chair, Graphic Comm/Design/SC	1,030.40	05/31/16-08/12/16
Teh, Steve	Co-Chair, Biology/SC	1,030.40	05/31/16-08/12/16
Tran, Aimee	Summer Articulation/SC	3,864.00	05/31/16-08/12/16
Trivedi, Pragma	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
Twicken, Lawrence	Chair, Political Science/SC	772.80	05/31/16-08/12/16
Vogel, Jeffrey	Co-Chair, Reading/SC	644.00	05/31/16-08/12/16
Walsh, Dan	Chair, Geography/GIS/SC	772.80	05/31/16-08/12/16
Walsh, Dan	President Elect, Acad. Senate/SC	2,576.00	05/26/16-08/07/16
Wegenek, Amira	Chair, Psychology/SC	2,060.80	05/31/16-08/12/16
Welc, Martin	Co-Chair, Real Estate/SC	515.20	05/31/16-08/12/16
Zimmerman, Ray	Lib. Arts PT Faculty Evals/SC	116.40	01/19/16-05/23/16
<b>Monthly Total: General Fund</b>		<b>218,941.77</b>	
<b>2015-2016 FISCAL YEAR TOTAL TO DATE</b>		<b>1,240,497.89</b>	

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2015/2016 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Date</u>
Beasley, James	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Beasley, James	ESL Assess, Read/Grade Writing Samples/IVC	01/01/16-08/12/16
Beck, Rebecca	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Beck, Rebecca	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Coleman, Catherine	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Coleman, Catherine	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Do, Anhvy	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Do, Anhvy	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Fesler, Susan	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Fesler, Susan	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Hildebrand, Colleen	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Hildebrand, Colleen	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Kane, Chris	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16

**B. ADDITIONAL COMPENSATION: GENERAL FUND** – Continued

- It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2015/2016 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Date</u>
Kane, Chris	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Luther, Barbara	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Luther, Barbara	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Ponzillo, Gizelle	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Ponzillo, Gizelle	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Ramirez, Christian	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Ramirez, Christian	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Russell, Vanessa	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Russell, Vanessa	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Stern, Heather	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Stern, Heather	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Stern, Susan	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Stern, Susan	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16
Wilson, Jeff	ESL Assess, Read/Grade Writing Samples/IVC	05/31/16-06/30/16
Wilson, Jeff	ESL Assess, Read/Grade Writing Samples/IVC	07/01/16-08/12/16

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Afshari, Maryam	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Akhavan, Susan	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Alexander, Ariel	Outreach, Commercial Music/SC	2,684.00	04/01/16-06/30/16
Alexander, Ariel	Externship Program/SC	1,552.00	05/31/16-06/15/16
Andre, Joy	Adult ESL Project/BSI/SC	620.80	04/18/16-05/13/16
Andre, Joy	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Andre, Joy	Adult ESL Offsite Project/SC	155.20	05/16/16-05/20/16
Appleman, Jack	STEM/CTE Norway Project/IVC	100.00	01/19/16-05/23/16
Astley, Abigail	Externship Program/SC	1,552.00	04/04/16-04/22/16
Barr, Pam	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Beasley, James	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Beck, Rebecca	ESL Assessment Reader/IVC	2,172.80	01/19/16-05/24/16
Beckham, Jack	English Refresh Workshops/SC	1,008.80	05/10/16-05/14/16
Boustani, Ladi	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Bower, Karyn	Externship Program/SC	1,552.00	05/31/16-06/15/16
Bower, Karyn	Soft Skills for Wkforce Success/SC	194.00	06/15/16-06/15/16
Bowman, Don	Global Bus/Entrepr.Prof'l Dev/SC	814.80	01/19/16-05/23/16
Bowman, Don	Global Bus/Entrepr.Prof'l Dev/SC	1,474.40	05/30/16-06/20/16
Bowman, Don	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Burkhalter, E.	AVID Practicum/BSI/IVC	77.60	03/18/16-03/18/16

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

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Carney, Henry	ELEVATE AAPI Project/IVC	1,000.00	01/12/16-05/23/16
Carney, Henry	ELEVATE AAPI Project/IVC	1,000.00	05/31/16-08/12/16
Castroconde, Miriam	ELEVATE AAPISI/Boot Camp/IVC	3,000.00	01/12/16-05/23/16
Castroconde, Miriam	ELEVATE AAPISI/Boot Camp/IVC	1,500.00	05/31/16-08/12/16
Cayanan, Nathan	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Celeste, Mary	FAF Faculty Panel Expert/SC	750.00	03/04/16-05/20/16
Chatham, Lynne	Directed Learning Activities/SC	155.20	03/31/16-05/05/16
Chatkupt, Terry	HS Psthways/Sp Pops, Perkins/IVC	3,000.00	05/31/16-06/28/16
Choo, Brooke	ELEVATE AAPI Planning/IVC	1,000.00	01/12/16-05/23/16
Choo, Brooke	ELEVATE AAPI Planning/IVC	750.00	05/31/16-08/12/16
Choo, Brooke	Co-Coordinator, BSI Project/IVC	2,000.00	05/23/16-06/30/16
Choo, Brooke	Co-Coordinator, BSI Project/IVC	2,250.00	07/01/16-08/12/16
Coleman, Catherine	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Cox, Barbara	Global Bus/Entrepr.Prof'l Dev II/SC	776.00	01/19/16-05/23/16
Cox, Barbara	Global Bus/Entrepr.Prof'l Dev/SC	388.00	04/06/16-05/06/16
Cox, Barbara	Global Bus/Entrepr.Prof'l Dev II/SC	1,552.00	05/31/16-06/07/16
Cox, Barbara	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Cruz, Elena	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Danko, Carolyn	TAACCCT Online Dev./SC	2,987.60	01/18/16-05/23/16
DeSaracho, Mariana	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Do, Anhvy	ESL Workshops/BSI/IVC	250.00	01/12/16-05/23/16
Edwards, Paula L.	Externship Program/SC	1,552.00	05/31/16-06/15/16
Evancoe, Eugene	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Evancoe, Eugene	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Evancoe, Eugene	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Even, Ryan	Global Bus/Entrepr.Prof'l Dev II/SC	232.80	05/31/16-06/07/16
Fosdick, Meliss	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Fox, Lindsay	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Fox, Lindsay	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Fox, Lindsay	Externship Program/SC	1,552.00	05/31/16-06/15/16
Fox, Lindsay	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Fredrickson, Scott	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Fredrickson, Scott	Global Bus/Entrepr.Prof'l Dev/SC	1,552.00	05/31/16-06/07/16
Fredrickson, Scott	Externship Program/SC	1,552.00	05/31/16-06/15/16
Gabdrakhmanova, F.	Externship Program/SC	1,552.00	05/31/16-06/15/16
Garcia, Jennifer	ESL Workshops/BSI/IVC	250.00	01/12/16-05/23/16
Gilbert, Annie	Adult ESL Tutoring Prep/SC	5,432.00	05/31/16-08/12/16
Golden, Jennifer	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Golden, Jennifer	Externship Program/SC	1,552.00	05/31/16-06/15/16
Goodman, Rich	Foster & Kinship Care Class/SC	194.00	04/01/16-05/24/16
Goulding, Carrie	HS Student Success Visits/SC	50.00	02/26/16-02/26/16
Griswold, Warner	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Gross, Cindy	TAACCCT Online Dev./SC	2,987.60	01/18/16-05/23/16
Hannibal, Jeff	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16

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

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Hannibal, Jeff	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Harrington, Chris	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Hiduke, Gail	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Hiduke, Gail	Externship Program/SC	1,552.00	05/31/16-06/15/16
Hildebrand, Colleen	ESL Workshops, BSI/IVC	250.00	01/12/16-05/23/16
Hoggatt, Michael	SEP ESL/Core Team Lead/IVC	931.20	05/31/16-07/31/16
Hoolihan, Lori	Externship Program/SC	1,552.00	05/31/16-06/15/16
Hughes, Luther	Jazz Day/SC	200.00	02/27/16-02/27/16
Inlow, Lisa	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Inlow, Lisa	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Inlow, Lisa	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Inman-Olinger, Alex	Adult ESL Project/SC	620.80	04/18/16-05/13/16
Inman-Olinger, Alex	Adult ESL Offsite Project/SC	155.20	05/16/16-05/20/16
Jacobs, Paula	Externship Program/SC	1,552.00	05/31/16-06/15/16
Jaime, David	Intellectual Property Expert/SC	232.80	05/06/16-05/06/16
Jaime, David	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Jaime, David	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Jenkins, Tina	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Kaminsky, Rebecca	ELEVATE AAPI Prof'l Dev/IVC	500.00	01/12/16-05/23/16
Kane, Christopher	ESL Workshops/BSI/IVC	500.00	01/19/16-05/23/16
Khosrowpour, I.	Music Concerto Competition/SC	180.00	12/12/15-12/12/15
Kihyet, Connie	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Kil, Joon	ELEVATE AAPI Educ. Coord/IVC	1,000.00	01/12/16-05/23/16
Kil, Joon	ELEVATE AAPI Educ. Coord/IVC	1,500.00	05/31/16-08/12/16
Klunder, Jayne	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16
Klunder, Jayne	FAF Faculty Expert Panel/SC	200.00	03/04/16-05/20/16
Knapp, Rebecca	Global Bus/Entrepr.Prof'l Dev/SC	232.80	04/06/16-05/06/16
Knapp, Rebecca	Global Bus/Entrepr.Prof'l Dev II/SC	232.80	05/31/16-06/07/16
Knapp, Rebecca	Externship Program/SC	1,552.00	05/31/16-06/15/16
Knapp, Rebecca	Speaker: Soft Skills for Wkplace/SC	388.00	06/15/16-06/15/16
Knoll, Melissa	ELEVATE AAPI Project/IVC	1,000.00	01/12/16-05/23/16
Knoll, Melissa	ELEVATE AAPI Project/IVC	1,000.00	05/31/16-08/12/16
Kouritas, Georgios	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Kramer, Kathryn	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Lawson, Anne	TAACCCT Online Dev./SC	2,987.60	01/18/16-05/23/16
Layton, Larry	Global Bus/Entrepr.Prof'l Dev/SC	232.80	04/06/16-05/06/16
Layton, Larry	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Layton, Larry	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Lee, Celina	ELEVATE AAPI Outreach/IVC	1,500.00	01/12/16-05/23/16
Lee, Celina	ELEVATE AAPI Outreach/IVC	1,500.00	05/31/16-08/12/16
Lee, Ken	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Lee, Ken	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Loke, Chan	STEM/CTE Norway Project/IVC	100.00	01/12/16-05/23/16
Lombardi, Debbie	ESL Workshops, BSI/IVC	500.00	01/12/16-05/23/16

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

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Luque, Jonathan	Math Refresh Workshops/SC	2,017.60	04/09/16-04/18/16
Mackenzie, Emalee	STEM/CTE Norway Project/IVC	100.00	01/12/16-05/23/16
Mackenzie, Emalee	MentorLinks Project Director/IVC	3,483.00	06/01/16-08/12/16
Mamoon, Safiah	Project Director IDRC Grant/SC	3,880.00	10/01/15-12/16/15
Mamoon, Safiah	Project Director IDRC Grant/SC	776.00	12/17/15-12/31/15
Mamoon, Safiah	Project Director IDRC Grant/SC	1,552.00	01/01/16-01/18/16
Mamoon, Safiah	Project Director IDRC Grant/SC	6,790.00	01/19/16-05/22/16
Mamoon, Safiah	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Mamoon, Safiah	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
McCarthy, Barry	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
McCarthy, Barry	Externship Program/SC	1,552.00	05/31/16-06/15/16
McCarthy, Mary	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16
McCord, Roy	Lead STEM/CTE Norway Proj./IVC	4,000.00	01/12/16-05/23/16
McFann, Kent	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
McFann, Kent	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
McGroarty, Diane	Externship Program/SC	1,552.00	05/31/16-06/15/16
Medling, Jane	Externship Program/SC	1,552.00	05/31/16-06/15/16
Medling, Jane	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Meyer, Clifford	OCTA/BAR/High Schools/SC	1,650.00	04/04/16-04/31/16
Monacelli, Brian	STEM/CTE Norway Project/IVC	300.00	01/19/16-05/23/16
Monacelli, Brian	OP-TEC Principal Investigator/IVC	5,152.00	06/01/16-08/12/16
Murray, Peter	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Nelson, Terence	SEP Co-Chair/SC	1,552.00	05/31/16-07/31/16
Nguyen, Tuan	ELEVATE AAPI Outreach/IVC	750.00	05/31/16-08/12/16
Nin, Orlantha	Grant Director TPP/STEM/CTE/SC	3,017.00	01/19/16-05/16/16
Nin, Orlantha	SEP Transfer Core Team Lead/SC	931.20	05/31/16-07/31/16
Noorozi, Zahra	STEM/CTE Norway Project/IVC	300.00	01/12/16-05/23/16
Noorozi, Zahra	NSF iUSE Engr Program Dev/IVC	2,576.00	06/01/16-08/12/16
Noyes, JoAnn	STEM/CTE Norway Project/IVC	100.00	01/12/16-05/23/16
Ochi, David	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Ochoa, Lucas	Intercultural Communications/SC	232.80	04/06/16-05/06/16
Ochoa, Lucas	Intercultural Communications/SC	232.80	05/31/16-06/07/16
Ottaiano, Ric	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16
Ottaiano, Ric	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Pangborn, Lori	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Pehlivan, Sezer	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Perez, Lawrence	B2E Math Workshops/SC	1,241.60	05/25/16-08/12/16
Perlman, Randi	ESL Workshops/BSI/IVC	250.00	01/19/16-05/23/16
Pfeiler, Donna	Adult ESL Project/BSI/SC	620.80	04/18/16-05/13/16
Pfeiler, Donna	Adult ESL Offsite Project/SC	155.20	05/16/16-05/20/16
Pollizzi, Vincent	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Pollizzi, Vincent	Global Bus/Entrepr.Prof'l Dev II/SC	388.00	05/31/16-06/07/16
Pollizzi, Vincent	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Pratt, Allison	Externship Program/SC	1,552.00	05/31/16-06/15/16
Quinlan, Emily	Global Bus/Entrepr.Prof'l Dev/SC	155.20	05/31/16-06/07/16

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

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Quinlan, Emily	Externship Program/SC	1,552.00	05/31/16-06/15/16
Quinlan, Emily	Extern. Soft Skill Event Planning/SC	1,940.00	05/31/16-06/15/16
Rachman, Jennifer	CTE Articulation Workshop/SC	156.00	04/12/16-04/29/16
Ramirez, Christian	ESL Workshops/IVC	250.00	01/12/16-05/23/16
Rangel, Efrén	Co-Chair, SEP/SC	1,552.00	05/31/16-07/31/16
Rasch, Kaylan	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Ravaghi, Noosha	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Rios, Maria	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16
Robbins, Jared	English Refresh Workshops/SC	2,017.60	04/15/16-05/07/16
Rodriguez, Angela	Directed Learning Activities/SC	155.20	03/31/16-05/05/16
Romero, Amanda	CTE Brochures Development/IVC	500.00	01/12/16-05/23/16
Rousseau, Michele	Grant Coordinator/iUSE/SC	5,593.00	05/31/16-08/15/16
Russell, Vanessa	ESL Workshops, BSI/IVC	250.00	01/12/16-05/23/16
Scarfone, Femia	ESL Workshops, BSI/IVC	250.00	01/12/16-05/23/16
Schermerhorn, B.	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Schermerhorn, B.	Externship Program/SC	1,552.00	05/31/16-06/15/16
Serpas, Summer	Co-Coordinator, BSI Projects/IVC	2,000.00	05/23/16-06/30/16
Serpas, Summer	Co-Coordinator, BSI Projects/IVC	2,250.00	07/01/16-08/12/16
Shults, Maryanne	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Signo-Jackson, Janet	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Sim, Alec	STEM/CTE Norway Project/IVC	100.00	01/12/16-05/23/16
Smith, Christina	Educ. Partner TPP/STEM/CTE/SC	750.00	01/19/16-05/16/16
Sorensen, Cindy	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16
Stachenfeld, Marilyn	Externship Program/SC	1,552.00	05/31/16-06/15/16
Stevenson, Glen	Lab Lead/B2E Guitar Wkshop/SC	1,241.60	05/31/16-06/03/16
Stevenson, Glen	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Tanriverdi, Fawn	EOPS-CARE Faculty Coord/IVC	3,442.00	08/22/16-12/16/16
Taylor, Karen	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Tiongson, Edwin	Coordinate ELEVATE AAPI/IVC	6,208.00	06/20/16-08/12/16
Tomlinson, Kristen	Adult ESL Project/BSI/SC	620.80	04/18/16-05/13/16
Tomlinson, Kristen	Adult ESL Offsite Project/SC	155.20	05/16/16-05/20/16
Toscano, Laura	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Tovar, Ana	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Tuccinardi, Kirstin	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Tuominen-Lenney, K	Counseling Institute/SSSP/SC	582.00	02/19/16-05/13/16
Tuominen-Lenney, K	Counseling Advisement Training/SC	77.60	03/18/16-03/18/16
Tuominen-Lenney, K	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Vago, Malia	Externship Program/SC	1,552.00	05/31/16-06/15/16
Valdez, Deanna	Math Refresh Workshops/SC	1,008.80	01/19/16-04/10/16
Van Essen, Michael	Foster & Kinship Care Classes/SC	737.20	04/01/16-05/24/16
Ventura, Jan	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Watt, Deb	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Watt, Deb	Externship Program/SC	1,552.00	05/31/16-06/15/16
Weckerly, Michelle	Global Bus/Entrepr.Prof'l Dev II/SC	155.20	05/31/16-06/07/16

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

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Welc, Martin	Global Bus/Entrepr.Prof'l Dev/SC	232.80	05/06/16-05/06/16
Welc, Martin	Externship Program/SC	1,552.00	05/31/16-06/15/16
White-Alcover, S.	Soft Skills for Wkplace Success/SC	194.00	06/15/16-06/15/16
Whitmore, Desire	STEM/CTE Norway Project/IVC	300.00	01/12/16-05/23/16
Whitmore, Desire	OP-TEC Grant Proj. Coord/IVC	2,576.00	06/01/16-08/12/16
Whitson, Stephen	Externship Program/SC	1,552.00	05/31/16-06/15/16
Whynaught, Jeffrey	PLC High School Visits/BSI/SC	250.00	03/11/16-03/31/16
Wilson, Jeff	AESL Coordinator/IVC	4,522.00	01/19/16-05/23/16
Wilson, Jeff	AESL Coordinator/IVC	5,320.00	06/01/16-06/30/16
Wilson, Jeff	ESL Assessment Reader/IVC	2,172.80	01/19/16-05/23/16
Wolken, Matthew	STEM/CTE Norway Project/IVC	1,000.00	01/12/16-05/23/16
Wolken, Matthew	NSF iUSE Project Director/IVC	5,152.00	06/01/16-08/12/16
Womack, Malia	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Wood, Debra	Professional Dev. Participation/SC	155.20	05/06/16-05/06/16
Woods, Wind	English Refresh Workshops/SC	1,008.80	06/03/16-06/04/16
Zarei, Anahita	NSF iUSE Project Director/IVC	5,152.00	06/01/16-08/12/16
Zoval, Jim	B2E Pgrm Science Lead/SC	3,492.00	05/25/16-08/12/16
<b>Monthly Total: Categorical/Non-General Fund</b>		<b>216,221.00</b>	
<b>2015-2016 FISCAL YEAR TOTAL TO DATE</b>		<b>909,492.93</b>	

**D. EXTENSION OF ADMINISTRATIVE TEMPORARY ASSIGNMENT (Ratified – Pursuant to Board Policy 4002.1)**

1. AMINY, MARINA, ID #16961, Interim Dean of Online Education and Learning Resources (In-house, Promotional), Pos. #P0005202, Division of Online Education and Learning Resources, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 4, temporary assignment is to be extended effective July 1, 2016 through December 31, 2016 or sooner.
2. BUSCHE, DONALD, ID #1263, Acting Risk Management Policy and Regulation Program Director (Temporary), Pos #P0006486, Office of Administrative and Business Services, District Services, Academic & Classified Administrators/Classified Managers Salary Range 17, Step 8, 25 percent of full time (10 hours per week), temporary assignment is to be extended effective July 1, 2016 through June 30, 2017 or sooner. District Services also seeks authorization to change the reporting structure of this position from the Office of Administrative and Business Services to the Office of Human Resources.
3. KELLY, WILLIAM, ID #1233, Acting Board Policies and Administrative Regulations Program Director (Temporary), Pos #P0004908, Office of Administrative and Business Services, District Services, Academic & Classified Administrators/Classified Managers Salary Range 19, Step 6, 30 percent of full time (12 hours per week), temporary assignment is to be extended effective July 1, 2016 through December 31, 2016 or sooner.



**E. AUTHORIZATION TO ESTABLISH AND ANNOUNCE ACADEMIC ADMINISTRATIVE POSITION**

1. ASSISTANT VICE PRESIDENT FOR INSTITUTIONAL EFFECTIVENESS, Academic & Classified Administrators/Classified Managers Salary Range 23 (Academic Administrator), Irvine Valley College, seeks authorization to establish this full-time position to its staff complement, effective June 28, 2016. (Exhibit B, Attachment 13)

**F. REORGANIZATION**

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure of the following full-time Faculty position, within its organization, as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
  - a. ADAPTED KINESIOLOGY INSTRUCTOR, Pos. #P0003823, Academic Salary Schedule, 36 hours per week, 10 months per year, from reporting to the Dean of Transfer, Career and Special Programs Division, Disabled Students Program and Services Department, to begin reporting to the Dean of Athletics and Kinesiology, effective July 1, 2016. (Pos. #P00038223 was approved by the Board of Trustees on November 13, 2007, and is held by Michael Bennett).

**G. TEMPORARY REASSIGNMENT OF FULL-TIME FACULTY**

1. TRAN, LISA, ID #18904, Counselor (Generalist), Pos #P0006313, Division of Counseling Services, Saddleback College, Academic Faculty Salary Column III/Step 1, is temporarily reassigned to Student Success Support Programs (SSSP) Coordinator/Counselor (Temporary), Pos #P0004335, Division of Counseling Services, Saddleback College, Academic Faculty Salary Column III/Step 1, effective June 6, 2016, to December 31, 2016. This is a temporary reassignment for the position vacated by Penelope Skaff who was promoted to Dean of Counseling Services.

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. <sup>12</sup>LEE, STEVEN, ID #4353, EOPS/CARE Counselor, Division of Guidance and Counseling, Irvine Valley College, Pos #P0002250, resignation effective May 24, 2016 and retirement effective May 25, 2016. Payment is authorized for any compensated time off. (Start date: August 1, 1994)

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<sup>12</sup> Retirement effective date changed to May 25, 2016 (was approved on May 16, 2016 Board Agenda as June 30, 2016)

**ADDITIONAL REPLACEMENT PAGE**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

Human Resources received an urgent request this afternoon to pay Cynthia Marshall, part-time faculty, who was given the assignment to convert two Foods and Nutrition classes to online classes. She only received payment for one class. The second stipend was not submitted to Human Resources until this afternoon, June 27th. If not paid prior to June 30, 2016, under the Perkins Grant, these funds will cease to exist, and she will not be paid for the work performed.

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

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

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Marshall, Cynthia	Convert FN class to Online/SC	1,225.00	01/19/16-05/23/16

**ATTACHMENT 1**

NAME: THOMAS CULLEN

POSITION: CHEMISTRY INSTRUCTOR  
Physical Sciences and Technologies  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.S. Chemistry  
California State University, Long Beach  
Long Beach, CA

B.S. Chemistry  
California State University, Long Beach  
Long Beach, CA

EXPERIENCE:

Thomas Cullen has been a part-time instructor in the Chemistry Department at Irvine Valley College since August 2013 and has taught a wide variety of chemistry courses. Mr. Cullen has also been a full-time lecturer at California State University, Long Beach, since August 2013 teaching chemistry courses, and coordinating chemistry labs. This involved designing new experiments and discussion materials and overseeing the 14-16 teaching associates teaching the labs. While completing his M.S. in chemistry at California State University, Long Beach, he was a teaching assistant in a variety of chemistry courses. Mr. Cullen has over three years of experience teaching developmental and transfer level courses at the college level.

PROFESSIONAL AFFILIATIONS:

- Member of ACS (American Chemical Society)

HONORS/AWARDS:

- Outstanding Teaching Associate, 2013
- Graduate Honors, 2013
- Young Investigators award (Gordon Research Conference), 2012
- Monahan Research Fellowship, 2012

**ATTACHMENT 2**

NAME: DALAL FARSAKH

POSITION: COUNSELING (INTERNATIONAL)  
Guidance and Counseling  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.S. Counseling  
California State University, Long Beach  
Long Beach, CA

B.S. Psychobiology  
University of California, Los Angeles  
Los Angeles, CA

EXPERIENCE:

Dalal Farsakh has been employed as a part-time international counselor and instructor in the Guidance and Counseling Department at Irvine Valley College since 2014. She has worked in student services for many years, has been at Cypress College since 2011, and is the part-time STEM counselor and instructor. Ms. Farsakh has worked with a variety of students and has a passion for teaching student development courses. While completing her Master of Science degree at California State University, Long Beach, she was a counselor with the Disabled Student Services Department, working in particular with students with learning disabilities. Ms. Farsakh has an interest in languages and, while working on her Bachelor of Science degree at the University of California, Los Angeles, she completed a minor in Arabic and Islamic Studies. She has a passion for teaching and counseling, a deep love for international travel and cultural immersion, and enjoys working with the international student community.

LICENSES AND CERTIFICATES:

- Community College Certificate, CSU Long Beach

HONORS/AWARDS:

- UCLA Summer Language Intensive Scholarship, 2008
- Segal AmeriCorps Education Award, 2006 and 2007
- Honors Program, UCLA, 2005-2007

**ATTACHMENT 3**

NAME: ERIC GARCIA

POSITION: COUNSELOR (VETERANS)  
Guidance and Counseling  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.S. Educational Counseling  
University of La Verne  
La Verne, CA

B.A. Sociology  
California State University, San Bernardino  
San Bernardino, CA

EXPERIENCE:

Eric Garcia joined Irvine Valley College as a part-time Veterans Counselor in 2015 after serving in similar roles for several years at Saddleback, Cerritos, and Coastline Colleges. Since 2008, Mr. Garcia has worked with student veterans, active-military, and veteran dependents, and has developed several student programs including the Veterans Mentorship and Veterans Allied Health Programs. In addition to his counseling experience, Mr. Garcia has taught several site-based and online college success, academic planning, and career exploration courses. While working at both Irvine Valley and Coastline Colleges, he is also pursuing his Ed.D. from California State University, Long Beach, and is writing his dissertation on the academic and social experiences of bachelor-degree seeking community college student veterans. Through this research, he hopes to advocate for increased veteran educational services and policy changes throughout higher education at both the federal and state levels.

LICENSES AND CERTIFICATES:

- Pupil Personnel Services (PPS) Credential

PROFESSIONAL AFFILIATIONS:

- Member of Troops N' Transition
- Member of NEA (National Education Association)
- Member of ASCA (American School Counselor Association)
- Member of CTA (California Teachers Association)

**ATTACHMENT 4**

NAME: LAURA M. HAIGHT

POSITION: ART INSTRUCTOR (CERAMICS)  
Fine Arts  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.F.A. Ceramics/Glass  
Temple University  
Philadelphia, PA

B.F.A. Ceramics  
California State University, Fullerton  
Fullerton, CA

A.A Arts  
Orange Coast College  
Costa Mesa, CA

EXPERIENCE:

Laura Haight has been working in clay for over 20 years and teaching ceramics at a variety of colleges and universities for the past 10 years. She has taught all levels of ceramic courses and ceramic sculpture along with teaching courses in mixed media, 3D design, and art appreciation. She has extensive experience in running, developing, and maintaining ceramics programs at several studios, including Coastline College's new program. She works to include new technologies in her classes whenever possible. She taught a 3D Design class at Chapman University, which incorporated 3D printing. She wrote and was awarded a mini-grant to purchase CNC Mill (3D carver that uses CAD/CAM), to incorporate in Coastline's ceramics program. She has helped write course curriculum for Coastline's 3D Design class that will incorporate 3D printing, CNC mills, and laser cutters. In her personal work, she regularly incorporates microcontrollers (such as Arduino), which allow the work to become interactive. She has won and completed many commissions that currently sit in business buildings and public spaces throughout Southern California and Las Vegas. Her passion is to challenge students to find applications for their work and build life skills through the process of art making.

PROFESSIONAL AFFILIATIONS:

- Member of AMOCA (American Museum of Ceramic Art)
- Member of NCECA (National Council on Educations for the Ceramic Arts)

**ATTACHMENT 5**

NAME: JEFFREY JOHNSON

POSITION: ENGLISH INSTRUCTOR (BASIC SKILLS)  
Humanities  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

Ph.D. English  
University of Washington  
Seattle, WA

M.L. Romantic Studies  
University of St. Andrews  
St. Andrews, Scotland

B.A. English  
University of California, Los Angeles  
Los Angeles, CA

EXPERIENCE:

Dr. Johnson has been a part-time instructor in the English Department at Irvine Valley College since January 2015. Since 2003, he has designed and taught an array of writing-intensive pre-transfer and transfer-level courses in English composition, critical thinking, and literature at the University of Washington; the University of California, San Diego; the University of San Diego; and the Creative and Performing Arts Academy High School in San Diego, California. At both the University of Washington and the University of California, San Diego, Dr. Johnson contributed to curriculum development and student learning outcomes. He has more than ten years of experience teaching developmental and transfer level courses.

PROFESSIONAL AFFILIATIONS:

- Member of ALP/CADE (Accelerated Learning Program/Conference on Acceleration in Developmental Education)
- Member of MLA (Modern Language Association)
- Member of NASSR (North American Society for the Study of Romanticism)
- Member of STS (Society for Textual Scholarship)

HONORS/AWARDS:

- Honors in the Doctoral Dissertation, "Anatomies of the Soul and the Self, From Galen to Romanticism," University of Washington, 2012
- Webber Outstanding Teaching Prize Winner for Instructors of English, Expository Writing Program, University of Washington, 2009
- Professor of the Year Award Nomination, University of San Diego, 2006

**ATTACHMENT 6**

NAME: EMIKO KIYOCHI

POSITION: JAPANESE INSTRUCTOR  
Languages and Learning Resources  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.A. Applied Linguistics  
University of Southern California  
Los Angeles, CA

B.A. Education  
Doshisha University  
Kyoto, Japan

EXPERIENCE:

Emiko Kiyochi has been a part-time instructor in the Japanese program at Irvine Valley College since 2010. She has 16 years of teaching experience at higher education institutions in the U.S., such as UCSD, Mira Costa, Palomar, and Coastline. Her experience ranges a wide variety of Japanese language and culture courses in face-to-face, hybrid, and 100% online modalities. Ms. Kiyochi also served as a teacher trainer in Japan and the U.S., most recently as a fieldwork supervisor at CSU Fullerton. She is also a co-developer of a Massive Open Online Course (MOOC) for the Foundations of Science at Michigan State University, where she currently pursues her PhD in their hybrid program for Educational Psychology and Educational Technology. She also started up a 100% online Japanese language program at Coastline in 2015 with a grant from the Japan Foundation. She has served as a member of Mira Costa Online Education Committee since October 2013.

LICENSES AND CERTIFICATES:

- Secondary Education Credentials in Japanese Language Arts, Doshisha University
- OEI Peer Online Course Reviewer Certification. Online Education Initiative
- Serious Games Master's Certificate. Michigan State University
- Oracle Masters Certificate: System Analyst. Oracle Education

PROFESSIONAL AFFILIATIONS:

- Member of ACTFL (American Council of Teachers of Foreign Languages)

HONORS/AWARDS:

- Certificate of Appreciation Orange County Japanese American Association on March 3, 2012
- Graduate Award: Massive Online Open Course in Foundations of Science, Michigan State University



**ATTACHMENT 7**

NAME: JENNIFER LA CURAN

POSITION: DANCE INSTRUCTOR  
The Arts  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.F.A. Dance  
Tisch School of the Arts, New York University  
New York, NY

B.F.A. Dance  
California State University, Long Beach  
Long Beach, CA

EXPERIENCE:

Jennifer La Curan was an Assistant Professor and the Director of the Dance Department at Darton College in Albany, GA from 2007 through 2012. She has been an adjunct professor at Cerro Coso Community College, Moorpark College, El Camino College, Cypress College, and Cerritos College, teaching a variety of dance and pilates courses over the past ten years. Ms. La Curan is the artistic director of her own dance company, Merge Dance Theatre. She serves as the president elect for California Dance Education Association. She also is a freelance lighting designer and pilates teacher. She has a great interest in technology and online education.

LICENSES AND CERTIFICATES:

- Comprehensive Pilates Certification/BASI
- 200-Hour Yoga Certification
- Xtend Barre Certification

PROFESSIONAL AFFILIATIONS:

- President Elect/Member of California Dance Education Association (CDEA)
- Member of National Dance Education Organization (NDEO)
- Member of American College Dance Association (ACDA)
- Member of Dance Resource Center of Los Angeles (DRC)
- Member of Pilates Method Alliance (PMA)

HONORS/AWARDS:

- College Service Award, Darton College (2011)
- Campus Technology, Education Futurists Award (2010)
- Nominated for US Professor of the Year (2010)

**ATTACHMENT 8**

NAME: NAHID MESHKIN

POSITION: NURSING INSTRUCTOR (Temporary, Grant-Funded)  
Health Sciences and Human Services  
Saddleback College

EDUCATION:

M.S.N. Nursing  
Azusa Pacific University  
Azusa, CA

B.S.N. Nursing  
University of Phoenix  
Phoenix, AZ

A.S. Nursing  
Mt. San Antonio College  
Walnut, CA

EXPERIENCE:

Nahid Meshkin has been a registered nurse since 2002 and a family nurse practitioner since 2014. Prior to becoming a nurse, she was a Midwife in her home country. As a nurse, she worked in critical care units, operating room, skilled nursing facility, and later became a professional staff developer at her hospital's education department. She was responsible for developing educational programs, coordinating clinical rotations for nursing students, orienting clinical instructors and students, and conducting classes for the staff nurses.

Ms. Meshkin has been an adjunct faculty and a clinical instructor at Mt. San Antonio College since 2008. She has been teaching Nursing Process, Medical-Surgical, and Advanced Medical Surgical clinical rotations. She has also practiced as a family nurse practitioner in a primary care clinic since 2015. She diagnoses and treats health problems for patients from various age groups.

LICENSES AND CERTIFICATES:

- Family Nurse Practitioner: State of California
- Registered Nurse: State of California
- Public Health Nurse: State of California
- American Heart Association: Advanced Cardiac Life Support
- American Heart Association: Basic Life Support

PROFESSIONAL AFFILIATIONS:

- American Association of Nurse Practitioners (AANP)
- Organization of Healthcare Educators, Los Angeles (OHE)
- Sigma Theta Tau International Honor Society (STTI)

HONORS/AWARDS:

- Citrus Valley Medical Center, Education Department: 2010, Nurse of the Year
- Sigma Theta Tau International Honor Society-Iota Sigma Chapter: 2012, Excellence in Education

**ATTACHMENT 9**

NAME: MASSIMO MITOLO

POSITION: ELECTRICAL TECHNOLOGY INSTRUCTOR  
Physical Sciences and Technologies  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

Ph.D. Electrical Engineering  
University of Naples, Federico II  
Naples, Italy

EXPERIENCE:

Dr. Mitolo is an internationally recognized expert in the fields of the design of low-voltage electrical installations, power systems analysis, bonding and grounding of power systems, and electrical safety engineering. His background includes a tenured professorship in *Electrotechnics and Applications* in Italy; he has published numerous journal papers, and two books. Dr. Mitolo is very active within IEEE, where he serves as the chairman in many committees and working groups.

LICENSES AND CERTIFICATES:

- Professional Engineer (Electrical P.E.) (California)
- Professional Engineer (General P. Eng.) (Italy)
- Professional Journalist (Italy)
- Firefighter I (New Jersey)
- Certified Fire and Explosion Investigator (CFEI)
- Teaching certifications in: *Electronics, Electrotechnics and Applications, Electrical Systems and Electromechanical Equipment, Mathematics, and Physics.*

PROFESSIONAL AFFILIATIONS:

- Senior Member of IEEE (the Institute of Electrical and Electronic Engineers)
- Member of NACE (The National Association for Fire Investigators Education).

HONORS/AWARDS:

- IEEE 2015 PSEC Prize Paper Award for “*Electrical Model of Buildings Structures Under Ground Fault Conditions*”
- IEEE Region 6 2015 *Outstanding Engineer* Award
- IEEE IAS Magazine 2<sup>nd</sup> Prize Article Award for “*Ground-Fault Conditions in Low-Voltage Systems*”
- IEEE IAS I&CPS 2015 *Department Achievement* Award
- IEEE 2014 PSEC Prize Paper Award for “*Electrical Safety Of Aeronautical Ground Lighting Systems*”
- Orange County Engineering Council *James E. Ballinger Engineer of the Year 2013* Award
- IEEE 2013 PSEC Prize Paper Award for “*Interferences Phenomena between Separate Grounding Systems*”
- IEEE 2013 PSEC Prize Paper Award for “*Economics of DC Power Distribution for Motors*”

**ATTACHMENT 10**

NAME: PIERRE NGUYEN

POSITION: BIOLOGY INSTRUCTOR  
Life Sciences and Technologies  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.S. Physiological Sciences  
University of California, Los Angeles  
Los Angeles, CA

B.S. Biochemistry  
University of California, Los Angeles  
Los Angeles, CA

EXPERIENCE:

Pierre Nguyen has been a part-time instructor in the School of Life Sciences and Technologies at Irvine Valley College since 2008. He has experience in teaching a wide variety of biology courses, including Microbiology, Biochemistry, Molecular and Cellular Biology, Principles of Biology, and Diversity of Organisms. Since 2004, Mr. Nguyen has taught at a number of community colleges in Southern California, including Saddleback College, Orange Coast College, and Santa Ana College. After completing his B.S. and M.S. at the University of California, Los Angeles, he served eight years as a Teaching Associate in the Life Sciences Core Division where he helped develop the life sciences lab curriculum, in addition to teaching numerous undergraduates. Overall, Mr. Nguyen has more than sixteen years of experience teaching college and university level biology courses. He has also been very active with community outreach efforts, where he was involved with designing afterschool programs for the Boys & Girls Club, and provided job training and education and career services for a youth employment agency.

HONORS/AWARDS:

- Distinguished Teaching Award, UCLA Life Sciences Core Division, 1999-2006

**ATTACHMENT 11**

NAME: JOHN RICHARDS

POSITION: ENVIRONMENTAL STUDIES INSTRUCTOR  
Advanced Technology and Applied Science  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.A. Biological Sciences  
Kent State University  
Kent, OH

B.A. Biology  
Hiram College  
Hiram, OH

EXPERIENCE:

Mr. Richards has been a part-time instructor in the Environmental Studies Department at Saddleback College since 2007. He has taught many subjects including Ecology, Biology, Soil Conservation, Ecological Restoration, and Internship/Cooperative Work Experience Classes. He assisted in the curriculum development for both Ecological Restoration and the recently approved Water Resource and Conservation Program. Currently, he is a part-time Senior Laboratory Technician in Saddleback College's Environmental Studies Department.

Prior to joining Saddleback College, Mr. Richards had over 20 years of experience in performing environmental science projects. Projects included water quality assessments, environmental impact studies, field investigations at hazardous waste sites, environmental assessment and compliance activities, development of site-specific feasibility studies, and environmental consulting. He has an excellent understanding of the environmental regulations, allowing him to apply his knowledge and skills to developing environmentally sustainable solutions to address a wide range of environmental issues.

**ATTACHMENT 12**

NAME: KATHERINE SHAW

POSITION: BIOLOGY INSTRUCTOR  
Mathematics, Science and Engineering  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

Ph.D. Ecology and Evolutionary Biology  
University of Connecticut, Storrs  
Storrs Mansfield, CT

M.A., B.A. Biology  
Clark University  
Worcester, MA

EXPERIENCE:

Katherine Shaw has been an Assistant Professor in Residence at the University of Connecticut, Hartford Campus, coordinating and teaching Majors Biology since 2012. In addition to instructing both lectures and labs, she has contributed greatly to developing course content and updating lab exercises and equipment at this regional campus. Dr. Shaw earned her Ph.D. in Ecology and Evolutionary Biology at University of Connecticut studying variation in the reproductive behavior of stickleback fish – a model organism for evolution and genetics research. While completing her dissertation, she taught a variety of undergraduate seminars and lab sections in general biology, ecology, and evolutionary biology. Dr. Shaw is familiar with current research techniques vital to the study of ecology, evolutionary biology, molecular biology, and cell biology. During her doctoral studies, she mentored and trained undergraduates in both field and laboratory data collection techniques. She has also designed her Majors introductory lab curriculum to provide students basic laboratory skills applicable across a variety of STEM careers.

During her ten years of experience teaching at the college level, Dr. Shaw has researched and implemented aspects of student-centered and active-learning approaches (e.g. concept checklists and flipped classroom activities) and has worked with a number of tech-based resources, such as clickers, Blackboard, online interactive tutorials, and video lectures/screencasts. Dr. Shaw has a strong commitment to using updated course content and innovative teaching tools so students have a foundation in biology relevant to their lives that is accessible and digestible. She plans to build on these teaching techniques and maintain flexible course curricula so that new and useful approaches can be easily incorporated into her classes. To support this objective, Dr. Shaw regularly attends professional development workshops on teaching methods and technology use.

HONORS/AWARDS/RECOGNITIONS:

- Recognition for excellent teaching evaluations, UConn (Spring 2009, Fall 2014)
- Introductory Biology Teaching Excellence Award, UConn (2009-2010)

**ATTACHMENT 13**

South Orange County Community College District

**ASSISTANT VICE PRESIDENT FOR INSTITUTIONAL EFFECTIVENESS**

Irvine Valley College, Job Class ID#\_\_\_\_\_ - Integrated Academic Administrator/Classified Manager Salary Schedule Range 23 (Academic Administrator)

DEFINITION

To serve in an administrative capacity and work closely with the Vice President for Instruction and other District and College administrators in an environment of shared governance to assure institutional effectiveness, quality instruction, effective enrollment management, student learning, and instructional services at Irvine Valley College; work with deans and directors to provide leadership, coordination and support for online education, college-wide professional development, academic affairs, library and tutorial services, and curriculum; work within the participatory governance structure to support accreditation; and perform assigned duties in compliance with applicable State and federal regulations and guidelines, District policies and procedures, and the College's educational goals and objectives.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Vice President for Instruction or designee of the President.

Exercises functional and technical supervision over faculty, professional, academic, classified and other staff as assigned.

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

Work with College Deans, Directors and other administrators in the management of the Library, Honors Program, and Student Success Center.

Work to ensure institutional effectiveness and that program and administrative unit reviews drive planning and resource allocation.

Provide leadership and support for curriculum review and approval; ensure that all curriculum and programs comply with applicable laws and other federal, State, and local requirements, District rules and regulations, Education Code, accreditation standards, course articulation and transfer requirements; and oversee curriculum office staff.

Provide leadership and support for enrollment management; work with school deans to integrate measurable objectives (targets) for FTES and program efficiency (WSCH/FTEF) into deans' administrative unit reviews; assist in evaluating performance of multi-term student-centered schedules of course offerings.

Provide leadership, direction, and support for accreditation and planning.

Monitor the need for substantive change requests to the Accrediting Commission for Community and Junior Colleges; prepare and submit substantive change requests as needed.

Provide leadership on grants and other externally-funded programs as directed. Provide direction and oversight to managers as assigned.

South Orange County Community College District  
Page 2 – Assistant Vice President for Institutional Effectiveness

Participate in strategic planning activities, execution of plans, and monitoring to achieve goals and objectives.  
Oversee professional development activities for faculty (including adjunct faculty) and staff.

Work with the College's academic administrators and other College and District managers and administrators to update and ensure accuracy of the College's inventory of courses, programs, and awards in the MIS database; ensure compliance with Education Code, Title 5, and SOCCCD Board policies.

Supervise the publication of the College catalog and addenda, and instructional information/content posted on the College website.

Advise and respond to questions from College departments and external agencies regarding complex issues or policies impacting assigned programs and services; investigate, address and resolve problems, grievances and complaints related to area of responsibility.

Oversee online education delivery of courses, certificates, and degree programs, ensuring compliance with federal, State, and accreditation mandates; participate in College enrollment management plan implementation related to online instruction; work with College faculty and College and District administrators in the expansion of a creative, effective and responsive online education program in concert with the College's mission and strategic plan.

Support the successful integration and continual upgrading of instructional technology into online and web-enhanced face-to-face courses, as well as in traditional courses and programs.

Oversee the enhancement and maintenance of the college's websites related to the areas of responsibility.

Coordinate ongoing faculty and staff training in current pedagogy, curriculum development, technology and software use, and best practices in higher education through workshops, division and department meetings, and individual sessions.

Assist with the production of Professional Development Week programs.

Review, evaluate and recommend improvements to College and District policies and procedures as appropriate. Participate and provide leadership on assigned College and District committees.

Participate, as needed, in the selection of new personnel.

Using sound fiscal practices, assist in developing and implementing the College instructional budget.

Participate in collegial consultation and appropriate advisory committee meetings.

Prepare and submit a variety of statistical and narrative reports for subjects such as proposal development, Board information, outreach materials, as requested; coordinate and respond to periodic audits.

Maintain current knowledge of the regulations, policies, application requirements and eligibility criteria for instructional programs and instructional support services.

Make presentations to District Board of Trustees, students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding instruction and areas related to assignment.



South Orange County Community College District  
Page 3 – Assistant Vice President for Institutional Effectiveness

Serve on the President's Executive Council (PEC).

Serve on councils, committees and task forces to represent the Office of Instruction, as well as the College, to outside agencies, community and professional organizations; co-chair the Student Success Coordinating Council.

Act on behalf of the Vice President for Instruction, as requested, in the absence of the Vice President.

Represent the Vice President for Instruction at local, state & national meetings when necessary.

Perform other related duties as assigned.

### QUALIFICATIONS

#### Education and Experience Guidelines:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

Master's degree from an accredited college or university in a discipline reasonably related to the assignment. An earned doctorate from an accredited college or university is preferred.

#### Experience:

At least two years of faculty experience at the post-secondary level, at least three consecutive years of recent successful administrative and leadership experience, and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

#### Desirable Qualifications:

Preference will be given to those candidates demonstrating a high level of professional expertise in: institutional effectiveness; leadership experience in the development, organization, and management of postsecondary instructional programs; evidence of an understanding of and experience with principles of participatory governance and effective participation; evidence of experience in presenting summary analytical reports about student outcomes data, trends and fluctuations; and accreditation reports.

Licenses and other Certification: Valid California driver's license.

#### Knowledge of:

Applications of instructional technology to enhance classroom instruction and to deliver education through innovative delivery modes, including online education and distance learning.

Budget administration and personnel management in accord with collective bargaining agreements.

Community relations and external resource development.

Computer systems and software applications related to area of assignment.

Identification of applicable District policies and local, State and federal laws, codes and regulations.

Interpersonal skills including tact, patience and diplomacy.

Oral and written communication skills, including grant writing. Principles and practices of organizational leadership and administration.

Principles and practices of strategic planning, institutional research and alternative funding for public agencies. Principles and practices of training and staff development.

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Page 4 – Assistant Vice President for Institutional Effectiveness

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Assist in forecasting current and future needs and costs affecting area of assignment.
- Assist in the development and implementation of technology-based solutions to curriculum and instructional issues.
- Collect, compile and analyze data.
- Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Demonstrate effective teamwork.
- Demonstrate leadership, management, supervisory, and team-building skills.
- Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.
- Demonstrate strong and effective writing, editing and verbal communication skills.
- Develop reports for the Accrediting Commission for Community and Junior Colleges. Develop, prepare and administer program and project budgets.
- District and College organization, operations and objectives.
- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work. Exercise initiative and work independently.
- Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
- Facilitate and coordinate the activities of large groups for the purpose of institutional planning.
- Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.
- Operate computer/applications software, including database management, spreadsheet, word processing and software related to area of assignment.
- Plan, design and produce extensive reports, proposals, position papers, recommendations and other formal documents.
- Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.
- Plan, organize and execute effective oral presentations, supported by sophisticated multi-media presentations for a variety of audiences.
- Plan, organize and execute effective written reports supported by facts, documentation and research.
- Plan, organize, coordinate, manage and expedite projects related to assignment.
- Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.
- Train and provide supervision and work direction to others as assigned.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
- Work effectively with diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation.
- Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines.

South Orange County Community College District  
Page 5 – Assistant Vice President for Institutional Effectiveness

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also travels to various locations to visit instructional sites, attend meetings and conduct work; and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Reviewed by Marlys Grodt and Associates on June 17, 2016

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Classified Personnel Actions – Regular Items  
**ACTION:** Approval

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**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A and Exhibit B.

**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. BRAMWELL, TODD is to be employed as Police Officer, Pos. #2575, Office of Campus Safety and Security, Saddleback College, Classified Police Officers Association Bargaining Unit Salary Schedule Range II, Step 1, 20 hours per week, 12 months per year, effective June 21, 2016. This is a replacement for Ryan Maligie.
- b. BOSLEY, ALEXIS is to be employed as Office Assistant, Pos. #4485, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 28 hours per week, 12 months per year, effective June 1, 2016. This is a replacement for Britnee Pate.
- c. CHAVEZ, CHRISTIAN is to be employed as Transfer Center Specialist, Pos. #3351, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 123, Step 1, 40 hours per week, 12 months per year, effective May 16, 2016. This is a replacement for Brad Conrad.
- d. CORDOVA, RICK is to be employed as Custodian, Pos. #1042, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective May 22, 2016. This is a replacement for Jose Macias.
- e. DE LA CRUZ, JUAN is to be employed as Career Services Technician, Pos. #3487, Division of Transfer, Career and Special Programs and Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective June 1, 2016. This is a replacement for Rania Mesri.
- f. FLORENTINO, OSVALDO is to be employed as Custodian, Pos. #7357, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective May 22, 2016. This position was approved by the Board of Trustees on January 25, 2016.
- g. FOUQUETTE, ANNE is to be employed as Child Development Specialist, Pos. #3555, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective June 16, 2016. This is a replacement for Lido Garcia.
- h. <sup>1</sup>GIBSON, PATRICK is to be employed as Custodian, Pos. #7355, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective May 15, 2016. This position was approved by the Board of Trustees on January 25, 2016.

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<sup>1</sup> Originally presented to the Board of Trustees on May 16, 2016 with an effective date of May 8, 2016.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
  - i. GONZALEZ, DAVID is to be employed as Counseling Office Assistant, Pos. #3677, Division of Counseling Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 115, Step 1, 20 hours per week, 12 months per year, effective June 1, 2016. This is a replacement for Justine Amadeus.
  - j. HOM, ANDREW is to be employed as Senior Accounting Specialist, Pos. #4017, Office of College Foundation, Saddleback College, Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year, effective June 6, 2016. This is a replacement for Sheri Wenzel.
  - k. JIROUDEK, ELLURA is to be employed as Laboratory Technician, Chemistry, Pos. #7478, Chemistry, School of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 20 hours per week, 12 months per year, effective May 23, 2106. This position was approved by the Board of Trustees on January 25, 2016.
  - l. KHABOVETS, KRISTINA is to be employed as Program Technician, Categorical, Pos. #4241, Division of Advanced Technology and Applied Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 40 hours per week, 10 months per year, effective July 5, 2016. This position was approved by the Board of Trustees on March 28, 2016, with employment contingent upon funding by the Career Pathways Trust grant.
  - m. KILDUFF, CINDY is to be employed as Child Development Specialist, Pos. #3227, Child Development Center, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective June 6, 2016. This is a replacement for Terry Aragonz.
  - n. MARRIOTT, DAVID is to be employed as Laboratory Technician, Pos. #4407, Automotive Technology, Division of Advanced Technology and Applied Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 29 hours per week, 12 months per year, effective July 5, 2016. This is a replacement for Michael Dale.
  - o. MARTINEZ GIRON, ANDY is to be employed as Custodian, Pos. #7359, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective June 5, 2016. This position was approved by the Board of Trustees on January 25, 2016.
  - p. MARTINEZ, SUZANNE is to be employed as Child Development Specialist, Pos. #3441, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective June 20, 2016. This is a replacement for Jennifer Port.
  - q. MEYER, JOHN is to be employed as Police Operations Lieutenant, a classified manager, Pos. #4595, Office of Campus Safety and Security, Irvine Valley College, Academic and Classified, Administrator and Manager Salary Schedule Range 12, Step 1, 40 hours per week, 12 months per year, effective June 6, 2016. This is a replacement for David Young.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

1. CLASSIFIED EMPLOYMEN (Information Items – Pursuant to Board Policy 4002.1)

- r. <sup>2</sup>POTTER, NICKLAS is to be employed as Laboratory Technician, Life and Physical Sciences, Pos. #7611, Biology, Division of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 20 hours per week, 12 months per year, effective June 13, 2016. This position was approved by the Board of Trustees on February 22, 2016.
- s. SCHENITZKI, LISA is to be employed as Psychological Health Services Supervisor, a classified manager, Pos. #6964, Student Health Center, Office of Student Services, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 5, 40 hours per week, 12 months per year, effective May 9, 2016. This position was approved by the Board of Trustees on September 28, 2015.
- t. SHARRAK, EDDIE is to be employed as Veterans Office Assistant, Pos. #4015, Office of Student Payment and Veterans, Saddleback College, Classified Bargaining Unit Salary Schedule Range 115, Step 1, 28 hours per week, 12 months per year, effective March 16, 2016. This is a replacement for Adriana Lee.
- u. SHENOUDA, DAVID is to be employed as Senior Admissions and Records Specialist, Pos. #4153, School of Admissions, Records and Enrollment Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 126, Step 1, 40 hours per week, 12 months per year, effective July 1, 2016. This is a replacement for Cristina Benavides.
- v. TOLEDO, JAVIER is to be employed as Custodian, Pos. #7358, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective May 22, 2016. This position was approved by the Board of Trustees on January 25, 2016.
- w. WILLIAMS, DANIEL is to be employed as Plumber, Pos. #3517, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 128, Step 1, 40 hours per week, 12 months per year, effective June 20, 2016. This is a replacement for Michael De Baun.
- x. ZAMANI, MENA is to be employed as Articulation Specialist, Pos. #3214, Division of Counseling Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective May 16, 2016. This is a replacement for Hochin Moon.

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<sup>2</sup> Related to Lance Potter, Senior Laboratory Technician, Mathematics, Sciences and Engineering, Physics, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Brown, Scott	Sr. Graphic Designer/Pub. Ed/DS	32.04	04/01/16-06/30/16
Norlin, Kacy	Dir, Student Success/Supp. Prog/IVC	39.48	04/18/16-06/30/16
<sup>3</sup> England, Leah	Administrative Assistant/SC	20.85	05/02/16-06/30/16
Collins, Russell	Custodian/IVC	17.14	05/04/16-06/30/16
Norman, Stephen	Custodian/IVC	17.14	05/04/16-06/30/16
Mazaiwana, Alice	Administrative Assistant/IVC	22.12	05/10/16-06/30/16
Nguyen, Thu Ha	Sr. Laboratory Tech., Chemistry/SC	26.08	05/13/16-06/30/16
Sanders Lamas, Tracey	Senior Accounting Specialist/DS	26.72	05/16/16-06/30/16
Delgado, Francisco	Custodian/IVC	17.14	05/18/16-06/30/16
Cenzer, Jordan	Custodian/IVC	17.14	05/20/16-06/30/16
Weiss, Elizabeth	Applications Specialist II/SC	33.66	05/31/16-06/30/16
Sepulveda, Ashley	Library Assistant II/IVC	21.05	05/31/16-06/30/16
Wilson, Toni	Senior Administrative Assistant/IVC	24.21	05/31/16-06/30/16

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Ahl, Jessie	Project Specialist/SC	18.00	04/25/16-06/30/16
Algernon, Nancy	Project Specialist/IVC	24.00	05/15/16-06/30/16
Bautista, Daisy	Outreach Aide/SC	14.00	05/04/16-06/30/16
Borjon, Zoie	Outreach Aide/SC	14.00	05/10/16-06/30/16
Cao, Scott	Campus Security Officer - ST/SC	12.00	05/12/16-06/30/16
Cervantes, Jonah	Outreach Aide/SC	12.00	04/22/16-06/30/16
Cook, Jonathan	Adapted Kinesiology Aide/SC	11.50	05/02/16-06/30/16
Crider, Eric	TMD Aide/SC	10.50	05/15/16-06/30/16
Dallalzadeh-Risman, M.	Project Specialist/IVC	24.00	05/13/16-06/30/16
Daniels, Breanna	Project Specialist/SC	13.50	06/01/16-06/30/16
Diaz, Andrea	Child Development Center Aide/SC	12.00	04/25/16-06/30/16
England, Leah	Project Specialist/SC	21.00	05/01/16-06/30/16
Fitzpatrick, Elena	Clerk/SC	14.00	05/18/16-06/30/16
Goto, Elena	Clerk/IVC	10.50	05/27/16-06/30/16
Herrera, Maribel	Project Specialist/SC	15.00	05/15/16-06/30/16
Hillenbrand, Nicholas	TMD Aide/IVC	20.00	06/01/16-06/30/16

<sup>3</sup> Related to Darren England, Senior Matriculation Specialist, Division of Admissions, Records & Enrollment Services, Saddleback College.



**A. NEW PERSONNEL APPOINTMENTS - Continued**

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Lamb, Terri	Project Specialist/SC	10.50	12/03/15-06/30/16
Leeg, Matthew	Project Specialist/IVC	25.00	05/15/16-06/30/16
Lim, Joycelyn	Project Specialist/IVC	24.00	05/23/16-06/30/16
<sup>4</sup> Ling, Maximilian	Project Specialist/IVC	25.00	05/31/16-06/30/16
Lupardo, Kevin	TMD Aide/IVC	20.00	06/01/16-06/30/16
Macawile, Robert	Project Specialist/IVC	13.00	05/20/16-06/30/16
Madison, Miles	Project Specialist/IVC	11.50	05/18/16-06/30/16
Mahdi, Furat	Project Specialist/IVC	10.50	05/16/16-06/30/16
Martinez, Eric	Campus Security Officer - ST/SC	12.00	05/01/16-06/30/16
Martinez, Nikole	Clerk/IVC	10.50	05/27/16-06/30/16
Mobedshahi, Noushin	TMD Aide/IVC	20.00	06/01/16-06/30/16
Montes De Oca, Lizbeth	Clerk/SC	14.00	04/25/16-06/30/16
Namiranian, Armita	TMD Aide/IVC	16.00	06/01/16-06/30/16
Niederecker, Andriana	TMD Aide/SC	10.50	05/01/16-06/30/16
Peloquin, Cole	Project Specialist/SC	15.00	05/15/16-06/30/16
Perez, Megan	TMD Aide/SC	10.50	05/11/16-06/30/16
Picard, Amanda	TMD Aide/IVC	20.00	06/01/16-06/30/16
Quinonez, Dahlia	Project Specialist/IVC	24.00	05/12/16-06/30/16
Rady, Hatem	Clerk/IVC	10.50	05/27/16-06/30/16
Rodriguez, Elizabeth	TMD Aide/IVC	20.00	06/01/16-06/30/16
Roman, Oscar	Project Specialist/SC	15.00	05/02/16-06/30/16
Sack, Tammy	Project Specialist/IVC	20.00	06/01/16-06/30/16
Seitz, Kyle	TMD Aide/IVC	14.00	06/01/16-06/30/16
Seymen, Beril	Clerk/IVC	10.50	05/27/16-06/30/16
Shearman, Carrie	Project Specialist/SC	16.50	05/02/16-06/30/16
Shomph, Crystal	TMD Aide/IVC	20.00	06/01/16-06/30/16
Spencer, Ronald	Project Specialist/SC	15.00	06/06/16-06/30/16
Sullivan, Jason	Project Specialist/SC	18.00	05/31/16-06/30/16
Torres, Brenda	Clerk/SC	11.50	05/25/16-06/30/16
Webb, Zariah	TMD Aide/IVC	11.50	04/15/16-06/30/16
Willis, Heather	TMD Aide/IVC	20.00	05/09/16-06/30/16

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<sup>4</sup> Related to Sophie Ling, Library Technician, School of Library Services, Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Abrahams, Lawrence	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Adams, Kathleen	Project Specialist/IVC	30.00	07/01/16-06/30/17
Aguirre, Brian	Project Specialist/SC	14.00	07/01/16-06/30/17
Ahl, Jessie	Project Specialist/SC	18.00	07/01/16-06/30/17
Aldrich, David	TMD Aide/IVC	20.00	07/01/16-06/30/17
Algernon, Nancy	Project Specialist/IVC	24.00	07/01/16-06/30/17
Alwood, Aimee	TMD Aide/IVC	15.00	07/01/16-06/30/17
Anaya, Tanya	Project Specialist/IVC	16.00	07/01/16-06/30/17
Armstrong, Tracey	Adapted Kinesiology Aide/IVC	12.50	07/01/16-06/30/17
Balicki, John	Campus Security Officer - ST/SC	12.00	07/01/16-06/30/17
Banuelos, Noelle	Project Specialist/SC	50.00	07/01/16-06/30/17
Bautista, Daisy	Outreach Aide/SC	14.00	07/01/16-06/30/17
Beltran, Carla	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Blanks, Gabriel	Project Specialist/IVC	18.00	07/01/16-06/30/17
Borjon, Zoie	Outreach Aide/SC	14.00	07/01/16-06/30/17
Brown, Anna	Project Specialist/DS	18.00	07/01/16-06/30/17
Brown, Lucy	Clerk/SC	16.00	07/01/16-06/30/17
Brown, Rachelle	Project Specialist/SC	11.50	07/01/16-06/30/17
Buchea, Jason	TMD Aide/IVC	20.00	07/01/16-06/30/17
Butorac, Terrie	Project Specialist/SC	24.00	07/01/16-06/30/17
Cao, Scott	Campus Security Officer - ST/SC	12.00	07/01/16-06/30/17
Carey, Peter	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Carr, Delores	Project Specialist/SC	18.00	07/01/16-06/30/17
Cervantes, Jonah	Outreach Aide/SC	12.00	07/01/16-06/30/17
Cervantes, Martha	Clerk/SC	16.00	07/01/16-06/30/17
Chamberlain, Deborah	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Charles, Deborah	Child Development Center Aide/SC	20.00	07/01/16-06/30/17
Christman, Tyler	TMD Aide/IVC	15.00	07/01/16-06/30/17
Cludy, Pamela	Child Development Center Aide/SC	20.00	07/01/16-06/30/17
Cook, Jonathan	Adapted Kinesiology Aide/SC	11.50	07/01/16-06/30/17
Cook, Kathleen	Child Development Center Aide/SC	20.00	07/01/16-06/30/17
Corrales, Enrique	Project Specialist/SC	10.50	07/01/16-06/30/17
Corrales, Javier	Project Specialist/SC	50.00	07/01/16-06/30/17
Cram, Michael	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Crider, Eric	TMD Aide/SC	10.50	07/01/16-06/30/17
Dallalzadeh-Risman, M.	Project Specialist/IVC	24.00	07/01/16-06/30/17
Daniel, Nicole	Project Specialist/SC	10.50	07/01/16-06/30/17
Daniels, Breanna	Project Specialist/SC	13.50	07/01/16-06/30/17
<sup>5</sup> Dear, Derek	Campus Security Officer - ST/SC	14.50	07/01/16-06/30/17

<sup>5</sup> Related to Donald Dear, Police Officer, Office of Campus Safety and Security, Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS** - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Dehnadi, Helya	Project Specialist/SC	10.50	07/01/16-06/30/17
Diaz, Andrea	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Do Couto, Evelyn	Project Specialist/SC	16.00	07/01/16-06/30/17
Dominguez, Martin	Project Specialist/IVC	20.00	07/01/16-06/30/17
Duran, Cindy	Project Specialist/IVC	10.50	07/01/16-06/30/17
Ebrahimpoor Khorsa, P.	Project Specialist/SC	15.00	07/01/16-06/30/17
Eien, Edward	TMD Aide/IVC	20.00	07/01/16-06/30/17
Estrada, Sharon	Project Specialist/IVC	12.50	07/01/16-06/30/17
Filtz, Henry	Adapted Kinesiology Aide/SC	12.50	07/01/16-06/30/17
Firouzabadi, Lili	Project Specialist/SC	16.00	07/01/16-06/30/17
Fitzpatrick, Elena	Clerk/SC	14.00	07/01/16-06/30/17
Florentino, Efren	Project Specialist/SC	25.00	07/01/16-06/30/17
Florkey, Alexandra	TMD Aide/IVC	10.50	07/01/16-06/30/17
Forouzan, Ghazal	TMD Aide/IVC	20.00	07/01/16-06/30/17
Fox, Jill	Clerk/SC	16.00	07/01/16-06/30/17
Francke, Melissa	Clerk/SC	14.00	07/01/16-06/30/17
Freeman, Abigail	Project Specialist/SC	20.00	07/01/16-06/30/17
Friedlander, Dorothy	Child Development Center Aide/SC	20.00	07/01/16-06/30/17
Fullerton, Scott	Campus Security Officer - ST/SC	12.00	07/01/16-06/30/17
Garcia, Amy	Project Specialist/SC	10.50	07/01/16-06/30/17
Garcia, Andrea	TMD Aide/IVC	15.00	07/01/16-06/30/17
Garey, Sarah	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Gaylord, Stormy	TMD Aide/IVC	15.00	07/01/16-06/30/17
Golbadi, Ilia	Project Specialist/SC	10.50	07/01/16-06/30/17
Golbadi, Laal	Project Specialist/SC	10.50	07/01/16-06/30/17
Gomez Zuniga, Emman.	Project Specialist/SC	10.50	07/01/16-06/30/17
Gomez, Karolinna	Child Development Center Aide/SC	10.50	07/01/16-06/30/17
Gonzalez, Deyanira	Project Specialist/SC	24.00	07/01/16-06/30/17
Gore, Lisa	TMD Aide/IVC	20.00	07/01/16-06/30/17
Goto, Elena	Clerk/IVC	10.50	07/01/16-06/30/17
Grajeda, Mia	Project Specialist/IVC	20.00	07/01/16-06/30/17
Gramling, Maria	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Granados, Maritza	Project Specialist/SC	12.50	07/01/16-06/30/17
Gray, Gabriela	Project Specialist/SC	10.50	07/01/16-06/30/17
Harris, Ashley	Adapted Kinesiology Aide/IVC	10.50	07/01/16-06/30/17
Harris, Laura	Project Specialist/SC	25.00	07/01/16-06/30/17
Hellriegel, John	Project Specialist/SC	20.00	07/01/16-06/30/17
Hernandez Sanchez, A.	Project Specialist/SC	14.50	07/01/16-06/30/17
Hernandez, Alona	TMD Aide/IVC	25.00	07/01/16-06/30/17
Hernandez, Madeline	Project Specialist/SC	20.00	07/01/16-06/30/17
Herrera, Maribel	Project Specialist/SC	15.00	07/01/16-06/30/17
Hillenbrand, Nicholas	TMD Aide/IVC	20.00	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS** - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Hodosh, Seth	Adapted Kinesiology Aide/SC	16.00	07/01/16-06/30/17
Holtsberg, Hannah	TMD Aide/IVC	14.00	07/01/16-06/30/17
Houck, Dustin	Project Specialist/SC	10.50	07/01/16-06/30/17
Hughes, Jacob	Adapted Kinesiology Aide/SC	12.00	07/01/16-06/30/17
Hutchison, Leah	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Imam, Omar	TMD Aide/IVC	14.00	07/01/16-06/30/17
Jennrich, Phillip	Adapted Kinesiology Aide/SC	12.50	07/01/16-06/30/17
Jones, David	TMD Aide/IVC	20.00	07/01/16-06/30/17
Jones, Janine	Project Specialist/SC	19.50	07/01/16-06/30/17
Jorgenson, Katelin	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Joslyn, Brianna	Project Specialist/IVC	10.50	07/01/16-06/30/17
Juarez, Maria Amor	Child Development Center Aide/SC	11.00	07/01/16-06/30/17
Kaplan, Jeffrey	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Khodabandeh, Elahe	Project Specialist/SC	10.50	07/01/16-06/30/17
Kilduff, Cindy	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Kind, Andrew	Project Specialist/SC	19.00	07/01/16-06/30/17
Knopick, Eric	Adapted Kinesiology Aide/SC	10.50	07/01/16-06/30/17
Kohlhas, Paul	TMD Aide/IVC	20.00	07/01/16-06/30/17
Koike, Marissa	Project Specialist/IVC	10.50	07/01/16-06/30/17
LaMarca, Valerie	Project Specialist/IVC	14.00	07/01/16-06/30/17
Lancaster, Thomas	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Lane, Alan	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Leeg, Matthew	Project Specialist/IVC	25.00	07/01/16-06/30/17
Lim, Joycelyn	Project Specialist/IVC	24.00	07/01/16-06/30/17
Lindahl, Glenda	Project Specialist/SC	18.00	07/01/16-06/30/17
Ling, Maximilian	Project Specialist/IVC	25.00	07/01/16-06/30/17
Linhardt, Kristin	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Lowey-Ball, Marisa	TMD Aide/SC	14.00	07/01/16-06/30/17
Lupardo, Kevin	TMD Aide/IVC	20.00	07/01/16-06/30/17
Luu, Minh	Project Specialist/IVC	13.00	07/01/16-06/30/17
Macawile, Robert	Project Specialist/IVC	13.00	07/01/16-06/30/17
Madison, Miles	Project Specialist/IVC	11.50	07/01/16-06/30/17
Madrid, Tracey	Project Specialist/SC	24.00	07/01/16-06/30/17
Mahdi, Furat	Project Specialist/IVC	10.50	07/01/16-06/30/17
Maloney, Hannah	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Martin, Rebecca	Project Specialist/SC	16.00	07/01/16-06/30/17
Martinez, Eric	Campus Security Officer - ST/SC	12.00	07/01/16-06/30/17
Martinez, Nikole	Clerk/IVC	10.50	07/01/16-06/30/17
May, Robert	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Medina Santillan, Paola	Project Specialist/SC	18.00	07/01/16-06/30/17
Melekhova, Valentina	Project Specialist/SC	15.00	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Miller, Deborah	Child Development Center Aide/SC	10.50	07/01/16-06/30/17
Miranda, Efrem	Project Specialist/SC	25.00	07/01/16-06/30/17
Mobedshahi, Noushin	TMD Aide/IVC	20.00	07/01/16-06/30/17
Montanari, Christine	Adapted Kinesiology Aide/SC	12.50	07/01/16-06/30/17
Montes De Oca, Lizbeth	Clerk/SC	14.00	07/01/16-06/30/17
Montijo, Monica	Project Specialist/IVC	45.00	07/01/16-06/30/17
Moock, Marlee	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Moon, James	Project Specialist/IVC	15.00	07/01/16-06/30/17
Morel, Jerald	Coaching Aide/IVC	25.00	07/01/16-06/30/17
<sup>6</sup> Moreno, Deisy	Project Specialist/SC	12.00	07/01/16-06/30/17
<sup>6</sup> Moreno, Mariana	Project Specialist/SC	18.00	07/01/16-06/30/17
Mouton, Angela	Project Specialist/IVC	45.00	07/01/16-06/30/17
Muldez, Brahma Mae	Project Specialist/SC	10.50	07/01/16-06/30/17
Murillo, Ariel	TMD Aide/IVC	10.50	07/01/16-06/30/17
Nahavandi, Kamron	Project Specialist/DS	18.00	07/01/16-06/30/17
Namiranian, Armita	TMD Aide/IVC	16.00	07/01/16-06/30/17
Nguyen, Tiffany	Project Specialist/IVC	20.00	07/01/16-06/30/17
Niederecker, Andriana	TMD Aide/SC	10.50	07/01/16-06/30/17
Nieto, Diana	Project Specialist/SC	25.00	07/01/16-06/30/17
Nixon June, Conor	Adapted Kinesiology Aide/IVC	12.50	07/01/16-06/30/17
Nusenow, Stephanie	Project Specialist/SC	10.50	07/01/16-06/30/17
Ochiai, Alan	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Oldham, Jenae	TMD Aide/IVC	15.00	07/01/16-06/30/17
O'Neill, Chelsea	TMD Aide/IVC	15.00	07/01/16-06/30/17
Ortega Gonzalez, Dulce	Child Development Center Aide/SC	10.50	07/01/16-06/30/17
Ortiz, Maria	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Osbon, Nicole	TMD Aide/IVC	15.00	07/01/16-06/30/17
Ott, Joseph	TMD Aide/IVC	10.50	07/01/16-06/30/17
Padawer, Lindsay	Project Specialist/IVC	15.00	07/01/16-06/30/17
Parra, Antonio	Adapted Kinesiology Aide/SC	12.50	07/01/16-06/30/17
Parrilla, Edward	Adapted Kinesiology Aide/SC	10.50	07/01/16-06/30/17
Pearson, Jennifer	Project Specialist/SC	24.00	07/01/16-06/30/17
Peloquin, Cole	Project Specialist/SC	15.00	07/01/16-06/30/17
Perez, Jeremiah	Project Specialist/IVC	20.00	07/01/16-06/30/17
Perez, Megan	TMD Aide/SC	10.50	07/01/16-06/30/17
Perez-Perez, Diana	Project Specialist/SC	12.00	07/01/16-06/30/17
<sup>7</sup> Pestolesi, Kari	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Philips, Derrick	Project Specialist/SC	15.00	07/01/16-06/30/17
Picard, Amanda	TMD Aide/IVC	20.00	07/01/16-06/30/17

<sup>6</sup> Deisy and Mariana are related.

<sup>7</sup> Related to Thomas Pestolesi, Kinesiology/Health Instructor, School of Health, Physical Education and Athletics, Irvine Valley College; and Diane Pestolesi, Assistant Dean, Division of Health Sciences and Human Services, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Pilioglos, Daniel	Project Specialist/SC	20.00	07/01/16-06/30/17
Ponce, Marlene	Project Specialist/IVC	16.00	07/01/16-06/30/17
Poon, Liting	Project Specialist/SC	10.50	07/01/16-06/30/17
Pouresfandiari, Shahram	Project Specialist/IVC	15.00	07/01/16-06/30/17
Quinonez, Dahlia	Project Specialist/IVC	24.00	07/01/16-06/30/17
Quintana, Yvonne	Project Specialist/SC	16.00	07/01/16-06/30/17
Quiroz, Laura	TMD Aide/IVC	20.00	07/01/16-06/30/17
Rady, Hatem	Clerk/IVC	10.50	07/01/16-06/30/17
Ramirez Vasquez, Jen.	Project Specialist/SC	12.00	07/01/16-06/30/17
Ramirez, Jessica	Project Specialist/SC	16.00	07/01/16-06/30/17
Reyes-Martha, Mirriam	Project Specialist/IVC	13.00	07/01/16-06/30/17
Roach, Eileen	Project Specialist/SC	25.00	07/01/16-06/30/17
Rodriguez, Elizabeth	TMD Aide/IVC	20.00	07/01/16-06/30/17
Roman, Oscar	Project Specialist/SC	15.00	07/01/16-06/30/17
Rosas Gomez, Christian	Project Specialist/SC	12.50	07/01/16-06/30/17
Sack, Tammy	Project Specialist/IVC	20.00	07/01/16-06/30/17
Salaguinto, Pamela	Child Development Center Aide/SC	12.00	07/01/16-06/30/17
Saur, Barbara	Project Specialist/SC	32.50	07/01/16-06/30/17
Savage, Christina	Child Development Center Aide/SC	20.00	07/01/16-06/30/17
Schlais, Jenea	Campus Security Officer - ST/SC	12.00	07/01/16-06/30/17
Schlesinger, David	Project Specialist/SC	16.50	07/01/16-06/30/17
Seany, Alec	TMD Aide/IVC	10.50	07/01/16-06/30/17
Seitz, Kyle	TMD Aide/IVC	14.00	07/01/16-06/30/17
Serrano, Joshua	TMD Aide/IVC	10.50	07/01/16-06/30/17
Seymen, Beril	Clerk/IVC	10.50	07/01/16-06/30/17
Shearman, Carrie	Project Specialist/SC	16.50	07/01/16-06/30/17
Shomph, Crystal	TMD Aide/IVC	20.00	07/01/16-06/30/17
Siriwardena, Yenuka	Project Specialist/SC	10.50	07/01/16-06/30/17
Skidmore, Brian	Campus Security Officer - ST/SC	14.50	07/01/16-06/30/17
Slocum, Allan	Project Specialist/IVC	20.00	07/01/16-06/30/17
Smith, Susan	Clerk/SC	15.00	07/01/16-06/30/17
Solis Granados, Isaac	Project Specialist/SC	10.50	07/01/16-06/30/17
Sparkuhl, Julie	Project Specialist/SC	12.50	07/01/16-06/30/17
Spencer, Ronald	Project Specialist/SC	15.00	07/01/16-06/30/17
Stinson, Felicia	Project Specialist/IVC	30.00	07/01/16-06/30/17
Sullivan, Jason	Project Specialist/SC	18.00	07/01/16-06/30/17
Sunico, Anton	Project Specialist/SC	10.50	07/01/16-06/30/17
Susnjara, Anthony	Coaching Aide/IVC	25.00	07/01/16-06/30/17
Suveiu, Virginia	Project Specialist/IVC	20.00	07/01/16-06/30/17
Takorian, Kaitlin	TMD Aide/IVC	10.50	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Name	Position	Hourly Rate (\$)	Start/End Date
Terzoli, Michelle	Project Specialist/IVC	16.00	07/01/16-06/30/17
Torres, Brenda	Clerk/SC	11.50	07/01/16-06/30/17
Varela, Marcus	Project Specialist/SC	12.50	07/01/16-06/30/17
Webb, Zariah	TMD Aide/IVC	11.50	07/01/16-06/30/17
Wells, Douglas	Adapted Kinesiology Aide/SC	16.00	07/01/16-06/30/17
Willis, Heather	TMD Aide/IVC	20.00	07/01/16-06/30/17

5. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Caruso, Rachael	04/20/16-06/30/16
Farahbod, Nahid	04/15/16-06/30/16
Kalantari, Mehrandokht	06/10/16-06/30/16
Karzai, Malai	04/01/16-06/30/16
Li, Carolyn	05/09/16-06/30/16
Marquez, Brooke	05/12/16-06/30/16
Neri Vazquez, Nancy	05/25/16-06/30/16
Thornton, Keira	04/15/16-06/30/16

6. 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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Abbasinik, Mana	07/01/16-06/30/17
Abghani, Manal	07/01/16-06/30/17
Al Abtah, Abdul Rahman	07/01/16-06/30/17
Al Bayati, Yahya	07/01/16-06/30/17
Alameen, Liwaa	07/01/16-06/30/17
Alatorre, Breanna	07/01/16-06/30/17
Al-Hennawi, Shaker	07/01/16-06/30/17
Ali, Amir	07/01/16-06/30/17
Al-Jay, Jameel	07/01/16-06/30/17
Alvarado, Casy	07/01/16-06/30/17
Angelov, Nikola	07/01/16-06/30/17
Arustamyan, Edgar	07/01/16-06/30/17
Azam, Muhammad	07/01/16-06/30/17
Azarhoush, Emities	07/01/16-06/30/17
Barnes, Steven	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS** - Continued

6. 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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Beglarzadeh, Pasha	07/01/16-06/30/17
Bendon, Lauren	07/01/16-06/30/17
Bermane, Shinda	07/01/16-06/30/17
Berrios, Willis	07/01/16-06/30/17
Best, Kristina	07/01/16-06/30/17
Bonham, Ashley	07/01/16-06/30/17
Bravo-Daga, Diego	07/01/16-06/30/17
Brito, Laura	07/01/16-06/30/17
Brock, Matthews	07/01/16-06/30/17
Bucknam, Keatyn	07/01/16-06/30/17
Calvert, Erin	07/01/16-06/30/17
Campbell, Brooke	07/01/16-06/30/17
Caruso, Rachael	07/01/16-06/30/17
Chapman, Jillian	07/01/16-06/30/17
Chehayeb, Natalie	07/01/16-06/30/17
Chen, Maya	07/01/16-06/30/17
Chow, Kayee	07/01/16-06/30/17
Clack, Trevor	07/01/16-06/30/17
Clark, Darren	07/01/16-06/30/17
Clauser, Trey	07/01/16-06/30/17
Connolly, Christine	07/01/16-06/30/17
Crawford, Samuel	07/01/16-06/30/17
Cronk, Ashley	07/01/16-06/30/17
Daryaei, Delara	07/01/16-06/30/17
De Jesus, Kayla	07/01/16-06/30/17
Dimaano, Erin	07/01/16-06/30/17
Diniyarian, Farzaneh	07/01/16-06/30/17
Dziurzynski, Matthew	07/01/16-06/30/17
El Farooqui, Zeenat	07/01/16-06/30/17
Elahian, Maryam	07/01/16-06/30/17
Ellwa, Marwa	07/01/16-06/30/17
Ensor, Anja	07/01/16-06/30/17
Entezari, Sarah	07/01/16-06/30/17
Escobar Flores, Isabel	07/01/16-06/30/17
Fadaei Forghan, Amir	07/01/16-06/30/17
Fagan, Adam	07/01/16-06/30/17
Fakhrai, Poupak	07/01/16-06/30/17
Falah, Fouad	07/01/16-06/30/17
Farahbod, Nahid	07/01/16-06/30/17
Farsad, Veda	07/01/16-06/30/17



**A. NEW PERSONNEL APPOINTMENTS - Continued**

6. 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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Flores, Jesse	07/01/16-06/30/17
Fomichenko, Yanina	07/01/16-06/30/17
Garcia Contreras, Rogelio	07/01/16-06/30/17
Gharavi Ghouchani, Sali	07/01/16-06/30/17
Goeransson, Pontus	07/01/16-06/30/17
Gomez, Katelyn	07/01/16-06/30/17
Grable, Chaye	07/01/16-06/30/17
Grass, Ruth	07/01/16-06/30/17
Guerrero, Valeria	07/01/16-06/30/17
Heidarpour, Pedram	07/01/16-06/30/17
Hildeman, Heather	07/01/16-06/30/17
Hosseini, Mohammadsafa	07/01/16-06/30/17
Huerta, Luis	07/01/16-06/30/17
Hwang, Alexander	07/01/16-06/30/17
<sup>8</sup> Idris, Abdelrahman	07/01/16-06/30/17
<sup>8</sup> Idris, Nehal	07/01/16-06/30/17
Ip, Arista	07/01/16-06/30/17
Jackson, Leandra	07/01/16-06/30/17
Jamasebnejad, Niloofar	07/01/16-06/30/17
Johnson, Lucas	07/01/16-06/30/17
Joung, Sangjin	07/01/16-06/30/17
Kalantari, Mehrandokht	07/01/16-06/30/17
Karzai, Malai	07/01/16-06/30/17
Khosravimanesh, Mahbod	07/01/16-06/30/17
Kia Daliri, Saeedeh	07/01/16-06/30/17
Kiakojour, Fatemeh	07/01/16-06/30/17
Klein, Wesley	07/01/16-06/30/17
Klett, George	07/01/16-06/30/17
Knauer, Gary	07/01/16-06/30/17
Kosmala, Mikayla	07/01/16-06/30/17
Lang, Harry	07/01/16-06/30/17
Lee, Jaesteve	07/01/16-06/30/17
Lee, Jaesteve	07/01/16-06/30/17
Li, Carolyn	07/01/16-06/30/17
Litvinova, Eva	07/01/16-06/30/17
Lumboy, Meryl	07/01/16-06/30/17
Lyles Reed, LaMaiyah	07/01/16-06/30/17
Marassa, Marcelo	07/01/16-06/30/17
Marquez, Brooke	07/01/16-06/30/17
Martinez Perez, Wendy	07/01/16-06/30/17
Medina, Marissa	07/01/16-06/30/17
Mendoza, Sabrina	07/01/16-06/30/17

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<sup>8</sup> Abdelrahman and Nehal are related.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

6. 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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Mirgati, Seyed	07/01/16-06/30/17
Moore, Cailon	07/01/16-06/30/17
Morgan, Daniel	07/01/16-06/30/17
Nahle, Muhamad	07/01/16-06/30/17
Neri Vazquez, Nancy	07/01/16-06/30/17
Noceda, Dylan	07/01/16-06/30/17
Nofal, Rana	07/01/16-06/30/17
Nourian, Milad	07/01/16-06/30/17
Paff, Joy	07/01/16-06/30/17
Pagani, Stephanie	07/01/16-06/30/17
Patel, Anish	07/01/16-06/30/17
Paulsen, Krysta	07/01/16-06/30/17
Pham, Emily	07/01/16-06/30/17
Quijano, Carolyn	07/01/16-06/30/17
Qureshi, Kinza	07/01/16-06/30/17
Ranjbar, Somayeh	07/01/16-06/30/17
Rausch, Jack	07/01/16-06/30/17
Renteria, Christian	07/01/16-06/30/17
Rhine, Leah	07/01/16-06/30/17
Rodriguez Evangelista, Rosa	07/01/16-06/30/17
Sabet, Donna	07/01/16-06/30/17
Safavi, Leela	07/01/16-06/30/17
Saliba, Cindy	07/01/16-06/30/17
Sarvi, Anahita	07/01/16-06/30/17
Saydman, Rivka	07/01/16-06/30/17
Segien, Donald	07/01/16-06/30/17
Sephen, Monika	07/01/16-06/30/17
<sup>9</sup> Shahili, Mohammad	07/01/16-06/30/17
<sup>9</sup> Shahili, Reza	07/01/16-06/30/17
Sharifrazi, Nariman	07/01/16-06/30/17
Strong, Margarette	07/01/16-06/30/17
Sutton, Caitlin	07/01/16-06/30/17
Taghdiri, Behrad	07/01/16-06/30/17
Thornton, Keira	07/01/16-06/30/17
To, Tiffany	07/01/16-06/30/17
Turner, Michael	07/01/16-06/30/17
Tyler, Lamont	07/01/16-06/30/17
Urdaneta-Carrera, Alejandro	07/01/16-06/30/17
Valencia Espino, Lisa	07/01/16-06/30/17
Van De Mortel, Kurt	07/01/16-06/30/17
Vis, Alec	07/01/16-06/30/17

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<sup>9</sup> Mohammad and Reza are related.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

6. 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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Wang, Austin	07/01/16-06/30/17
Wehan, Clare	07/01/16-06/30/17
Whitaker, Shaquan	07/01/16-06/30/17
Williams, Zuri	07/01/16-06/30/17
Woloschek, Brandon	07/01/16-06/30/17
Woo, Kendall	07/01/16-06/30/17
Yang, Peter	07/01/16-06/30/17
Zieman, Ashley	07/01/16-06/30/17

7. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Berger, Ann	Community Education Presenter/SC	10.50	04/04/16-06/30/16
Fisher, Maggie	Community Education Presenter/SC	10.50	06/01/16-06/30/16
German, Austin	Recreation Leader/SC	10.50	06/17/16-06/30/16
Gorman, Bridget	Senior Lifeguard/SC	12.00	05/26/16-06/30/16
Gorrien, John	Recreation Leader/SC	10.50	06/17/16-06/30/16
Hokanson, Haley	Senior Lifeguard/SC	12.00	05/20/16-06/30/16
Hudock, Stephanie	Community Education Presenter/SC	10.50	06/13/16-06/30/16
Kimball, Vanessa	Tutor/SC	12.00	04/28/16-06/30/16
Lane, Eugenia	Community Education Presenter/IVC	10.50	05/12/16-06/30/16
Limsakoune, Chacphet	Workforce Trainer/IVC	72.00	03/30/16-06/30/16
Lopez Mejia, Juliana	Tutor/IVC	11.00	05/31/16-06/30/16
<sup>10</sup> Ludes, Samantha	Recreation Leader/SC	11.00	05/24/16-06/30/16
Roach, Eileen	Community Education Presenter/SC	10.50	05/16/16-06/30/16
Stillman, Denise	Community Education Presenter/SC	10.50	05/11/16-06/30/16
Stoegbuer, Jay	Community Education Presenter/SC	10.50	05/11/16-06/30/16
Vega, Nicolle	Community Education Presenter/SC	10.50	06/01/16-06/30/16
Wade, Veronica	Tutor/SC	12.00	04/17/16-06/30/16

<sup>10</sup> Related to Denise Ludes, Program Specialist, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

8. 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 **2016/2017** 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>
Abdiani, Nagina	Tutor/SC	12.00	07/01/16-06/30/17
Abrams, Paul	Tutor/SC	12.00	07/01/16-06/30/17
Ambrosini, Linda	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Aschrafnia, Madina	Tutor/SC	12.00	07/01/16-06/30/17
Babaei, Shohreh	Tutor/SC	12.00	07/01/16-06/30/17
Bascom, Chantal	Tutor/SC	12.00	07/01/16-06/30/17
Beard, Ian	Tutor/IVC	12.00	07/01/16-06/30/17
Bedolfe, Tamara	Tutor/SC	12.00	07/01/16-06/30/17
Bellin, Laura	Tutor/SC	12.00	07/01/16-06/30/17
Beloff, Allasyn	Interpreter III/IVC	25.00	07/01/16-06/30/17
Berger, Ann	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Billman, Wendy	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Birney, Felicia	Tutor/SC	12.00	07/01/16-06/30/17
Bodenhoefer, Robert	Tutor/IVC	15.00	07/01/16-06/30/17
Bond, Alexander	Tutor/IVC	12.00	07/01/16-06/30/17
Borgese, James	Model/IVC	25.00	07/01/16-06/30/17
Brown, Andrew	Interpreter III/IVC	25.00	07/01/16-06/30/17
Brown, Michael	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Buechler, Michael	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Burke, Gail	Tutor/SC	12.00	07/01/16-06/30/17
Capobianco, Nicholas	Tutor/IVC	11.00	07/01/16-06/30/17
Cavazzi, Bentley	Tutor/SC	12.00	07/01/16-06/30/17
Chau, Joseph	Tutor/SC	12.00	07/01/16-06/30/17
Chen, Shujuan	Tutor/SC	15.00	07/01/16-06/30/17
Cheng-Chen, Judy	Medical Professional/IVC	70.00	07/01/16-06/30/17
Chiang, Nikki	Tutor/IVC	12.00	07/01/16-06/30/17
Christman, Meredith	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Clontz, Amber	Tutor/SC	12.00	07/01/16-06/30/17
Cox, Elizabeth	Interpreter IV/IVC	30.00	07/01/16-06/30/17
Czechorosky, Tonia	Model/IVC	25.00	07/01/16-06/30/17
Davidson, Sharon	Medical Professional/SC	35.00	07/01/16-06/30/17
De Jesus, Lucky	Tutor/SC	12.00	07/01/16-06/30/17
Dempsey, Maureen	Medical Professional/SC	35.00	07/01/16-06/30/17
Derham, Edward	Interpreter IV/IVC	30.00	07/01/16-06/30/17
DeRoulet, Eric	Tutor/IVC	16.00	07/01/16-06/30/17
Diamond, Jean	Tutor/SC	12.00	07/01/16-06/30/17
Dixon, Perry	Tutor/SC	12.00	07/01/16-06/30/17
Do, Tin	Tutor/SC	15.00	07/01/16-06/30/17
Eckhart, Sherry	Model/IVC	25.00	07/01/16-06/30/17
Eiseman, Stephanie	Interpreter IV/IVC	30.00	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS - Continued**

8. 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 **2016/2017** 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>
Ellin, Ryan	Tutor/SC	12.00	07/01/16-06/30/17
Farinella, Ralph	Medical Professional/SC	70.00	07/01/16-06/30/17
Ferdosian, Arshang	Tutor/SC	12.00	07/01/16-06/30/17
Fisher, Maggie	Community Education Presenter/SC	10.50	07/01/16-06/30/17
<sup>11</sup> FitzMaurice, Hillary	Tutor/SC	12.00	07/01/16-06/30/17
Fusco, Michael	Tutor/SC	12.00	07/01/16-06/30/17
Garcia, Alexandra	Tutor/IVC	13.00	07/01/16-06/30/17
Gavin, Zachary	Tutor/SC	12.00	07/01/16-06/30/17
German, Austin	Recreation Leader/SC	10.50	07/01/16-06/30/17
Gidanian, Samuel	Tutor/SC	12.00	07/01/16-06/30/17
Gocho, Justin	Tutor/IVC	12.00	07/01/16-06/30/17
Gorman, Bridget	Senior Lifeguard/SC	12.00	07/01/16-06/30/17
Corrien, John	Recreation Leader/SC	10.50	07/01/16-06/30/17
Gronnerud, Kathleen	Tutor/SC	12.00	07/01/16-06/30/17
Guerriere, Desiree	Tutor/SC	12.00	07/01/16-06/30/17
Guest, Noah	Certified Test Proctor/IVC	12.50	07/01/16-06/30/17
Hadley, Jamie	Community Education Presenter/SC	68.89	07/01/16-06/30/17
Halvorson, Sierra	Model/IVC	25.00	07/01/16-06/30/17
Hannon, Karen	Interpreter IV/IVC	42.00	07/01/16-06/30/17
Hanson, Kathryn	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Hay, Michael	Tutor/SC	12.00	07/01/16-06/30/17
Heunemann, Michael	Medical Professional/SC	35.00	07/01/16-06/30/17
Hillabrant, Jill	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Hillman, Elizabeth	Tutor/SC	12.00	07/01/16-06/30/17
Hokanson, Haley	Senior Lifeguard/SC	12.00	07/01/16-06/30/17
Hosseiny, Habib	Tutor/SC	12.00	07/01/16-06/30/17
Hudock, Stephanie	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Hunter, Thomas	Tutor/SC	12.00	07/01/16-06/30/17
<sup>12</sup> Idris, Mohamed	Tutor/SC	12.00	07/01/16-06/30/17
Igna, Alvin	Tutor/IVC	12.00	07/01/16-06/30/17
Incavo, Kathleen	Captionist (Real-Time)/SC	45.00	07/01/16-06/30/17
Jacinto, Carolyn	Community Education Presenter/IVC	10.50	07/01/16-06/30/17
Jacobs, Jacob	Community Education Expert/IVC	50.00	07/01/16-06/30/17
Jang, Nathan	Tutor/SC	12.00	07/01/16-06/30/17
Johnson, Jennifer	Interpreter IV/IVC	25.00	07/01/16-06/30/17
Johnson, Robert	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Jones, Christopher	Tutor/SC	12.00	07/01/16-06/30/17

<sup>11</sup> Related to Teri FitzMaurice, Associate Faculty, Division of Liberal Arts, Saddleback College.

<sup>12</sup> Related to Nehal and Nwahil Idris, Student Help, Division of Online Education and Learning Resources, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

8. 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 **2016/2017** 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>
Jordan, Katherine	Interpreter III/IVC	25.00	07/01/16-06/30/17
Kaffer, Jana	Medical Professional/SC	35.00	07/01/16-06/30/17
Kandel, Marlene	Captionist (Real-Time)/SC	42.00	07/01/16-06/30/17
Karimi Tararani, M.	Tutor/SC	12.00	07/01/16-06/30/17
Khajouei, Aida	Tutor/IVC	11.00	07/01/16-06/30/17
Khezri, Jasmine	Tutor/SC	15.00	07/01/16-06/30/17
Kimball, Vanessa	Tutor/SC	12.00	07/01/16-06/30/17
Kofford, Judith	Medical Professional/IVC	30.00	07/01/16-06/30/17
Kostapapas, Eoanna	Captionist (Real-Time)/SC	42.00	07/01/16-06/30/17
Kuder, Karen	Community Education Presenter/IVC	50.00	07/01/16-06/30/17
Lane, Eugenia	Community Education Presenter/IVC	10.50	07/01/16-06/30/17
Lee, Rachel	Tutor/IVC	12.00	07/01/16-06/30/17
Li, May	Tutor/SC	12.00	07/01/16-06/30/17
Limbo, Harvey	Tutor/IVC	13.00	07/01/16-06/30/17
Limsakoune, Chacphet	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Liuo, Jonathon	Tutor/IVC	12.00	07/01/16-06/30/17
Lopez Mejia, Juliana	Tutor/IVC	11.00	07/01/16-06/30/17
Ludes, Samantha	Recreation Leader/SC	11.00	07/01/16-06/30/17
Luschei, Ashleigh	Tutor/SC	12.00	07/01/16-06/30/17
Luschei, Daniel	Tutor/SC	12.00	07/01/16-06/30/17
Luschei, Savannah	Tutor/SC	12.00	07/01/16-06/30/17
Lust, Jessica	Tutor/SC	12.00	07/01/16-06/30/17
MacDonald, Donald	Tutor/SC	12.00	07/01/16-06/30/17
Mahon, Nicholas	Tutor/IVC	12.00	07/01/16-06/30/17
<sup>13</sup> Mangels, Amanda	Recreation Leader/SC	10.50	07/01/16-06/30/17
Marano, Toni	Tutor/SC	12.00	07/01/16-06/30/17
Matthews, Evangeline	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Mayani, Homa	Tutor/SC	12.00	07/01/16-06/30/17
<sup>14</sup> McClusky, Nathan	Tutor/SC	12.00	07/01/16-06/30/17
McConaughy, Richard	Tutor/SC	12.00	07/01/16-06/30/17
McConkey, Jennifer	Tutor/SC	15.00	07/01/16-06/30/17
McCrary, Mark	Interpreter V/IVC	45.00	07/01/16-06/30/17
Medellin, Jaselle	Tutor/SC	12.00	07/01/16-06/30/17
Mekonnen, Haben	Tutor/SC	12.00	07/01/16-06/30/17
Miramontes, Marissa	Tutor/SC	12.00	07/01/16-06/30/17
Montgomery, Edie	Tutor/SC	12.00	07/01/16-06/30/17
Morefield, Michael	Interpreter IV/IVC	35.00	07/01/16-06/30/17

<sup>13</sup> Related to Lori Mangels, Human Resources Specialist, Office of Human Resources, District Services.

<sup>14</sup> Related to Georganne McClusky, Senior Administrative Assistant, Division of Community Education, Emeritus Institute and K-12 Partnership, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

8. 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 **2016/2017** 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>
Moscarello Merritt, M.	Medical Professional/IVC	70.00	07/01/16-06/30/17
Moss, Joan	Medical Professional/SC	70.00	07/01/16-06/30/17
Murray, Sonya	Medical Professional/SC	70.00	07/01/16-06/30/17
Naghibi, Seyed	Tutor/SC	12.00	07/01/16-06/30/17
Ng, Alvin	Tutor/IVC	10.50	07/01/16-06/30/17
Nguyen, Andy	Tutor/IVC	14.00	07/01/16-06/30/17
Nguyen, Michael	Tutor/SC	12.00	07/01/16-06/30/17
Noel, Kindel	Tutor/SC	12.00	07/01/16-06/30/17
Olinger, Gilbert	Model/IVC	25.00	07/01/16-06/30/17
Orozco Pacheco, R.	Tutor/SC	15.00	07/01/16-06/30/17
Ortiz, Margarita	Captionist (Real-Time)/IVC	45.00	07/01/16-06/30/17
Oshiro, Gail	Interpreter IV/IVC	35.00	07/01/16-06/30/17
Ossia, Kamran	Tutor/SC	12.00	07/01/16-06/30/17
Ostgaard, Polly	Interpreter IV/IVC	35.00	07/01/16-06/30/17
Park, Sung Joon	Tutor/IVC	11.50	07/01/16-06/30/17
Park, Yeo Joon	Tutor/IVC	12.00	07/01/16-06/30/17
Pats, Viktoryia	Tutor/SC	12.00	07/01/16-06/30/17
Pender, Max	Tutor/SC	12.00	07/01/16-06/30/17
Peterson, Edward	Community Education Expert/IVC	10.50	07/01/16-06/30/17
Phan, Benjamin	Tutor/SC	12.00	07/01/16-06/30/17
Phan, Diana	Tutor/IVC	16.00	07/01/16-06/30/17
Pinto, Andrew	Certified Test Proctor/IVC	12.50	07/01/16-06/30/17
Puelma, Estela	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Pyle, Allison	Tutor/IVC	10.50	07/01/16-06/30/17
Quinlan, Serena	Tutor/SC	12.00	07/01/16-06/30/17
Ramos, David	Interpreter V/IVC	45.00	07/01/16-06/30/17
Roach, Eileen	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Romero, Yvette	Captionist (Real-Time)/IVC	35.00	07/01/16-06/30/17
Rosen, Anne	Tutor/SC	15.00	07/01/16-06/30/17
Rubio, Maria	Certified Test Proctor/IVC	10.50	07/01/16-06/30/17
Ryan, Stacie	Medical Professional/SC	35.00	07/01/16-06/30/17
Saintignon, Angelica	Tutor/SC	12.00	07/01/16-06/30/17
Schiff, Maureen	Interpreter V/SC	45.00	07/01/16-06/30/17
Schwied, Emma	Tutor/SC	12.00	07/01/16-06/30/17
Scoggin, Tammra	Interpreter IV/IVC	42.00	07/01/16-06/30/17
Seghtoleslami, Sogol	Tutor/SC	12.00	07/01/16-06/30/17
Sharpe, Ian	Tutor/SC	12.00	07/01/16-06/30/17
Song, Kyong	Community Education Presenter/IVC	10.50	07/01/16-06/30/17
Sonoyama, Yoshie	Tutor/IVC	14.00	07/01/16-06/30/17
St. James, Jheri	Model/SC	25.00	07/01/16-06/30/17

**A. NEW PERSONNEL APPOINTMENTS - Continued**

8. 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 **2016/2017** 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>
Stenshoel, Peter	Model/IVC	25.00	07/01/16-06/30/17
Stickel, Karl	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Stillman, Denise	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Stinson JR, Richard	Workforce Trainer/IVC	72.00	07/01/16-06/30/17
Stoegbuer, Jay	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Taheri, Hossein	Tutor/SC	12.00	07/01/16-06/30/17
Tak, Neha	Tutor/IVC	12.00	07/01/16-06/30/17
Takushi, Carrie	Medical Professional/SC	35.00	07/01/16-06/30/17
Taylor, Virginia	Interpreter IV/IVC	35.00	07/01/16-06/30/17
Tester, Daniel	Interpreter IV/IVC	30.00	07/01/16-06/30/17
Timberlake, John	Medical Professional/SC	70.00	07/01/16-06/30/17
Tootoonchinia, M.	Tutor/SC	12.00	07/01/16-06/30/17
Turner, Tracey	Community Education Expert/IVC	25.00	07/01/16-06/30/17
Vafadari, Vespaan	Tutor/IVC	12.00	07/01/16-06/30/17
Vanderwal, Crystal	Interpreter IV/IVC	30.00	07/01/16-06/30/17
Veerabahu, Abhinand	Tutor/SC	12.00	07/01/16-06/30/17
Vega, Nicolle	Community Education Presenter/SC	10.50	07/01/16-06/30/17
Vonraabe, Janice	Community Education Expert/IVC	50.00	07/01/16-06/30/17
Vreeland, Avera	Model/IVC	25.00	07/01/16-06/30/17
Wade, Veronica	Tutor/SC	12.00	07/01/16-06/30/17
Warren, Vicki	Tutor/SC	12.00	07/01/16-06/30/17
Wheeler, Donna	Community Education Presenter/SC	20.00	07/01/16-06/30/17
White, Christine	Medical Professional/IVC	35.00	07/01/16-06/30/17
Yang, Peter	Tutor/SC	12.00	07/01/16-06/30/17

**B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS**

1. LABORATORY TECHNICIAN, CHEMISTRY, Pos. #5096, Classified Bargaining Unit Salary Schedule Range 122, Chemistry, School of Life and Physical Sciences, Irvine Valley College seeks authorization to eliminate this part-time, 25 hours per week, 12 months per year position from its staff complement effective June 28, 2016. (Position #5096 was approved by the Board of Trustees on November 17, 2014)
2. LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER (WRITING CENTER), Pos. #5125, Classified Bargaining Unit Salary Schedule Range 122, Writing Center, School of Library Services, Irvine Valley College seeks authorization to eliminate this part-time, 25 hours per week, 12 months per year position from its staff complement effective July 1, 2016. (Position #5425 was approved by the Board of Trustees on December 15, 2014)



**C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION**

1. GRANT PROJECT MANAGER, SPECIAL FUNDED, Academic and Classified Administrator and Manager Salary Schedule Range 11, Division of Liberal Arts, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year, effective June 28, 2016. Employment in this grant funded position is contingent upon special funding by the Level Up: Transforming Student Outcomes grant.
2. LABORATORY TECHNICIAN, CHEMISTRY, Classified Bargaining Unit Salary Schedule Range 122, Chemistry, School of Life and Physical Sciences, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year, effective June 28, 2016.
3. MATRICULATION SPECIALIST, CATEGORICAL Classified Bargaining Unit Salary Schedule Range 123, School of Admissions, Records and Enrollment Services, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position, effective June 28, 2016. Employment in this categorical position is contingent upon funded by the Student Success and Support Services Program.
4. MATRICULATION SPECIALIST, CATEGORICAL Classified Bargaining Unit Salary Schedule Range 123, School of Admissions, Records and Enrollment Services, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position, effective June 28, 2016. Employment in this categorical position is contingent upon funded by the Student Success and Support Services Program.
5. PROGRAM ASSISTANT, SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 118, Division of Liberal Arts, Saddleback College seeks authorization to establish and announce a part-time, 20 hours per week, 12 months per year position, effective June 28, 2016. Employment in this grant funded position is contingent upon special funding by the Level Up: Transforming Student Outcomes grant.
6. PROGRAM RESEARCH ANALYST, SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 138, Division of Liberal Arts, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position, effective June 28, 2016. Employment in this grant funded position is contingent upon special funding by the Level Up: Transforming Student Outcomes grant. (Exhibit B, Attachment 3)
7. PROGRAM SPECIALIST, SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 130, Division of Liberal Arts, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position, effective June 28, 2016. Employment in this grant funded position is contingent upon special funding by the Level Up: Transforming Student Outcomes grant.
8. SENIOR MATRICULATION SPECIALIST, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 127, Division of Counseling Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year, effective June 28, 2016. Employment in this grant funded position is contingent upon funding by the Student Success and Support Services Program.

#### **D. REORGANIZATION**

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
  - a. **REORGANIZE** PROGRAM COORDINATOR (CTE GRANTS), CATEGORICAL, Pos. #4659, 40 Hours per week, 12 months per year, from reporting to the Dean of Business Sciences and Economic and Workforce Development, to begin reporting to the Dean of Advanced Technology and Applied Sciences, effective July 1, 2016. Employment in this position is contingent upon special funding by Career Technical Education grants. Position #4659 was approved by the Board of Trustees on August 27, 2012 and is vacant.
  - b. **REORGANIZE** PROGRAM COORDINATOR (COMMON ASSESSMENT INITIATIVE GRANT), CATEGORICAL, Pos. #5205, 40 hours per week, 11 months per year, from reporting to the Dean of Health Sciences and Human Services, to begin reporting to the Dean of Online Education and Learning Resources, effective July 1, 2016. Employment in this position is contingent upon special funding by Common Assessment Initiative Grant. Position #5205 was approved by the Board of Trustees on March 30, 2015 and is vacant.
  - c. **REORGANIZE** PROGRAM TECHNICIAN, CATEGORICAL, Pos. #5148, 40 hours per week, 12 months per year, from reporting to the Dean of Business Sciences and Economic and Workforce Development, to begin reporting to the Dean of Advanced Technology and Applied Sciences, effective July 1, 2016. Employment in this position is contingent upon special funding by Career Technical Education grants. Position #5148 was approved by the Board of Trustees on January 26, 2015 and is appointed to Pamela Prince, ID #017217.

#### **E. RECLASSIFICATION**

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** SENIOR GRAPHIC DESIGNER, Pos. #3446, Office of the Public Information, Classified Bargaining Unit Salary Schedule Range 134, full-time, 40 hours per week, 12 months per year position, from its staff complement, and **CREATE** CREATIVE SERVICES LEAD, Office of Marketing and Creative Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2016. (Pos. #3446 was approved by the Board of Trustees on February 27, 2016) (Exhibit B, Attachment 1)
    - i. **PROMOTE** BRENDA CONSTANTINO, ID #013744, from Senior Graphics Designer, Pos. #3446, Office of Public Information, Classified Bargaining Unit Salary Range 134, Step 6, 40 hours per week, 12 months per year; to Creative Services Lead, Office of Marketing and Creative Services, Classified Bargaining Unit Salary Schedule Range 142, Step 3, 40 hours per week, 12 months per year, effective July 1, 2016.

**E. RECLASSIFICATION** - Continued

2. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** PROGRAM SPECIALIST, Pos. #4935, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, part-time, 24 hour per week, 12 months per year; and **CREATE** PROGRAM COORDINATOR, CATEGORICAL, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, full-time, 40 hour per week, 12 months per year position to its staff complement, effective April 1, 2016. Employment in this categorical funded position is contingent upon funding by Community Education, Emeritus Institute, and K-12 Partnerships revenue. (Pos. #4935 was approved by the Board of Trustees on December 16, 2013)
    - i. **PROMOTE** DENISE LUDES, ID #019417, PROGRAM SPECIALIST, Pos. #4935, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 3, part-time, 24 hour per week, 12 months per year; to PROGRAM COORDINATOR, CATEGORICAL, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, Step 2, full-time, 40 hour per week, 12 months per year, effective April 1, 2016.
  - b. **ELIMINATE** PROGRAM SPECIALIST, Pos. #4936, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, part-time, 24 hour per week, 12 months per year; and **CREATE** PROGRAM COORDINATOR, CATEGORICAL, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, full-time, 40 hour per week, 12 months per year position to its staff complement, effective April 1, 2016. Employment in this categorical funded position is contingent upon funding by Community Education, Emeritus Institute, and K-12 Partnerships revenue. (Pos. #4936 was approved by the Board of Trustees on December 16, 2013)
    - i. **PROMOTE** ARRON SEARCY, ID #016576, PROGRAM SPECIALIST, Pos. #4936, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 3, part-time, 24 hour per week, 12 months per year; to PROGRAM COORDINATOR, CATEGORICAL, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, Step 2, full-time, 40 hour per week, 12 months per year, effective April 1, 2016.

**E. RECLASSIFICATION** - Continued

3. DISTRICT SERVICES seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.
  - a. **ELIMINATE** DISTRICT DIRECTOR OF PUBLIC AFFAIRS AND GOVERNMENT RELATIONS, Pos. #4565, a classified management position, Public Affairs and Government Relations, Office of the Chancellor, Academic and Classified Administrator and Manager Salary Schedule Range 18, full-time, 40 hours per week, 12 months per year position, from its staff complement, and **CREATE** EXECUTIVE DIRECTOR FOR PUBLIC & GOVERNMENT AFFAIRS, a classified management position, Public and Government Affairs, Office of the Chancellor, Academic and Classified Administrator and Manager Salary Schedule Range 23, full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 28, 2016. (Pos. #4565 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 2)
    - i. **PROMOTE** TERESA FLUEGMAN, ID #014540, from District Director of Public Affairs and Government Relations, Pos. #4565, Office of the Chancellor, Academic and Classified Administrator and Manager Schedule Salary Range 18, Step 5, 40 hours per week, 12 months per year; to Executive Director for Public and Government Affairs, Office of the Chancellor, Academic and Classified Administrator and Manager Salary Schedule Range 23, Step 2, 40 hours per week, 12 months per year, effective June 28, 2016.

**F. AUTHORIZATION TO INCREASE HOURS AND/OR MONTHS PER YEAR ON A CLASSIFIED POSITION**

1. COUNSELING OFFICE ASSISTANT, CATEGORICAL, Pos. #3883, Classified Bargaining Unit Salary Schedule Range 115, Student Success and Support Programs, Division of Counseling Services, Saddleback College, seeks authorization to increase the hours per week for this part-time, 25 hours per week, 12 months per year position, to full-time, 40 hours per week, 12 months per year, effective June 28, 2016. Employment in this categorical funded position is contingent upon funding by the Student Success and Support Programs. (Position #3883 is appointed to Natasha Noriega-Goodwin, ID #018661)
2. LABORATORY TECHNICIAN, STUDENT SUCCESS CENTER, Pos. #5124, Classified Bargaining Unit Salary Schedule Range 122, School of Library Services, Irvine Valley College, seeks authorization to increase the hours per week for this part-time, 25 hours per week, 12 months per year position, to full-time, 40 hours per week, 12 months per year, effective July 1, 2016. (Position #5124, is appointed to Peyman Pakshir, ID #019923)

**G. TEMPORARY INCREASE IN HOURS**

1. NORIEGA-GOODWIN, NATASHA, 018661, Counseling Office Assistant, Categorical, Pos. #3883, Classified Bargaining Unit Salary Schedule Range 115, Step 4, 25 hours per week, 12 months per year, Student Success and Support Programs, Division of Counseling Services, Saddleback College, has been given a temporary increase in hours to 40 hours per week as Counseling Office Assistant, Categorical, Pos. #9038, effective June 1, 2016. Employment in this categorical funded position is contingent upon funding by the Student Success and Support Programs.

**H. CHANGE OF STATUS**

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- a. BROOK, RYAN, ID #015302, Administrative Assistant, Pos. #3524, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, is to be employed as Senior Administrative Assistant, Pos. #3541, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, Office of the President, Saddleback College, effective May 16, 2016. This is a replacement for Sherri Banes.
- b. CHAN, RICK, ID #019885, Senior Matriculation Specialist, Pos. #3501, Classified Bargaining Unit Salary Schedule Range 129, Step 3, plus 2% bilingual, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, has been granted a temporary District initiated transfer to Senior Matriculation Specialist, Pos. #9041, Classified Bargaining Unit Salary Schedule Range 129, Step 3, plus 2% bilingual, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, effective June 1, 2016 through June 30, 2016. This is a temporary transfer in accordance with Article 13.6 of the C.S.E.A. Contract.
- c. MARTIN, KAREN, ID #016466, Performing Arts Center Operations Manager, Pos. #4253, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year, Performing Arts Center, School of the Arts, Irvine Valley College, is to be employed as Development Associate, Technology and Donor and Alumni Development, Pos. #4665, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, Office of College Foundation, Irvine Valley College, effective May 19, 2016. This is a replacement for Denise Sonnenberg.
- d. WARNER, GREGORY, ID #020834, Police Officer, Pos. #4235, Classified Police Officers Association Bargaining Unit Salary Schedule Range II, Step 2, 24 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, has been granted a lateral transfer to Pos. #3172, Classified Police Officers Association Bargaining Unit Salary Schedule Range II, Step 2, 40 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, effective June 6, 2016. This is a replacement for Keith Prinzing.

**I. OUT OF CLASS ASSIGNMENTS**

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Costanzo, Marina	Senior Accounting Specialist	131/1	25	05/02/2016
Feliciano, Luis	Lead Electrician	134/4	40	04/25/2016
Nunez, Maria	Outreach Assistant	131/5	40	04/25/2016
Orlando, Karen	Development Associate	138/1	40	04/18/2016

**I. OUT OF CLASS ASSIGNMENTS - Continued**

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Alba, Daniel	Lead Custodian	119/4	40	05/23/2016
Dai, Fariba	Sr. Matriculation Specialist	127/6	40	06/06/2016
Nutting, Patricia	Sr. Administrative Assistant	127/1	29	04/19/2016

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

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Munoz, Marina	Program Assistant, Categorical	118/3	40	06/27/2016
Nunez, Maria	Senior Administrative Assistant	127/6	40	05/09/2016
Orlando, Karen	Development Assistant II	131/4	40	05/19/2016

4. SADDLEBACK COLLEGE returned the following permanent Classified Bargaining Unit employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Alba, Daniel	Custodian	113/6	40	06/13/2016
Davila, Judy	Program Assistant, Categorical	118/6	20	04/18/2016
DeLaO, Edward	Grants Analyst	138/6	40	07/01/2016

**J. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. PEDRAZA, FAIZAL, ID #019246, Custodian, Pos. #1268, Office of Physical Plant, Irvine Valley College, conclusion of employment effective May 18, 2016. Payment is authorized for any compensated time off. (Probationary Start date: June 15, 2016)
2. PROKOPIN, ADAM, ID #021622, Dispatcher/Records, Pos. #5080, Office of Campus Safety and Security, Irvine Valley College, resignation effective June 10, 2016. Payment is authorized for any compensated time off. (Probationary Start date: November 3, 2015)
3. SHIN, YOON, ID #019543, Accompanist, Pos. #4299, Music, School of the Arts, Saddleback College, resignation effective June 1, 2016. Payment is authorized for any compensated time off. (Permanent Start date: August 19, 2013)
4. WOODARD, STEPHEN, ID #004625, Groundskeeper, Pos. #2802, Advanced Technology and Education Park facility, Office of Physical Plant, Irvine Valley College, resignation effective July 4, 2016. Payment is authorized for any compensated time off. (Permanent Start date: September 11, 1991)

**K. VOLUNTEERS**

1. The following individuals are to be approved as Volunteers for the 2015/2016 and 2016/2017 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Atiyeh, Laith	Banarie, Talia	Brouillette-Janes, Khrystl
Castellon, Michelle	Cowart, Michael	Gardner, Sasha
Hayes, Joshua	Johnson, Sean	Le, Timothy
Lee, Eugenia	Maka, Brian	Mayeda, Lori
McDaniel, Dylan	McIntosh, Jadon	McIntosh, Timbrel

Advanced Technology and Applied Sciences, Saddleback College

Patel, Achyut	Ricca, Kally	Schwartz, Samantha
Sims, Angela	Thiart, Dean	Welch, Martha
Williams, Catherine		

Arts, Irvine Valley College

Audoma, Adrianna	Barbalace, Carolina	Broady, Brianna
Cable, Jazmine	Kephart, John	Kwack, Jessica
Lebeda, Robert	Leyva, Jennifer Jo	Loy, Robert
Smith, Lauren	Thurkettle, Jedediah	Zesati, Adrian

Fine Arts and Media Technology, Saddleback College

Agnew, Rosemary	Albert, Charlene	Beggs, Jennifer
Bennett, Barbara	Bennett, Kelly	Bergeson, Gary
Blackburn, James	Boyce, Anna	Boyer, Gary
Buchanan, Jeremy	Burgess, Karen	Cannella, Paulette
Carpenter, Zoey	Chisholm, Julie	Cortes, Jonathon
Crawford, Brenda	Davenport, Carole	Davenport, Roy
Davis, Sandra	Delauranty, Joe	Diehr, Steve
Duffy, John	Duffy, Sharon	Dumbadse, Ketino
DuPont-Moore, Isabelle	Edmonds, Annette	El Hasan, Mariam
Fersten, Faith	Flournoy, Craig	Flournoy, DeAnna
Flournoy, Ryan	Frost, Hannah	Gallina, Lia
Gallina, Shannon	Garrity, Claire	Gonzales, Gloria
Goodman, Bob	Goodman, Es	Gooya, Armin
Hamm, Kia	Harris, Shauna	Hatleberg, Greg
Hill, Meredith	Holsinger, Will	Hustrulid, Lynelle
Ingurgio, Nina	Johnson, Jill	Kalajian, Thomas
Kerns, Dana	Kincaid, Michael	Kukulski, Lindsey
Kupfrian, Annie	Kupfrian, Tom	Lambly, Lola
Lang-Stoffel, Donna	LeVander, Linda	LeVander, Mark
Lovell, Jacqueline	Ludwig, David	Lugh, Victoria
Mar, Mary	Marquez, Julie	Martin, Phoebe
McDonald, Leslie	McFadden, Shauna	Melvin, Kevin
Mendez, Jan	Mendez, Rolf	Miller, Cheri
Miller, Robin	Milligan, Jeffrey	Mooring, Donald
Moreno, Edgar	Naimo, Jack	Nelson, Paul

**K. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the 2015/2016 and 2016/2017 academic years.

Fine Arts and Media Technology, Saddleback College

Olandj, Shadie	Olge, Jeannette	Osako, Malia
Osako, Sherrie	Parsae, Tina	Perez, Anthony
Poizner, Michael	Pollocie, Norm	Preusse, Rick
Qualdieri, Philip	Radvinsky, Rachel	Reilly, John
Reyes, Adrian	Ritenour, Rachelle	Savenye, Robert
Schreiber, Bruce	Shevchuk, Benjamin	Sosa, Marge
Stoffel, H. Ronald	Stokesberry, Ken	Strong, Susan
Swope, Steven	Taylor, Jeff	Thompson-Burdick, Wendy
Thornton, Donna Jo	Vallejo, Mark	Vallejos, Antoinette
Van Winkle, Norm	Weaver, Wynn	Wells, Lisa
Williams, Adam	Wilson, Cleve	Workun, Helen
Young, Lynn	Zheng, Erika	Zimbalist, Jacqueline

Guidance and Counseling, Irvine Valley College

Anaya, Tanya	Bui, Annette	Rogers, Ken
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Humanities and Languages, Irvine Valley College

Aiko, Okuzono	Guiotoko, Lisa	Nakajima, Megumi
Nakayama, Kokoro	Nomura, Sakiko	Ohtsuka, Nozomi
Sonoyama, Yoshie	Yamada, Sayuri	Yasuhara, Kana

Kinesiology, Health, and Athletics, Saddleback College

Paulele, Robert

Physical Sciences, Irvine Valley College

Eggert, Jeffrey

Social and Behavioral Sciences, Irvine Valley College

Callian, Ted	Mosqueda, Corinne
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## ATTACHMENT 1

South Orange County Community College District

### **CREATIVE SERVICES LEAD – JC #, Classified Bargaining Unit Salary Schedule Range 142**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### SUMMARY DESCRIPTION

Under direction from higher level supervisory or management staff, performs a variety of professional duties involved in creating high-level design strategies and concepts for Irvine Valley College's (IVC) visual identity in both print and digital; assists in the development of the College's marketing plan and related promotional materials; coordinates the production of various print and electronic publications and coordinates with the District's public affairs efforts when necessary; oversees all design and works closely with members of the marketing team and key internal constituents to ensure a cohesive, branded look and feel; organizes and coordinates staff in the effective development, production, and delivery of timely, consistent, and cost-effective communications; educates the campus community on how to apply branding guidelines; and provides schools and offices with the tools needed to ensure all communications reflect the image and core messages of the College.

#### REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Conceptualize and create marketing materials consistent with the IVC brand that communicate effectively; ensure a consistent IVC brand identity; assist and consult with marketing and creative services management staff on major marketing initiatives and strategic communication projects; review creative concepts and maintain the highest standards for quality and consistency; participate in overall marketing communications planning and contribute to an integrated marketing effort; lead creative discussions during project meetings and brainstorming sessions.
2. Maintain the IVC visual identity standards and revise and reissue to the College community as needed; develop, manage, and distribute core graphic elements, appropriate templates, and identity standards to the internal campus community; uphold brand strategy and maintain brand integrity across all projects; guide and educate departments on the visual identity; assist departments in balancing a desire for uniqueness with the strength of IVC's brand.
3. Provide overall project management and oversight from concept to completion for projects assigned to the creative team; provide art direction and guide in-house and contract graphic designers, copywriters, photographers, videographers, and other members of the creative team to complete creative assignments; lead, assign, and prioritize projects to staff; review work of creative team and ensure it is completed in a timely and cost efficient manner; provide art direction on large and small projects, photo shoots, and campaigns.
4. Serve as point of contact for creative project requests; in conjunction with marketing and creative services management staff, serve as an expert to the College community regarding publication requirements, design, costs, scheduling, and other concerns.
5. Assume responsibility for hands-on graphic design and creation of publications and marketing materials involving a high level of complexity; create visuals, graphics, marketing materials, and repurposed visual content for use in various publications and platforms; manage multiple print and digital design projects at once; ensure quality work from concept to completion.
6. Oversee the marketing and creative services office's use of visuals for all communications including print, web, social media, and video; oversee graphic designers' development of templates and infographics for the website, emails, and publications.

South Orange County Community College District  
Page 2 – Creative Services Lead

REPRESENTATIVE DUTIES

7. Stay informed of new design trends and visual elements that can be used to engage key audiences.
8. Work closely with external vendors to identify cost-saving production opportunities and ensure quality work within budget and on time.
9. Work in collaboration with marketing and creative services management staff to develop and maintain an annual work plan, creative production schedules, and budget for producing strategic print and electronic communications while ensuring both quality and efficiency and supporting the goals of the college.
10. Train and provide technical work direction for graphic personnel; schedule and review activities to ensure that work is completed in a timely and appropriate manner; provide or coordinate staff training.
11. Consult with staff to determine graphic design needs; assist in developing new procedures and implementing new systems to meet those needs.
12. Develop signage standards (interior, exterior, and digital) across the campus; consult and collaborate with the facilities staff to ensure proper adherence to standards.
13. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Advanced principles and practices of art direction, design, graphic composition, visual communication, advertising, marketing, illustration, and production.

Digital and traditional design.

Branded design, style guide creation, and brand management.

Typography, color theory, and design hierarchy.

Current expert knowledge and understanding of design software and other related programs.

Principles and practices of a marketing office.

Principles of lead supervision and training.

English usage, grammar, and punctuation.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Ability to:

Manage projects and production processes; manage multiple concurrent projects with varying priorities.

Plan and organize printing and graphic projects to ensure that quality products are completed in a timely and cost effective manner.

Independently execute the most difficult graphic design functions by using superior design skills.

Provide assistance to District staff in developing and designing printing and graphic needs.

Provide art direction to large and small projects, photo shoots, and campaigns.

Lead, organize, train, and review the work of staff.

Create, interpret, explain, and enforce marketing and creative services policies and procedures.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

South Orange County Community College District  
Page 3 – Creative Services Lead

EDUCATION AND EXPERIENCE GUIDELINES - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent of a Bachelor's degree from an accredited college or university with major course work in graphic design or closely-related field.

Experience:

Five years of recent increasingly responsible experience providing art direction and leading teams and projects in a full-service marketing agency, university, or comparable institution.

LICENSE OR CERTIFICATE:

Possession of a valid California driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; frequent interruptions and contact in person and on the telephone with staff and others; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with others; demanding timelines. At least minimal environmental controls are in place to ensure health and comfort.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Evaluative Criteria: Education: 20%; Experience: 30%; Knowledge: 50%

Finalized by Forsberg Consulting Services, April, 2016  
Approved by the Board of Trustees,

May 16, 2016

**ATTACHMENT 2**

South Orange County Community College District

**EXECUTIVE DIRECTOR FOR PUBLIC & GOVERNMENT AFFAIRS** – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 23

DEFINITION

To provide leadership in the short and long-range strategic planning and effective design, development and implementation of District-wide public and government affairs programs, including local, State of California and federal legislative and grants advocacy; comprehensive strategic marketing and communications for District Services; public information, governmental relations, community relations and media relations in consultation and coordination with the Board of Trustees, the Chancellor, the College Presidents, the District's and colleges' executive management staff and the colleges' public information, marketing and outreach communications staff; and build and strengthen relationships with constituencies and encourage investment in and support for advancing the mission of the District and its colleges.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Chancellor. Exercises functional and technical supervision over assigned technical, administrative support and clerical staff.

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

In coordination with the colleges, seek, develop and coordinate related grant funding and partnership opportunities to enhance and expand ATEP's programs and services; write proposals; and solicit and secure corporate, foundation and government agency funding and support.

Facilitate and prioritize the development of District and College state and federal legislative and grants advocacy initiatives with the Chancellor, College Presidents and Vice Chancellors.

Plan organize and supervise the work of state and federal lobbyists to advance the District's priorities and facilitate interaction between lobbyists and college and district administrative staff and the Board of Trustees.

Plan and manage State and federal advocacy efforts for members of the Board of Trustees, the Chancellor, College Presidents, Instructional and Student Services Vice Presidents, College Deans and students.

Seek, develop and advocate for state and federal grants funding and partnership opportunities to enhance and expand college programs and services and facilitate development of the Advanced Technology and Education Park (ATEP).

Represent the District, colleges and ATEP to local, County of Orange, State and federal governmental officials, educational organizations, non-profit, civic, business and commercial organizations and interact with their representatives as needed; attend college/campus participatory governance and collegiate committees and councils as requested to provide legislative and advocacy updates and collect input; and serve as primary district advocate for these activities.

South Orange County Community College District  
Page 2 - Executive Director for Public and Government Affairs

Plan, coordinate and facilitate legislative visits to Sacramento and Washington, DC, for Board of Trustees, Chancellor, College Presidents and other District and college leaders; research and prepare agendas, speaking notes, background analysis and relevant marketing materials for legislative visits.

Conduct legislative, State and federal agency visits to promote District and college initiatives, facilitate discussions and gain insight into opportunities for funding, policy or legislative priorities; and conduct federal briefings or special meetings as needed to bring awareness to the District and colleges.

Prepare monthly State and federal legislative updates for the Board of Trustees, and present legislative agenda items in public board meetings as requested.

Inform constituencies about State and federal policy, budget and legislative initiatives and provide opportunities for input and influence.

Prepare strategies for legislative, budget or policy support/oppose positions and advocate with legislators, staff and agencies; coordinate positions with relevant leadership organizations, other community colleges, four-year colleges and universities and business/industry to strengthen the District and colleges' influence.

Provide regular updates to Chancellor's Council and District and college administrators and managers via newsletters, intranet resources and email.

Work with County of Orange and State of California agencies to assist Board of Trustees and ensure compliance in trustee appointments and election processes; facilitate nominations and supporting materials for awards and recommend leadership opportunities that promote the image and increase District involvement in regional, State and federal organizations.

Plan, coordinate and manage relationships and initiatives with lobbyists, attorneys, economic development consultants, research entities and other contractors to oversee special projects related to redistricting, basic aid advocacy, socioeconomic impact, environmental scans, economic development and protect the district in legal matters related to public information, media or education law.

Develop and maintain the District's government relations program; track, review and monitor pending State and federal legislation that impacts the District; prepare legislation analysis for review by the Board of Trustees, the Chancellor, College Presidents and District and College personnel; recommend legislation which could benefit the District and its constituencies.

Maintain current knowledge of new and pending legislation related to State and federal community college district financing, facilities construction and maintenance, public safety, public procurement, human resources, labor relations, instruction, student services and other areas affecting the District.

Prepare the Board's approved legislative positions and forward to appropriate parties in a timely manner; attend legislative hearings and meetings as needed and present Board positions in person or in writing; maintain an active liaison with appropriate government agencies and national organizations; maintain a cooperative relationship with legislators, legislative staff and other community college districts' staff as a member of the Orange County Legislative Task Force.

Serve as community college liaison to regional advocacy groups, representing the District and County community colleges in joint higher education advocacy initiatives with other colleges and universities and facilitate marketing efforts in consultation with District and college leadership to support these initiatives.

South Orange County Community College District  
Page 3 - Executive Director for Public and Government Affairs

Promote the mission and major policy directives, views and program initiatives of the Chancellor and the Board of Trustees; assist the Chancellor in preparation of information for the Board of Trustees; prepare District resolutions of recognition by the Board; write policy and management directive fact sheets; and create newsletters, flyers, e-mail updates, articles and strategic communications for the Board of Trustees, Chancellor and Vice Chancellors.

Serve as primary District spokesperson and principal contact with media representatives; develop and maintain close working relationships with administration, faculty and staff throughout the District and consult with them, as appropriate.

Plan, organize and present public and local presentations, informational documents, sessions and also for public hearings to gather input and direction for the development of the district/ATEP site.

Attend meetings of the Chancellor's Executive Council, other governance bodies and local, State and national groups as appropriate; participate on committees, task forces and work groups as needed; represent ATEP to governmental officials, educational organizations, non-profit, civic, business and commercial organizations and interact with their representatives as needed; attend college/campus shared governance and collegiate committees and councils to provide ATEP updates, collect input and serve as primary district liaison.

Determine the education and training needs of business and industry by actively seeking and developing new markets, identifying and prioritizing opportunities for growth, and improving current services all in coordination with the colleges and District; and build cooperative relationships with current and potential customers.

Serve as primary District liaison and principal contact for researching, compiling and disseminating information for all District public records requests, such as salary disclosures, pension funding, employee investigations, labor compliance, budget transactions and other information concerning the conduct of the people's business.

Assist members of the public and District and college personnel to ensure focused and effective public records requests; identify records subject to public disclosure and any costs or exemptions associated with providing these records; and weigh the public's right to information against the right to privacy.

Work with the Chancellor, District and college leadership, legal counsel and other subject matter experts to ensure compliance with the State and federal public records acts, privacy laws and education law requirements; and maintain records and archives for all public records requests.

Prepare speeches, speaking points, position papers and other written materials for the Board of Trustees and Chancellor.

Develop standards for and support preparation and publication of all information intended for off-campus distribution about the District and its colleges; supervise the preparation of all District print and electronic materials for recruitment, marketing, outreach, advocacy or other promotional efforts, including brochures, newsletters and annual reports; and manage content, graphic design, printing and distribution for these publications.

Plan, coordinate and direct District special events.

South Orange County Community College District  
Page 4 - Executive Director for Public and Government Affairs

Develop and maintain an internal communication program to keep District employees informed of news, events and accomplishments; and establish, develop and manage the District's public internet website and oversee content for SharePoint intranet sites.

Arrange and participate in workshops, seminars, special events, and other activities with representatives of local, civic, service, business/industry and educational organizations and/or groups to enhance the image and to promote the programs and services of the District and its colleges.

Provide District/college speakers for community groups and organizations; expand on and establish new contacts with a cross-section of community, education, professional, business, civic, and other public interest organizations.

Provide photography services as needed to support the colleges, including commencement and other special events; and archive and maintain photography library; ensure news photographs are taken at various District events, including Board of Trustee meetings.

Develop news coverage of Board initiatives and actions and Chancellor's office activities; facilitate interviews for TV, radio or print media for Board of Trustees and Chancellor; and prepare interview materials and speaking points as needed.

Maintain close liaison with print, radio, television and electronic media, advising them regarding stories of interest and feature articles; prepare appropriate press releases, and host news staff at various meetings with the District and colleges, as appropriate.

Maintain archives of legislation, District publications, promotional material, news articles and general District and community college system information and statistics.

Work with and assist the Chancellor in setting and achieving the Board of Trustees and District goals and objectives, developing and implementing plans and programs which assist the District in meeting the educational needs of its colleges and community.

Participate in Chancellor's Council to advise the Chancellor on Board docket items and management issues involving the programs and services of the District, including recommendations for new or revised policies and procedures; attend and chair District, regional and state committees, task forces and other meetings as required.

Represent the Chancellor and the District at local, regional, State or national meetings, workshops and conferences; serve as District representative on related committees and commissions as appropriate; and maintain liaison with appropriate government agencies and professional organizations.

Research, compile and analyze data for special projects; assure proper protocol, inclusion and timely preparation, maintenance and distribution of reports and records as required by federal State, local and District regulations; inform the Chancellor and other District staff of the status of assigned functions, programs and services.

Serve as a resource on the colleges' accreditation steering committees, assist Chancellor, Board of Trustees and Vice Chancellors in preparing documentation for accreditation reports; and serve as a resource for accreditation visits and compliance measures.

South Orange County Community College District  
Page 5 - Executive Director for Public and Government Affairs

Train, guide, supervise, support and evaluate the performance of assigned administrative, classified and contract personnel, such as web designer, state and federal advocates, lobbyists, and other subject matter consultants; delegate, monitor, review and evaluate contracts, assignments and projects; establish and monitor timelines and prioritize work; establish clear expectations for annual planning objectives and evaluate performance, work products and results; interview, select and recommend hiring of employees; recommend transfers, reassignment, termination and disciplinary action; motivate staff and resolve conflicts; and supervise cost centers for assigned areas.

Work directly with outside entities to support the development of the ATEP site and related planning including but not limited to: the City of Tustin, County of Orange, US Department of Navy, California Community College Chancellors Office, and other California and national regulatory agencies; engage with outside firms like the Orange County Business Council to assist and support ATEP planning efforts at the colleges;

Perform other related duties as assigned.

### QUALIFICATIONS

#### EDUCATION AND EXPERIENCE GUIDELINES:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

Bachelor's Degree from an accredited four-year college or university, preferably in public relations, journalism, communications, marketing or closely related field. A Master's Degree in a related field is desirable.

#### Experience:

At least five years of increasingly responsible professional experience in communication, public or government affairs, community relations, marketing, advertising or directly related experience. Related experience in a California Community College or other educational or governmental agency is preferred.

#### LICENSES AND OTHER REQUIREMENTS:

A valid California driver's license.

#### Knowledge of:

Capabilities of computer applications, systems and hardware used in the field of public and government affairs.

Critical issues and problems affecting community colleges.

District organization, operations, programs, policies, procedures, philosophy, mission, goal and objectives. English usage, grammar, composition, vocabulary, spelling and punctuation.

Legislative process at the local, State, and national levels.

Local, State and federal news, ordinances, and codes affecting a community college.

Local, State and national newspaper, radio, television and other communications media resources.

Marketing strategies and techniques.

Methods and techniques of editing and news reporting.

Modern methods, techniques and equipment used in photography.



South Orange County Community College District  
Page 6 - Executive Director for Public and Government Affairs

Knowledge of:

Objectives and interests of legislative, political, professional, employee, student and business/industry organizations and community groups impacting the District and its colleges.  
Organization, functions, and inter-relationships of various operating units of the District and its colleges.  
Principles and practices of business administration, educational administration, strategic planning, public finance, and personnel administration.  
Principles and practices of public, government, community and media relations.  
Principles and practices of management and organization.  
Principles and practices of promotion, advertising, marketing and public opinion research.  
Principles and practices of training and supervision.  
Principles, practices and procedures of fundraising.  
Principles and techniques of desktop publishing, photography, interviewing, speech-writing, editing, and proofreading.  
Publication production processes.  
Research, statistical, and forecasting methods and techniques.  
Special events planning.  
Speechwriting.  
Techniques of news writing, editing, mass-producing and disseminating information, using all major communication media.

Ability to:

Analyze and evaluate sensitive situations accurately, using good judgment to determine public and government relations consequences and recommend effective courses of action.  
Anticipate conditions, plan ahead, establish priorities and meet schedules.  
Apply analytical techniques in the collection, summary and analysis of information for use by management in the decision making process.  
Chair committees and task forces.  
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.  
Demonstrate possession of strong writing skills.  
Determine solutions and formulate recommendations.  
Develop and evaluate data.  
Develop, prepare and administer assigned budget.  
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.  
Establish and maintain cooperative and effective working relationships with others including District personnel and those representing the media, government and public affairs.  
Establish and meet schedules and deadlines.  
Evaluate the public relations value of information.  
Exercise initiative, discretion, and critical judgment.  
Identify the characteristics of target audiences and determine the most effective communications techniques for reaching and motivating these groups.  
Independently plan, develop, coordinate, organize, implement direct and evaluate a comprehensive public affairs and governmental relations program.  
Interact with District personnel, students and the public in planning and conducting public relations activities.  
Learn the missions, goals and policies of the District, Board of Trustees and the Chancellor.  
Meet and greet the public with courtesy and tact.

South Orange County Community College District  
Page 7 - Executive Director for Public and Government Affairs

Ability to:

- Operate a computer, peripherals and appropriate software to perform work.
- Plan, implement and evaluate an effective District-wide public and government affairs program.
- Prepare effective reports, correspondence and presentations.
- Present information on a wide variety of subjects using the full array of written, oral, and visual formats and techniques.
- Present informative and persuasive concepts effectively, verbally and in writing.
- React independently and promptly to situations and events.
- Recognize critical elements of problems.
- Research and prepare newsworthy articles.
- Seek and achieve the understanding and support of individuals or groups with different or opposing points of view.
- Serve as District spokesperson on behalf of the Chancellor and the Board of Trustees.
- Set up and maintain web pages and maintain connectivity to the Internet.
- Set up, take, scan, download and edit digital and other photos for publication.
- Speak and write effectively.
- Train, motivate, develop, direct, supervise and evaluate the performance of others.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
- Understand and follow oral and written directions.
- Use a computer to edit and prepare articles for publication.
- Write, edit, and publish news releases, legislative analyses, articles and other informational materials.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent is subject to frequent contact with others, frequent interruptions, noise from talking or office equipment and demanding timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations inside and outside the District to attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, stoops, kneels or crouches to retrieve files; speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Evaluative Criteria: Education: \_\_%; Experience: \_\_%; Knowledge: \_\_%

Finalized by Marlys Grodt and Associate, May 16, 2016  
Approved by the Board of Trustees,

**ATTACHMENT 3**

South Orange County Community College District

**PROGRAM RESEARCH ANALYST, CATEGORICAL FUNDED – JC #267, Classified Bargaining Unit Salary Schedule Range 138**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction of assigned College President, District Director or designee, plans, conducts, and presents research and analysis of institutional data related to the development and assessment of College programs, services, activities, and enrollment patterns; and provides a variety of complex decision and planning support to assigned Administrator.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from similar classifications in that the position assigned to this class is categorically funded, not financed by District funds. This is an experienced, journey level classification requiring education and experience performing complex research and statistical analysis.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assist the Administrator in implementation of program or administrative unit reviews, institutional planning activities, accreditation processes, research studies and decision-making processes related to student success, support programs, and institutional effectiveness.
2. Coordinate procedures to ensure quality and integrity of data used for tracking, measurement, and planning purposes; validation and analysis of data submitted for required federal and state reporting; provide research support including data acquisition and analysis for enrollment management and planning.
3. Participate in activities designed to review and assess institutional effectiveness (Program Reviews); develop and create surveys applicable to subject or activity under review at the District; plan and implement survey schedules; collect, input, and process data from surveys; provide research and technical assistance to programs or units for the analysis, interpretation, and presentation of data in their final reports.
4. Participate in the analysis, report preparation, and dissemination of information/results related to statistical, demographic, and empirical studies; consult with administrators regarding research needs, current studies, results of research, and related matters; edit and review statistical information for accuracy and conformity to standards.
5. Develop and implement effective and sound survey instruments as determined by the administration, faculty, or staff for both required and investigative data trends analysis; collect and process data; analyze data and present results in comprehensive reports; assist leadership to access student demographic data as well as with data analysis for additional planning purposes.

South Orange County Community College District  
Page 2 – Program Research Analyst, Categorical Funded

6. Participate in the completion of a variety of state and federal reports and external surveys; write or provide technical and editorial assistance in the writing and publishing of special reports and publications; complete surveys as requested/required by external private or public agencies.
7. Provide the necessary research support to existing grants as required; provide research support for grant applications.
8. Coordinate with District Information Technology and other research and planning staff for the development and implementation of an accurate, effective and useful District information management system.
9. Coordinate with leadership for a District or College research agenda; edit and review statistical information for accuracy and conformity to standards; assist leadership with other specific research requirements including those for accreditation.
10. Operate computer and peripheral equipment including the technical aspects of current spreadsheet and database management software; utilize query programs to access mainframe data; download and transfer data as required for various projects.
11. Create, design, and maintain assigned office website; publish latest research information on site.
12. Maintain communication with various external research and planning agencies to ensure the College and District remains current with the latest trends in research and data acquisition for the community college system.
13. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Standard statistical procedures and research methods including those related to sampling, projections, significance, and distributions.

Principles and practices used in the development and implementation of survey instruments and techniques.

Data collection and coding methods.

Office procedures, methods, and equipment including operating characteristics of personal and mainframe computers, peripherals, and a variety of software applications including statistical, word processing, advanced spreadsheet, and database management applications.

Principles and procedures of complex data management and reporting.

Principles and practices of fiscal, statistical, and administrative report preparation.

Principles of business letter writing.

Oral and written communication skills.

Principles, practices, and procedures of record keeping.

Principles and practices used to establish and maintain files and information retrieval systems.

Work organization principles and practices.

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

Methods and techniques used in public relations.

South Orange County Community College District  
Page 3 – Program Research Analyst, Categorical Funded

Ability to:

Perform statistical research and analysis work of a specialized nature involving the use of independent judgment and personal initiative.

Analyze current and historical statistical data and develop sound, logical conclusions and recommendations. Assist in planning, organizing, and directing complex projects requiring multiple tasks and input from a variety of sources.

Develop and implement a comprehensive research design and methods with specific timelines.

Access, download, consolidate, and analyze data from District information systems.

Compile data and prepare and present administrative, analytical, and technical reports and recommendations.

Understand the organization and operation of the assigned program area as necessary to assume assigned responsibilities.

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.

Plan and organize work to meet schedules and changing deadlines.

Operate office equipment including personal and mainframe computers, peripherals, and supporting applications including advanced spreadsheet and database management systems used in data analysis, maintenance, and report preparation.

Utilize sophisticated survey development and data processing equipment and software.

Develop and implement online survey tools.

Adapt to changing technologies and learn functionality of new equipment and systems.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Work well in team situations and collaborate effectively with diverse groups of people.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business administration, economics, sociology, statistics, or a related field. A Master's degree is desirable.

Experience:

Two years of increasingly responsible experience in the collection, analysis, reporting, and presentation of research data.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

South Orange County Community College District  
Page 4 – Program Research Analyst, Categorical Funded

Environment:

Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with staff and others. At least minimal environmental controls are in place to assure health and comfort.

Physical:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Created by Forsberg Consulting Services, January, 2015  
Approved by the Board of Trustee on February 23, 2015  
Update Title Approved by Board of Trustees on:

Evaluative Criteria: Knowledge - 50%; Education - 30%; Experience - 20%

**TO:** Board of Trustees

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

**RE:** SOCCCD: 2016-2017 Full-Time Faculty Hiring Amendments - Irvine Valley College and Saddleback College

**ACTION:** Approval

---

### **BACKGROUND**

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). The Board approved the 2016-2017 full-time faculty hiring list on October 26, 2015, with authorization for recruitment through academic year 2017-2018.

### **STATUS**

Due to the retirement of the EOPS/CARE Counselor effective the end of the 2015-16 academic year, the IVC College President has reviewed the faculty hiring needs for the college and has submitted to the Chancellor his recommendation to amend the hiring list for 2016-2017 to add one (1) EOPS/CARE Counselor position in the School of Guidance & Counseling in order to fill the resulting vacancy.

As a result of the Student Success Act (SB1456), the demand at Saddleback College for counselors to meet with students to create semester-by-semester educational plans has increased significantly. The SC College President has reviewed the faculty hiring needs for the college and has submitted to the Chancellor his recommendation to amend the hiring list for 2016-2017 to add three (3) generalist counselors in the Division of Counseling Services to meet the increased demands.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve amendments to the 2016-2017 full-time faculty hiring lists to add one (1) EOPS/CARE Counselor position in the IVC School of Guidance & Counseling; and three (3) generalist counselors in the SC Division of Counseling Services. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the college president and approved by the Chancellor.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Adopt Resolution No. 16-18: Classified Employee/Position Layoff  
**ACTION:** Approval

---

**BACKGROUND**

As a result of lack of funds and/or lack of work, it is necessary to reduce two classified positions through layoff.

**STATUS**

The classified positions in Exhibit A shall be eliminated. Order of layoff shall be determined in accordance with the Education Code 88017 and the collective bargaining agreement as applicable.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 6-18 to approve the reduction and/or discontinuance of classified service shown in Exhibit A.



**South Orange County Community College District**

**GOVERNING BOARD  
RESOLUTION 16-18**

**CLASSIFIED LAYOFF RESOLUTION**

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified positions be eliminated, as of August 26, 2016 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Program Assistant, Categorical Enrollment Growth Grant Position ID# 6519 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>
<i>1</i>	<i>Admissions &amp; Records Evaluator, Categorical Enrollment Growth Grant Position ID# 6904 Saddleback College</i>	<i>25 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement (“Agreement”) between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoffs shall become effective on August 26, 2016 subject to negotiations to the extent required by law.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

**South Orange County Community College District**

**GOVERNING BOARD  
RESOLUTION 16-18 (continued)**

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 27<sup>th</sup> day of June, 2016 by the following vote.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

---

T.J. Prendergast III, Member

---

Marcia Milchiker, Member

---

Barbara J. Jay, Member

---

Terri Whitt, Member

---

Gary L. Poertner, Chancellor  
and Secretary to the Governing Board

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: List of Board Requested Reports  
**ACTION:** Information

---

### **BACKGROUND**

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. This report is intended to be a standing item on every board agenda, when appropriate, with old information dropped off and new requests added.

### **STATUS**

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Trustee Services.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
LISTING OF BOARD REPORTS REQUESTED**

<b>Date Report Requested</b>	<b>Report Topic</b>	<b>Board Member Requesting Report</b>	<b>Report Due Date</b>	<b>Report to be Submitted By:</b>	<b>Date Submitted to the Board of Trustees</b>
11/16/15	Active Shooter Preparations and Training at Saddleback College and Irvine Valley College	Trustee Whitt	February 2016	Tod Burnett and Glenn Roquemore	2-22-16
4/25/16	HR/Financial Software System (Workday) Project Update	Trustee Jemal	June 2016	Debra Fitzsimons	6-27-16

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: Annual Accreditation Reports

**ACTION:** Information

---

### **BACKGROUND**

In accordance with the normal accreditation process, the colleges are required to submit an annual report to the Accrediting Commission for Community and Junior Colleges.

### **STATUS**

Both Saddleback College and Irvine Valley College have prepared their Annual Accreditation Reports, which were submitted to the Accrediting Commission for Community and Junior Colleges by the March 31 deadline. The Saddleback College Annual Report is provided as Exhibit A. The Irvine Valley College Annual Report is provided as Exhibit B.



**2016 Annual Report  
REVIEW**

Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

**General Information**

#	Question	Answer
1.	Confirm logged into the correct institution's report	Confirmed
2.	Name of individual preparing report:	Juan Avalos
3.	Phone number of person preparing report:	949-582-4566
4.	E-mail of person preparing report:	javalos@saddleback.edu
5a.	Provide the URL (link) from the college website to the section of the college catalog which states the accredited status with ACCJC:	<a href="http://www.saddleback.edu/uploads/cc/intro.pdf">http://www.saddleback.edu/uploads/cc/intro.pdf</a>
5b.	Provide the URL (link) from the college website to the colleges online statement of accredited status with ACCJC:	<a href="http://www.saddleback.edu/">http://www.saddleback.edu/</a>
6.	Total unduplicated headcount enrollment:	Fall 2015: 25,960 Fall 2014: 25,594 Fall 2013: 26,410
7.	Total unduplicated headcount enrollment in degree applicable credit courses for fall 2015:	19,140
8.	Headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements) for fall 2015:	2,450
9.	Number of courses offered via distance education:	Fall 2015: 227 Fall 2014: 199 Fall 2013: 192
10.	Number of programs which may be completed via distance education:	5
11.	Total unduplicated headcount enrollment in all types of Distance Education:	Fall 2015: 8,819 Fall 2014: 8,129 Fall 2013: 8,041
12.	Total unduplicated headcount enrollment in all types of Correspondence Education:	Fall 2015: 0 Fall 2014: 0 Fall 2013: 0
13.	Were all correspondence courses for which students enrolled in fall 2015 part of a program which leads to an associate degree?	n/a

**Student Achievement Data**

#	Question	Answer															
14a.	What is your Institution-set standard for successful student course completion?	74.17 %															
14b.	Successful student course completion rate for the fall 2015 semester:	72.91 %															
15.	<p>Institution Set Standards for program completion: While institutions may determine the measures for which they will set standards, most institutions will utilize this measure as it is core to their mission. For purposes of definition, certificates include those certificate programs which qualify for financial aid, principally those which lead to gainful employment. <i>Completion of degrees and certificates is to be presented in terms of total numbers. Each student who receives one or more certificates or degrees in the specified year may be counted once.</i></p> <table border="1"> <tr> <td>a.</td> <td>If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?</td> <td>2820</td> </tr> <tr> <td>b.</td> <td>If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?</td> <td>1352</td> </tr> <tr> <td>c.</td> <td>If you have separate institution-set standards for certificates, what is your institution-set standard for the number of student completion of certificates, per year?</td> <td>2620</td> </tr> </table>		a.	If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?	2820	b.	If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?	1352	c.	If you have separate institution-set standards for certificates, what is your institution-set standard for the number of student completion of certificates, per year?	2620						
a.	If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?	2820															
b.	If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?	1352															
c.	If you have separate institution-set standards for certificates, what is your institution-set standard for the number of student completion of certificates, per year?	2620															
16a.	Number of students (unduplicated) who received a certificate or degree in the 2014-2015 academic year:	2,582															
16b.	Number of students who received a degree in the 2014-2015 academic year:	1,259															
16c.	Number of students who received a certificate in the 2014-2015 academic year:	2,382															
17a.	If your college has an institution-set standard for the number of students who transfer each year to 4-year colleges/universities, what is it?	4,077															
17b.	Number of students who transferred to 4-year colleges/universities in 2014-2015:	3,915															
18a.	Does the college have any certificate programs which are not career-technical education (CTE) certificates?	Yes															
18b.	If yes, please identify them:	3 Certificates of Completions (ESL) and 1 GE Transfer Certificate															
19a.	Number of career-technical education (CTE) certificates and degrees:	160															
19b.	Number of CTE certificates and degrees which have identified technical and professional competencies that meet employment standards and other standards, including those for licensure and certification:	131															
19c.	Number of CTE certificates and degrees for which the institution has set a standard for licensure passage rates:	6															
19d.	Number of CTE certificates and degrees for which the institution has set a standard for graduate employment rates:	9															
20.	<p>2013-2014 examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study:</p> <table border="1"> <thead> <tr> <th>Program</th> <th>CIP Code 4 digits (##.##)</th> <th>Examination</th> <th>Institution set standard (%)</th> <th>Pass Rate (%)</th> </tr> </thead> <tbody> <tr> <td>Nursing</td> <td>51.38</td> <td>national</td> <td>90 %</td> <td>94 %</td> </tr> <tr> <td>Paramedic</td> <td>51.09</td> <td>national</td> <td>90 %</td> <td>99 %</td> </tr> </tbody> </table>		Program	CIP Code 4 digits (##.##)	Examination	Institution set standard (%)	Pass Rate (%)	Nursing	51.38	national	90 %	94 %	Paramedic	51.09	national	90 %	99 %
Program	CIP Code 4 digits (##.##)	Examination	Institution set standard (%)	Pass Rate (%)													
Nursing	51.38	national	90 %	94 %													
Paramedic	51.09	national	90 %	99 %													

	EMT	51.08	national	60 %	63 %
	Cosmetology	12.04	state	75 %	76.5 %
	Medical Lab Technician	51.10	national	90 %	100 %
	Phlebotomy	51.10	national	76 %	93 %

21.	2013-2014 job placement rates for students completing certificate programs and CTE (career-technical education) degrees:			
	Program	CIP Code 4 digits (###.##)	Institution set standard (%)	Job Placement Rate (%)
	Administrative Medical Assistant	51.07	60 %	68.4 %
	Alcohol and Drug Studies	51.15	60 %	66.7 %
	Cinema	50.06	50 %	50 %
	Clinical Medical Assistant	51.08	60 %	77.3 %
	Cosmetology	12.04	55 %	66.7 %
	Early Childhood Teacher	13.12	60 %	64.4 %
	Horticulture	01.06	60 %	41.7 %
	Registered Nurse	51.38	80 %	82.4 %

22.	Please list any other institution set standards at your college:		
	Criteria Measured (i.e. persistence, starting salary, etc.)	Definition	Institution set standard

23.	Effective practice to share with the field: Describe examples of effective and/or innovative practices at your college for setting institution-set standards, evaluating college or programmatic performance related to student achievement, and changes that have happened in response to analyzing college or program performance (1,350 character limit, approximately 250 words).	
	<p>The College developed institution-set standards for three metrics in the annual report: course completion rate, completed awards/certificates and annual transfers. In 2013-14, three approaches to standard development were presented and discussed by the Academic Senate, the college Educational Planning and Assessment Committee, the VPI Council (consisting of instructional deans and academic and classified administrators), the broader college management team, and the Consultation Council (main planning and decision making body at the college). This dialogue led to the adoption of the standards presented in this report. Currently, the standards for all three metrics are set by adding the three year standard deviation to the most current year of data. The College is now able to examine its performance in comparison to other statistically similar colleges as well as examine its performance over time. For the institution-set standards regarding licensure exam pass rates and job placement rates, the subject area experts set the percentages based on dialogue within their departments.</p>	

**Student Learning Outcomes and Assessment**

Note: Colleges were expected to achieve the proficiency level of Student Learning Outcomes assessment by fall 2012. At this time, colleges are expected to be in full compliance with the Accreditation Standards related to student learning outcomes and assessment. All courses, programs, and student and learning support activities of the college are expected to have student learning outcomes defined, so that ongoing assessment and other requirements of Accreditation Standards are met across the institution. In completing the 2016 Annual Report, please refer to the revised Accreditation Standards adopted June 2014.

#	Question	Answer	
24.	Courses		
	a.	Total number of college courses:	1711
	b.	Number of college courses with ongoing assessment of learning outcomes	1711
		Auto-calculated field: percentage of total:	100



25.	Programs	
	a.	Total number of college programs (all certificates and degrees, and other programs as defined by college): 250
	b.	Number of college programs with ongoing assessment of learning outcomes: 249
		Auto-calculated field: percentage of total: 99.6
26.	Student and Learning Support Activities	
	a.	Total number of student and learning support activities (as college has identified or grouped them for SLO implementation): 17
	b.	Number of student and learning support activities with ongoing assessment of learning outcomes: 15
		Auto-calculated field: percentage of total: 88.2
27.	URL(s) from the college website where prospective students can find SLO assessment results for instructional programs:	<a href="https://www.saddleback.edu/epa/student-learning-outcomes-and-administrative-unit-outcomes">https://www.saddleback.edu/epa/student-learning-outcomes-and-administrative-unit-outcomes</a>
28.	Number of courses identified as part of the general education (GE) program:	305
29.	Percent of GE courses with ongoing assessment of GE learning outcomes:	100 %
30.	Do your institution's GE outcomes include all areas identified in the Accreditation Standards?	Yes
31.	Number of GE courses with Student Learning Outcomes mapped to GE <i>program Student Learning Outcomes</i> :	263
32.	Number of Institutional Student Learning Outcomes defined:	16
33.	Percentage of college instructional programs and student and learning support activities which have Institutional Student Learning Outcomes mapped to those programs (courses) and activities (student and learning support activities).	100 %
34.	Percent of institutional outcomes (ILOs) with ongoing assessment of learning outcomes:	100 %
35.	<p>Effective practice to share with the field: Describe effective and/or innovative practices at your college for measuring ILOs, documenting accomplishment of ILOs in non-instructional areas of the college, informing college faculty, staff, students, and the public about ILOs, or other aspects of your ILO practice (1,350 character limit, approximately 250 words).</p> <div style="border: 1px solid black; padding: 5px;"> <p>Saddleback College currently approaches assessment of ILOs from three directions. (1) SLOs (Courses) are mapped to PSLOs (Programs), which are mapped to ISLOs (Institution Student Learning Outcomes) in TracDat. (2) Saddleback College is instituting a useful evaluation of ISLOs by way of ePortfolios. An ePortfolio is a student's web page/site used to document his or her experiences and accomplishments relative to ISLOs. Students report on (instructor identified) significant assignments that relate specifically to one or more ISLOs; students also reflect on those assignments. They also report on accomplishment of ISLOs that they have attained through non-classroom experiences, such as volunteering, field trips, exchange student programs, and so forth. 3) Saddleback is currently piloting the use of CLA+ for external validation of student attainment of ISLOs. The pilot will conclude at the end of the current semester, Spring 2016. 4) In 2013-2014, The Educational Planning and Assessment (EPA) Team received a grant to participate in the Degree Qualification Profile project, which is sponsored by the Accrediting Commission for Community Junior Colleges (ACCJC) and supported by Lumina Foundation and the National Institute for Learning Outcomes Assessment.</p> </div>	
<p><b>Each of the following narrative responses is limited to 250 words. As you develop your responses, please be mindful of success stories that can be reported in the last question of this section. We look forward to including this information from colleges in our report to the Commission and the field in June.</b></p>		

36.	<p>Please discuss alignment of student learning outcomes at your institution, from institutional and course to program level. Describe your activities beyond crosswalking or charting all outcomes to courses in a program (often called "mapping"), to analysis and implementation of alignment in the planning of curriculum and delivery of instruction. Discuss how the alignment effort has resulted in changes of expected outcomes and/or how students' programs of study have been clarified. Note whether the described practices apply to all instructional programs at the college (1,350 character limit, approximately 250 words).</p> <div data-bbox="354 327 1330 709" style="border: 1px solid black; padding: 5px;"> <p>Alignment of course to program to institutional level content and goals occurs at several points in the curriculum and delivery of instruction processes. For example, during the course idea generation and course proposal process, and in addition to analysis of academic and market labor shifts, emerging fields and industries, advisory board recommendations, and a host of other information sources, the fit of the course, its content, methods, and outcomes is reviewed in the context of program and institutional outcomes/goals. This happens in the department/program level of curriculum development, as well as during the College's curriculum review process. A major component of this process occurs during Program Review, when the program planning and implementation teams review and report on the effectiveness of their courses and how the courses contribute to the program and to the institution's mission. Examination of curriculum and planning for curriculum revision or development are part of the Program Review process. All programs are required to complete Program Review. The role of this alignment in the delivery of instruction is becoming more visible as the College unfolds its work on ePortfolios. As professional development on ePortfolios and ISLOs increases, the awareness of the direct alignment of student learning increases.</p> </div>
37.	<p>Describe the various communication strategies at your college to share SLO assessment results for usage by internal and external audiences. Explain how communications take into account how the information is expected to influence the behavior or decisions of particular audiences. Discuss how communication of student learning outcomes assessment information and results impacts student behavior and achievement (1,350 character limit, approximately 250 words).</p> <div data-bbox="354 877 1330 1268" style="border: 1px solid black; padding: 5px;"> <p>The first wave of communication regarding SLO results happens each year within each department or program when faculty meet to review the SLO results for a program's courses. Discussion is held regarding why the particular results were obtained as well as regarding the potential or recommended use of results. The Professional Development Week held at the beginning of each semester includes various SLO topics that take into consideration levels of understanding and implementation that vary due to addition of new faculty, increasing part-time faculty assignments, improvements in SLO reporting, and so forth. SLO results are shared with the external community through reports accessible through the EPA web page. One report is an annual listing of attainment of course-level SLOs. Moving forward, SLOs will also be housed in CurricUNET, where we currently house all of our course objectives. This important step forward allows all internal and external audiences access to our SLOs, and it guides our college effort to make a clear distinction between course outcomes and course objectives. We have also upgraded TracDat, where we currently house all of our SLOs. By fine tuning TracDat, we will more accurately capture SLO assessment data as well as identify appropriate reporting years and we will be able to flag DE sects and GE courses.</p> </div>
38.	<p>Explain how dialog and reporting of SLO assessment results takes place at the departmental and institutional levels. Note whether practices involve all programs at the college. Illustrate how dialog and reporting impact program review, institutional planning, resource allocation, and institutional effectiveness (1,350 character limit, approximately 250 words).</p> <div data-bbox="354 1402 1330 1793" style="border: 1px solid black; padding: 5px;"> <p>Dialog and reporting of SLO assessment results informs and motivates several department and institutional decisions, including: course revision or development, curriculum design, organization and maintenance of facilities, determination of technological and marketing needs, evaluation of student success and re-organization of college governance, goals, values, and strategic directions. Dialogs about SLO assessment results, which are obtained on the course, program, and institutional level, inspire significant campus collaborations, such as our Student ePortfolio pilot, Student Success Initiative, Online Educator Program, the expansion of our Curriculum Team, mentorship and tutoring groups. The SLOs that each program's department chair collects, documents, and shares with the campus community are incorporated into Saddleback's decision making by way of our SLO, PR, and Resource Allocation processes. Each department chair documents SLOs, results, and use of results in Tracdat, the software we use to store SLO/AUOs, PR/AURs and Resource Allocation Requests. This data correlates with the Objectives and Action Steps that each department later uses for PRs and Resource Allocation Requests. PR/AUR authors are also required to develop a narrative that includes examples of SLO results that led that led to institutional effectiveness.</p> </div>
39.	<p>Please share with us two or three success stories about the impacts of SLO practices on student learning, achievement, and institutional effectiveness. Describe the practices which led to the success (1,350 character limit, approximately 250 words).</p> <div data-bbox="354 1906 1330 1942" style="border: 1px solid black; height: 17px;"></div>

The following examples represent a wide range of uses and practices of SLO results by faculty at the college. From 2014-2015 survey: We are improving communication with our part time faculty to ensure participation and cooperation. Electronic Technology and Computer Maintenance Technology used SLO data to support their request for newer lab equipment, which was purchased in the subsequent year. Nursing has used the SLOs to request for and obtain resources like simulation equipment and a Lab Tech for simulation because it has become an essential part of the nursing student's education. We have modified our criteria for admission and readmission to the program. We have made several changes to courses, including readings, assignments and increasing the use of active learning strategies. The English Department holds an SLO-focused professional development meeting twice yearly during professional development week. The department has completely revamped two courses (ENG 1A and ENG 200) since the last accreditation and is currently in the process of evaluating and revamping ENG 300. Fine/Liberal Arts is using the results to research further into new forms of evaluation for noncredit courses. For Accounting, course delivery was a discussion with most faculty and a train the trainer book was provided to each Faculty member to use.

**Substantive Change Items**

**NOTE: These questions are for monitoring purposes only and do not replace the ACCJC substantive change approval process. Please refer to the Substantive Change Manual regarding communication with the Commission.**

#	Question	Answer
40.	Number of submitted substantive change requests:	2014-2015: 0 2013-2014: 0 2012-2013: 0
41a.	Is the institution anticipating a proposal for a substantive change in any of the following change categories? (Check all that apply)	Change in sites offering 50% or more of a program, certificate, or degree Delivery mode (Distance Education or Correspondence Education)
41b.	Explain the change(s) for which you will be submitting a substantive change proposal:	In reviewing and improving our program offerings, these changes were necessary.

**Other Information**

#	Question	Answer
42a.	Identify site additions and deletions since the submission of the 2015 Annual Report:	N/A
42b.	List all instructional sites other than the home campus where 50% or more of a program, certificate, or degree is offered:	N/A
43.	List all of the institutions instructional sites out of state and outside the United States:	N/A

Go To Question #:

The Annual Report must be certified as complete and accurate by the CEO (Dr. Tod Burnett). Once you have answered all the questions, you may send an e-mail notification to the CEO that the report is ready for certification.

Only the CEO may submit the final Annual Report.



**2016 Annual Report  
Final Submission**  
03/30/2016

Irvine Valley College  
5500 Irvine Center Drive  
Irvine, CA 92618

**General Information**

#	Question	Answer
1.	Confirm logged into the correct Institution's report	Confirmed
2.	Name of individual preparing report:	Craig Hayward
3.	Phone number of person preparing report:	(949) 451-5788
4.	E-mail of person preparing report:	chayward@ivc.edu
5a.	Provide the URL (link) from the college website to the section of the college catalog which states the accredited status with ACCJC:	<a href="http://www.ivc.edu/catalog/Documents/catalog2015/Introduction.pdf">http://www.ivc.edu/catalog/Documents/catalog2015/Introduction.pdf</a>
5b.	Provide the URL (link) from the college website to the colleges online statement of accredited status with ACCJC:	<a href="http://accreditation.ivc.edu/Pages/default.aspx">http://accreditation.ivc.edu/Pages/default.aspx</a>
6.	Total unduplicated headcount enrollment:	Fall 2015: 14,612 Fall 2014: 14,498 Fall 2013: 14,964
7.	Total unduplicated headcount enrollment in degree applicable credit courses for fall 2015:	12,719
8.	Headcount enrollment in	2,813

	pre-collegiate credit courses (which do not count toward degree requirements) for fall 2015:	
9.	Number of courses offered via distance education:	Fall 2015: 129 Fall 2014: 110 Fall 2013: 98
10.	Number of programs which may be completed via distance education:	17
11.	Total unduplicated headcount enrollment in all types of Distance Education:	Fall 2015: 4,328 Fall 2014: 3,619 Fall 2013: 3,318
12.	Total unduplicated headcount enrollment in all types of Correspondence Education:	Fall 2015: 0 Fall 2014: 0 Fall 2013: 0
13.	Were all correspondence courses for which students enrolled in fall 2015 part of a program which leads to an associate degree?	n/a

**Student Achievement Data**

#	Question	Answer									
14a.	What is your Institution-set standard for successful student course completion?	72%									
14b.	Successful student course completion rate for the fall 2015 semester:	72.6%									
15.	<p>Institution Set Standards for program completion: While institutions may determine the measures for which they will set standards, most institutions will utilize this measure as it is core to their mission. For purposes of definition, certificates include those certificate programs which qualify for financial aid, principally those which lead to gainful employment. Completion of degrees and certificates is to be presented in terms of total numbers. Each student who receives one or more certificates or degrees in the specified year may be counted once.</p> <table border="1"> <tr> <td>a.</td> <td>If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?</td> <td>850</td> </tr> <tr> <td>b.</td> <td>If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?</td> <td>770</td> </tr> <tr> <td>c.</td> <td></td> <td>100</td> </tr> </table>		a.	If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?	850	b.	If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?	770	c.		100
a.	If you have an institution-set standard for student completion of degrees and certificates combined, per year, what is it?	850									
b.	If you have separate institution-set standards for degrees, what is your institution-set standard for the number of student completion of degrees, per year?	770									
c.		100									

	If you have separate institution-set standards for certificates, what is your institution-set standard for the number of student completion of certificates, per year?			
16a.	Number of students (unduplicated) who received a certificate or degree in the 2014-2015 academic year:	913		
16b.	Number of students who received a degree in the 2014-2015 academic year:	808		
16c.	Number of students who received a certificate in the 2014-2015 academic year:	127		
17a.	If your college has an institution-set standard for the number of students who transfer each year to 4-year colleges/universities, what is it?	2,000		
17b.	Number of students who transferred to 4-year colleges/universities in 2014-2015:	2,434		
18a.	Does the college have any certificate programs which are not career-technical education (CTE) certificates?	Yes		
18b.	If yes, please identify them:	CSU Breadth & IGETC Certification (transfer-oriented certificates)		
19a.	Number of career-technical education (CTE) certificates and degrees:	47		
19b.	Number of CTE certificates and degrees which have identified technical and professional competencies that meet employment standards and other standards, including those for licensure and certification:	0		
19c.	Number of CTE certificates and degrees for which the institution has set a standard for licensure passage rates:	0		
19d.	Number of CTE certificates and degrees for which the institution has set a standard for graduate employment rates:	47		
20.	2013-2014 examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study:			
	<b>Program</b>	<b>CIP Code 4 digits (##.##)</b>	<b>Examination</b>	<b>Institution set standard (%)</b>
				<b>Pass Rate (%)</b>
21.	2013-2014 job placement rates for students completing certificate programs and CTE (career-technology education) degrees:			
	<b>Program</b>	<b>CIP Code 4 digits (##.##)</b>	<b>Institution set standard (%)</b>	<b>Job Placement Rate (%)</b>
	Accounting, AS	52.03	70 %	75 %
	Accounting, Certificate of Achievement	52.03	70 %	79 %
	Computerized Accounting, Certificate of Proficiency	52.03	70 %	89 %
	Child Development, AS	19.07	70 %	91 %
	Financial Accounting, Certificate of Proficiency	52.03	70 %	86 %
	Payroll, Certificate of Proficiency	52.03	70 %	75 %
	Income Tax, Certificate of Proficiency	52.15	70 %	90 %
	Spreadsheets, Certificate of Proficiency	11.03	40 %	52 %
	Paralegal Studies, Certificate of Proficiency	22.03	70 %	100 %
22.	Please list any other institution set standards at your college:			

Criteria Measured (i.e. persistence, starting salary, etc.)	Definition	Institution set standard
23.	<p>Effective practice to share with the field: Describe examples of effective and/or innovative practices at your college for setting institution-set standards, evaluating college or programmatic performance related to student achievement, and changes that have happened in response to analyzing college or program performance (1,250 character limit, approximately 250 words).</p> <p>Irvine Valley College has used the results of the Career Technical Education Outcomes Survey (CTEOS) to provide data on employment for our CTE certificates and degrees. The survey allows us to assess whether the respondents are employed in the field for which they prepared at the college. This information has become an important part of our regular Program Review process, as well as our biennial CTE review. While we also use EMSI Data Analyst to prepare labor market reports for our CTE programs, we find that the results of the CTEOS are very informative as they are directly related to the experiences of our program graduates. The labor market information in the EMSI Data Analyst powerful but it is also very complex and nuanced. The CTEOS results provide a good complement to the larger scale picture by allowing us to focus in on the work histories and post-graduation experiences of our CTE alumni.</p>	

**Student Learning Outcomes and Assessment**

#	Question	Answer
24.	<p>Courses</p> <p>a. Total number of college courses:</p> <p>b. Number of college courses with ongoing assessment of learning outcomes</p> <p>Auto-calculated field: percentage of total:</p>	<p>746</p> <p>646</p> <p>86.6</p>
25.	<p>Courses</p> <p>a. Total number of college programs (all certificates and degrees, and other programs as defined by college):</p> <p>b. Number of college programs with ongoing assessment of learning outcomes</p> <p>Auto-calculated field: percentage of total:</p>	<p>87</p> <p>86</p> <p>98.9</p>
26.	<p>Courses</p> <p>a. Total number of student and learning support activities (as college has identified or grouped them for SLO implementation):</p> <p>b. Number of student and learning support activities with ongoing assessment of learning outcomes:</p> <p>Auto-calculated field: percentage of total:</p>	<p>14</p> <p>14</p> <p>100</p>
27.	<p>URL(s) from the college website where prospective students can find SLO assessment results for instructional programs:</p>	<p><a href="http://academics.ivc.edu/slo/Pages/default.aspx">http://academics.ivc.edu/slo/Pages/default.aspx</a></p>
28.	<p>Number of courses identified as part of the general education (GE) program:</p>	<p>375</p>
29.	<p>Percent of GE courses with ongoing assessment of GE learning outcomes:</p>	<p>100%</p>
30.	<p>Do your institution's GE outcomes include all areas identified in the Accreditation Standards?</p>	<p>Yes</p>
31.		<p>375</p>

	Number of GE courses with Student Learning Outcomes mapped to GE program Student Learning Outcomes:	
32.	Number of Institutional Student Learning Outcomes defined:	14
33.	Percentage of college instructional programs and student and learning support activities which have Institutional Student Learning Outcomes mapped to those programs (courses) and activities (student and learning support activities).	96%
34.	Percent of Institutional outcomes (ILOs) with ongoing assessment of learning outcomes:	100%
35.	<p>Effective practice to share with the field: Describe effective and/or innovative practices at your college for measuring ILOs, documenting accomplishment of ILOs in non-instructional areas of the college, informing college faculty, staff, students, and the public about ILOs, or other aspects of your ILO practice (1,250 character limit, approximately 250 words).</p> <p>Irvine Valley College has engaged students, staff and faculty in the discussion of Institutional Learning Outcomes. The college assesses ISLOs using both a student survey and through the mapping of course and program SLOs. This past year a discussion has begun regarding the ISLOs at the faculty level to revise and update them based on both the standards and the feedback that the college has received from the community and transfer institutions. IVC is looking at including literacy – reading, computer, information – as its own ISLO. The discussion has started in the SLO Task Force and will move through curriculum and academic senate to incorporate faculty feedback. The college is also using the ISLOs to streamline the native GE pattern at IVC through a mapping project that was requested by the academic senate and will be used by the curriculum committee. The concern is that the native GE is perhaps too cumbersome for students and may need to be weeded, the mapping project will help to determine which courses are essential for students to meet the ISLOs at IVC. Finally, we have decided to move forward with piloting direct assessment of ILOs with the CLA+ for students who complete Associate Degrees (rather than simply by mapping to PLOs and course SLOs).</p>	
<p><b>Each of the following narrative responses is limited to 250 words. As you develop your responses, please be mindful of success stories that can be reported in the last question of this section. We look forward to including this information from colleges in our report to the Commission and the field in June.</b></p>		
36.	<p>Please discuss alignment of student learning outcomes at your institution, from institutional and course to program level. Describe your activities beyond crosswalking or charting all outcomes to courses in a program (often called "mapping"), to analysis and implementation of alignment in the planning of curriculum and delivery of instruction. Discuss how the alignment effort has resulted in changes of expected outcomes and/or how students' programs of study have been clarified. Note whether the described practices apply to all instructional programs at the college (1,250 character limit, approximately 250 words).</p> <p>Irvine Valley College incorporates Student Learning Outcomes for the programs into the Program Review process. Each program is required to have a program review that incorporates the discussion of the assessment results from the courses or from the program itself into the program review. Additionally, all resource requests for funding for a program must be based on their program review. The process includes departmental discussions regarding the program and the courses in order to identify student needs. For example, the library had offered its courses online exclusively for a number of years but decided to introduce an in person course to assess if students were interested in taking an in-person class for one and to assess if student's would perform better in-person than online. The assessment results indicated that students performed no differently in-person than they did online and the enrollment numbers were significantly less in-person than online as to discontinue offering the class in person.</p>	
37.	<p>Describe the various communication strategies at your college to share SLO assessment results for usage by internal and external audiences. Explain how communications take into account how the information is expected to influence the behavior or decisions of particular audiences. Discuss how communication of student learning outcomes assessment information and results impacts student behavior and achievement (1,250 character limit, approximately 250 words).</p>	



	<p>SLO assessment results are communicated at IVC through a variety of external and internal means. Externally, the college has a web page for students and the public with the intention of sharing program assessment results. Additionally, IVC has encouraged the student government to provide a student representative for the SLO Task Force. The purpose for engaging students in this manner is to create awareness and responsibility for them to choose the course and programs that best meet their needs. By adding an additional level of understanding to the courses and programs, students will be better able to make decisions regarding their academic future, thus increasing their chance for success. Internally, IVC uses the SLO task force and a coordinator to facilitate information between departments and various governing bodies. The SLO Coordinator is a member of the Institutional Effectiveness Committee, the Curriculum Committee, the Instructional Council Meeting and the Academic Senate. The SLO coordinator meets with various schools and departments annually in order to bring concerns and successes to the SLO Task Force.</p>
38.	<p>Explain how dialog and reporting of SLO assessment results takes place at the departmental and institutional levels. Note whether practices involve all programs at the college. Illustrate how dialog and reporting impact program review, institutional planning, resource allocation, and institutional effectiveness (1,250 character limit, approximately 250 words).</p> <p>SLO assessment results are included on the agenda for all departmental/school meetings. Additional meetings are held for those departments that are too large to discuss the results within the timeframe of the departmental meeting; specifically math and English. The discussion of SLO results and use of results are then stored into our SLO database, TracDat. Additionally, every school and program must complete an ongoing Program Review using the TracDat database that includes SLO assessment results, student learning and success objectives and strategies. These are then linked to the college's resource request procedure. Resource requests that reference SLO assessment results are given higher priority. Each department/program must show the connection between their request for funds and their intent to improve student achievement which includes the use SLOs at the course and program level. The College's planning groups are able report out on the connection of resource requests to strategic objectives, program review objectives and SLO assessment results as part of our ongoing assessment of institutional effectiveness.</p>
39.	<p>Please share with us two or three success stories about the impacts of SLO practices on student learning, achievement, and institutional effectiveness. Describe the practices which led to the success (1,250 character limit, approximately 250 words).</p> <p>Now that SLO assessment is commonplace, IVC is seeking to uncover what can be learned by disaggregating SLOs. IVC's English department has been working with their Institutional research department to record student unit record data since 2007, with data available in TracDat from 2012. This year, the research department began to unpack and connect that unitary data in ways that allowed for true disaggregated analyses. The most compelling use so far has been an analysis of how performance on freshman composition SLOs vary (or don't) depending on how students arrive at transfer-level (e.g., via placement, traditional remediation, accelerated pathways, or via advanced ESL coursework). The evidence of the comparability of student learning across accelerated and traditional remedial pathways has led to discussions within the English Department that are so compelling that we plan to expand the dialogue and "cross-pollinate" other departments. We found that this process supported a culture of improvement and allowed for collegial learning to occur. Discussion of disaggregated results were powerful opportunities for to reflect on assumptions and outcomes associated with recent innovations. This work shows how we can simultaneously respond to external accountability requirements and build capacity for educational transformation.</p>

**Substantive Change Items**

#	Question	Answer
40.	Number of submitted substantive change requests:	2014-2015: 0 2013-2014: 0 2012-2013: 0
41a.	Is the institution anticipating a proposal for a substantive change in any of the following change categories? (Check all that apply)	No changes planned
41b.	Explain the change(s) for which you will be submitting a substantive change proposal:	n/a

**Other Information**

#	Question	Answer
42a.	Identify site additions and deletions since the submission of the 2015 Annual Report:	n/a
42b.	List all instructional sites other than the home campus where 50% or more of a program, certificate, or degree is offered:	ATEP
43.	List all of the institutions instructional sites out of state and outside the United States:	n/a

**The data included in this report are certified as a complete and accurate representation of the reporting institution.**

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**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
5/11/16 3:15pm	Mission Viejo High School	Brent Pillsbury	BUS 1 Intro to Business	Sam Pontrelli	Distribution
5/16/16 6:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Corey Freeman, CPA	CPA Career Opportunities
5/24/16 3:15pm	Mission Viejo High School	Brent Pillsbury	BUS 1 Intro to Business	Quinn Munton/Don Bowker	Helping Judge Final Presentations
5/26/16 3:15pm	Mission Viejo High School	Brent Pillsbury	BUS 1 Intro to Business	Quinn Munton/Don Bowker	Judge Presentations

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
5/4/16 4:00 pm	A307-A	Julie Pearce	PSYC 20 The Psychology of Gender	Chantal Flowers Andrew Quinso Chad Ratner	Issues of Sexuality and Gender
5/12/16 12:30 pm	BSTIC 120	Jodi Titus	GEOG 10H Introduction to Weather and Climate	Todd Hall	National Weather Service

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Basic Aid Report  
**ACTION:** Information

---

### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

### **STATUS**

As of May 31, 2016, total estimated Basic Aid receipts are \$620.3M and total approved projects are \$612.0M as shown in EXHIBIT A. The balance of \$8.3M is the reserve for unrealized tax collections and returned funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

The total change of \$1,905,108 from the May, 2016 report includes the partial return of unallocated Basic Aid funds for the SC Data Center project.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
June 27, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
<b>CLOSED PROJECTS</b>							
<b>CLOSED PROJECTS TOTAL</b>	215,824,007	196,966,990	8,012,383	1,138,732	8,530,728	1,110,446	64,729
<b>CAPITAL PROJECTS</b>							
ATEP Building Demolition (2007)	13,700,000	1,513,289	781,124	109,025	1,744,947	2,741,440	6,810,175
ATEP First Building Phase 3A (2011)	24,700,000				761	336,973	24,362,266
ATEP Operating Budget* (2006)	13,464,683	10,398,626	507,119	564,290	579,960	622,701	791,988
ATEP Site Development (2013)	7,000,000			693,427	681,207	986,687	4,638,678
ATEP Staffing, Equipment, Program Development (2007)	891,611	538,040	291,119	7,785	14,204	2,026	38,437
ATEP Utilities/Infrastructure Phase I (2016)	7,000,000						7,000,000
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000		28,153	608,333	953,102	5,695,412	5,728,000
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000					1,600	408,400
IVC Defects Performing Arts Center (2014)	1,400,000				2,611	54,736	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	97,171	143,803	25,074	67,052	38,525	2,478,375
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Health Center/Concessions Building (2016)	400,000						400,000
IVC Life Sciences Project (2004)	2,490,000	1,323,367	(1,169,892)				347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	18,000,000					73,205	17,926,795
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000		-	12,320	14,990	1,702,050	892,639
SC Building Repairs - ATAS Building (2003)	17,435,313	167,224	94,380	167,292	405,643	86,693	16,514,081
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687			124,917	519,146	1,532,643	8,072,982
SC Central Plant/CoGen Upgrade (2015)	750,000					12,503	737,497
<b>SC Data Center Project (2016)</b>	<b>1,000,000</b>						<b>1,000,000</b>
SC Demolition and Upper Quad Remodel (2008)	1,000,000						1,000,000
SC Digital Security Access (2015)	650,000						650,000
SC Fine Arts HVAC Renovation (2013)	7,700,000			2,754	76,091	216,891	7,404,264
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC LRC Defects (2015)	750,000						750,000
SC New Gateway Building (2013) (Match)	890,000						890,000
SC Sciences Building (M/S/E annex) (2003)	67,358,346	288,159	1,840,003	295,740	7,324,533	28,145,264	29,464,647
SC SME Building Renovation (2016)	750,000						750,000
SC Site Improvements (2008)	20,525,000	218,441	-	1,464	107,278	72,609	20,125,207
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000			10,710	3,495	2,438	733,357
<b>CAPITAL PROJECTS TOTAL</b>	<b>246,360,923</b>	<b>14,712,343</b>	<b>2,535,109</b>	<b>3,359,197</b>	<b>14,911,189</b>	<b>41,203,863</b>	<b>169,639,221</b>
<b>SCHEDULED MAINTENANCE</b>							
IVC Library Exterior (2013)	275,000				1,830	5,289	267,881
IVC Lighting & Walkways (2013)	795,055				332,278	170,531	292,246
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
June 27, 2016**

<b>Project Description</b>	<b>Approved Amount</b>	<b>1999/2011 Actual</b>	<b>2011/12 Actual</b>	<b>2012/13 Actual</b>	<b>2013/14 Actual</b>	<b>2014/15 Actual</b>	<b>Balance Remaining for 2015/16</b>
SC 12KV Elec Distr Repair (2014)	200,000					70,189	129,811
SC Central Plant (2013)	750,000			61,780	23,875	109,072	555,273
SC HVAC PE 100 (2014)	800,000						800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000						500,000
<b>SCHEDULED MAINTENANCE PROJECTS TOTAL</b>	<b>4,881,005</b>	<b>-</b>	<b>-</b>	<b>62,482</b>	<b>401,295</b>	<b>388,487</b>	<b>4,028,741</b>
<b>IT PROJECTS</b>							
Campus Desktop Refresh (2013)	4,249,334			648,198	843,987	1,913,336	843,813
Campus Desktop Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600						115,600
SOCCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Classroom Tech & Audio Visual SC	978,750						978,750
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Data Backup and Disaster Recovery (2016)	900,000						900,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720			230,118	396,373	222,358	745,871
SOCCCD District IT Back Office Automation (2016)	210,000						210,000
SOCCCD District-wide Automatic Email Archive (2015)	165,000					80,752	84,248
SOCCCD District-wide Hardware Refresh (2014)	505,000				484,919	4,414	15,667
SOCCCD District-wide Network Security (2015)	369,895					322,157	47,738
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000					832,393	117,607
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658			446,032	3,460,657	2,243,712	834,257
SOCCCD Enterprise Backup Solution (2014)	150,000				24,933		125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386			118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	12,377,000		16,131	150,433	1,971,236	5,586,580	4,652,619
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			14,400			35,600
IT Contingency	907,328			31,800	32,800		842,728
SOCCCD IT Basic Aid Projects (2013)	977,328		-	46,620	38,746	-	891,963
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	5,571,957	1,745,944	888,629	136,099	11,747	390,394
SOCCCD Master Calendar Integration (2014)	300,000				58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100,000			332			99,668
SOCCCD MySite Message Customization (2014)	150,000					143,917	6,083
SOCCCD MySite Security (2014)	302,000				47,280	164,662	90,058
SOCCCD New Library System (2014)	100,000				21,909	62,088	16,003
SOCCCD New Student Print Solution (2016)	238,921						238,921
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Refresh MDF and IDF SC	250,000						250,000
SOCCCD Server and Storage SC	200,000						200,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
SOCCCD Student Early Alert System (2016)	226,800						226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000
SOCCCD Student Information System Enhancement (2013-2015)	6,326,400			1,047,013	1,720,024	1,379,858	2,179,505
SOCCCD Student Success Dashboard (2014)	550,000				52,324	382,882	114,794

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
June 27, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
SOCCCD Support Multiple Prerequisites (2015)	302,400					12,584	289,816
SOCCCD System Testing and Stability (2016)	377,000						377,000
SOCCCD Tableau for Data Visualization (2016)	270,000						270,000
SOCCCD Unified Student ID Card (2016)	452,000						452,000
SOCCCD Waitlist Modification (2014)	514,600				249,920		264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000					30,452	707,548
SOCCCD Workday Big Data (2016)	170,000						170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800						227,800
SOCCCD Workday Student Influencer Program (2016)	375,000						375,000
<b>IT PROJECTS TOTAL</b>	<b>57,731,326</b>	<b>5,571,957</b>	<b>1,762,075</b>	<b>3,848,454</b>	<b>9,661,137</b>	<b>13,508,391</b>	<b>23,379,312</b>

<b>OTHER ALLOCATIONS</b>							
SOCCCD Design/Build Specialty Consultant (2013)	525,000		13,300	91,725		66,635	353,340
SOCCCD Dist Union Offices (2014)	162,750					29,115	133,635
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	400,000						400,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD District-wide Parking Study (2016)	200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	200,000						200,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000				145,830		204,170
SOCCCD DSA Project Close Out (2013)	400,000			12,256	14,334	6,940	366,469
SOCCCD Facilities Software System (2013)	1,129,000			309,248	65,550	37,326	716,876
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000				3,040		206,960
SOCCCD Insurance Deductibles (2014)	300,000				100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000			8,531	9,265		407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	710,000	149,494	117,900	100,578	110,074	106,955	124,998
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000			35,073	2,804	36,405	825,719
SOCCCD Pension Rate Stabilization Program (2016)	14,500,000						14,500,000
SOCCCD Pre-Planning and Investigation (2015)	200,000					3,343	196,657
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	1,398,988	-	354,083	-	389,456	456,461
SOCCCD Retiree Benefits (2001 - present)	63,627,683	35,417,938	2,600,000	18,489,745	3,520,000	-	3,600,000
<b>OTHER ALLOCATIONS TOTAL</b>	<b>87,238,421</b>	<b>36,966,420</b>	<b>2,731,200</b>	<b>19,401,240</b>	<b>3,970,898</b>	<b>776,174</b>	<b>23,392,489</b>

<b>BASIC AID PROJECT TOTALS</b>	<b>612,035,682</b>	<b>254,217,711</b>	<b>15,040,767</b>	<b>27,810,106</b>	<b>37,475,247</b>	<b>56,987,361</b>	<b>220,504,491</b>
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Commitments	390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	61,387,392
Cumulative Commitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	612,035,682
Receipts	393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
Cumulative Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
Cumulative Expenses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,191	612,035,682
Uncommitted Basic Aid Funds	139,737,857	163,998,135	183,076,428	189,389,451	184,061,515	8,326,110

<i>Change from May 2016 Report:</i>	<i>Approved Amount</i>					<i>Commitment Change</i>
SC Data Center Project (2016)	(1,905,108)					(1,905,108)
<b>Total Change from May 2016 Report</b>	<b>(1,905,108)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,905,108)</b>



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Monthly Financial Status Report  
**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through May 31, 2016 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of May 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	5,904,276	2,217,198	37.55%
State Sources	8600-8699	40,668,609	47,264,092	47,262,561	100.00%
Local Sources	8800-8899	211,271,019	211,321,947	214,837,818	101.66%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		256,312,231	264,490,315	264,317,577	99.93%
INCOMING TRANSFERS	8980-8989	0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		\$ 311,302,191	319,480,275	319,307,537	99.95%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,447,234	79,347,963	73,960,556	93.21%
Other Staff Salaries	2000-2999	47,529,117	50,384,458	37,928,538	75.28%
Employee Benefits	3000-3999	42,775,271	43,865,364	36,695,706	83.66%
Supplies & Materials	4000-4999	6,043,484	6,635,701	2,666,411	40.18%
Services & Other Operating	5000-5999	40,832,036	37,300,073	17,642,584	47.30%
Capital Outlay	6000-6999	13,129,549	14,215,661	3,782,361	26.61%
Payments to Students	7500-7699	583,253	1,373,254	1,062,500	77.37%
Total Expenditures		\$ 227,339,944	233,122,474	173,738,656	74.53%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	3,394,468	3,094,468	91.16%
Basic Aid Transfers Out	7300-7399	57,851,978	61,351,978	58,151,978	94.78%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	64,746,446	61,246,446	94.59%
<b>TOTAL USES OF FUNDS</b>		286,190,336	297,868,920	234,985,102	78.89%
<b>ENDING FUND BALANCE</b>		\$ 25,111,855	21,611,355	84,322,435	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	5,521,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
<b>TOTAL RESERVES</b>		\$ 25,111,855	21,611,855		

NOTE: As of May 31, 2015 actual revenues to date were **98.26%** and actual expenditures to date were **81.58%** of the revised budget to date.

**SADDLEBACK COLLEGE**  
General Fund Income and Expenditure Summary  
As of May 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	99,155,245	96,642,500	97.47%
Restricted Budget Allocation		21,297,930	25,037,650	20,322,763	81.17%
Total Revenue		119,587,665	124,192,895	116,965,263	94.18%
INCOMING TRANSFERS 8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		\$ 131,616,423	136,221,653	128,994,021	94.69%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 48,943,537	50,325,012	45,300,051	90.01%
Other Staff Salaries 2000-2999		24,659,956	25,564,933	18,768,019	73.41%
Employee Benefits 3000-3999		24,467,354	25,186,554	20,431,091	81.12%
Supplies & Materials 4000-4999		4,213,074	4,494,385	1,630,541	36.28%
Services & Other Operating 5000-5999		17,715,943	16,036,189	7,793,779	48.60%
Capital Outlay 6000-6999		8,752,815	9,233,849	2,278,439	24.67%
Payments to Students 7500-7699		313,744	730,731	576,562	78.90%
Total Expenditures		\$ 129,066,423	131,571,653	96,778,482	73.56%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		\$ 550,000	2,650,000	2,350,000	88.68%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		550,000	2,650,000	2,350,000	88.68%
<b>TOTAL USES OF FUNDS</b>		129,616,423	134,221,653	99,128,482	73.85%
<b>LOCATION OPERATING BALANCE</b>		\$ 2,000,000	2,000,000	29,865,539	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		\$ 2,000,000	2,000,000		

NOTE: As of May 31, 2015 actual revenues to date were **90.29%** and actual expenditures to date were **76.15%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**  
General Fund Income and Expenditure Summary  
As of May 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	59,296,853	57,959,015	97.74%
Restricted Budget Allocation		12,513,815	16,886,050	13,039,023	77.22%
Total Revenue		71,352,565	76,182,903	70,998,038	93.19%
INCOMING TRANSFERS                      8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		<u>76,156,572</u>	<u>80,986,910</u>	<u>75,802,045</u>	93.60%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries                      1000-1999		26,045,540	27,506,801	27,666,118	100.58%
Other Staff Salaries                    2000-2999		15,116,386	16,963,250	12,646,680	74.55%
Employee Benefits                      3000-3999		14,227,862	14,590,619	13,096,606	89.76%
Supplies & Materials                    4000-4999		1,711,118	2,016,225	959,654	47.60%
Services & Other Operating            5000-5999		13,458,308	13,450,182	5,584,693	41.52%
Capital Outlay                          6000-6999		4,129,435	4,618,896	1,356,312	29.36%
Payments to Students                    7500-7699		269,509	642,523	485,938	75.63%
Total Expenditures		74,958,158	79,788,496	61,796,001	77.45%
OTHER FINANCING SOURCES/(USES):					
Debt Service                            7100-7199		0	0	0	
Transfers Out                          7300-7399		198,414	198,414	198,414	100.00%
Other Transfers                        7400-7499		0	0	0	
Total Other Uses		198,414	198,414	198,414	100.00%
<b>TOTAL USES OF FUNDS</b>		<u>75,156,572</u>	<u>79,986,910</u>	<u>61,994,415</u>	77.51%
<b>LOCATION OPERATING BALANCE</b>		<u>1,000,000</u>	<u>1,000,000</u>	<u>13,807,630</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTE: As of May 31, 2015 actual revenues to date were **93.79%** and actual expenditures to date were **81.22%** of the revised budget to date.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Retiree (OPEB) Trust Fund

**ACTION:** Information

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### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the periods ending April 30, 2016, and May 31, 2016 (EXHIBIT A).

For April, the portfolio was comprised of 50.4% Fixed Funds (Bonds) and 49.6% Common Stocks (Domestic and International). The portfolio's performance increased 0.96%, ending with a fair market value of \$92,330,964, and an annualized return of 5.17%.

For the period ending May, the portfolio was comprised of 50.2% Fixed Funds (Bonds) and 49.8% Common Stocks (Domestic and International). The portfolio's performance increased 0.10%, ending with a fair market value of \$92,395,230, and an annualized return of 5.13% which is consistent with the market.

May 9, 2016

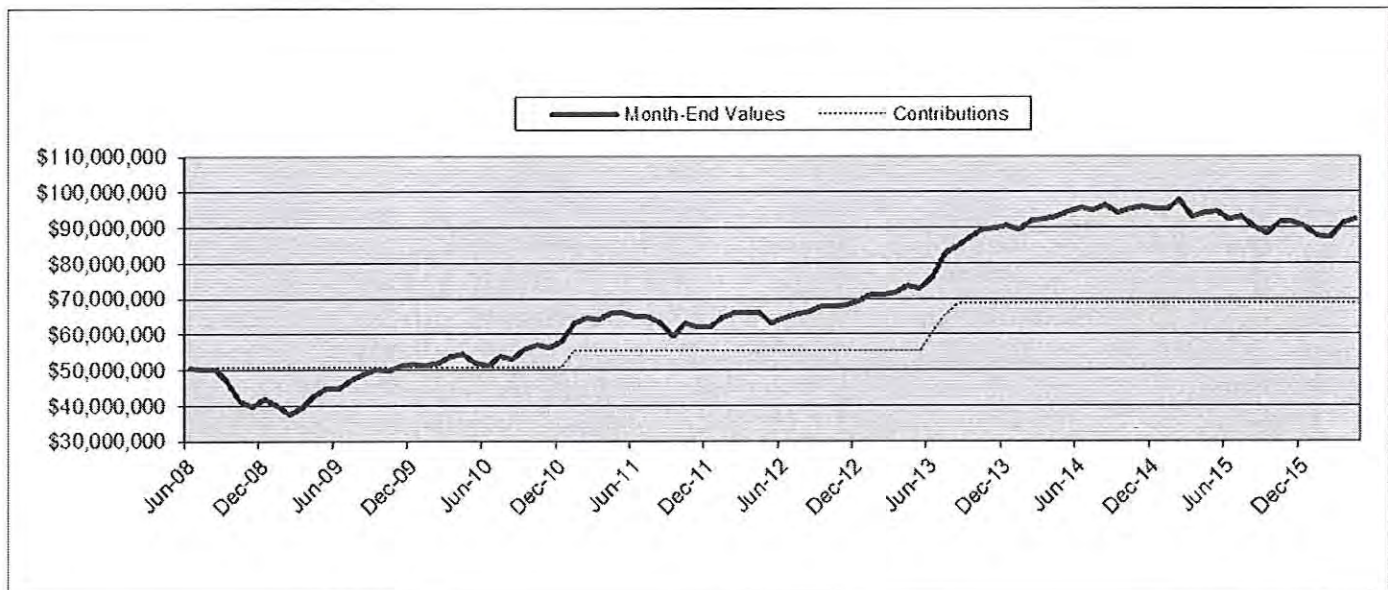
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

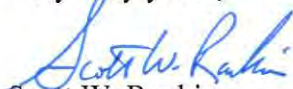
With a fair market value on April 30th of \$92,330,964.14 your portfolio's performance was up 0.96% for the month and up 5.17% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.6%) and fixed income funds (50.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>April 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.96%	2.31%	5.17% annualized return
S&P 500	0.39%	1.75%	8.64% (Domestic Stocks)
MSCI EAFE	2.90%	-0.20%	0.94% (International stocks)
Barclays Aggregate	0.38%	3.43%	4.64% (Domestic Bonds)
Barclays Global	1.33%	7.31%	3.21% (Global Bonds)



Very truly yours,

  
Scott W. Rankin  
Senior Vice President

June 8, 2016

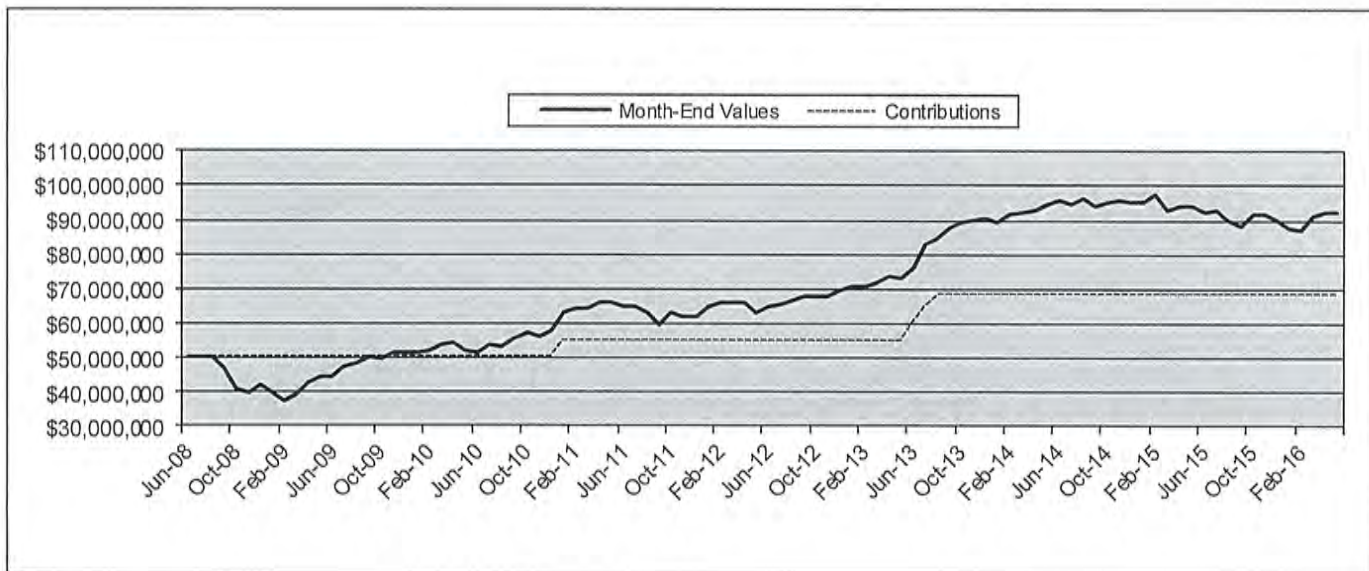
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on May 31<sup>st</sup> of \$92,395,230.25 your portfolio's performance was up 0.10% for the month and up 5.13% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.8%) and fixed income funds (50.2%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>May 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.10%	2.41%	5.13% annualized return
S&P 500	1.80%	3.58%	8.79% (Domestic Stocks)
MSCI EAFE	-0.91%	-1.10%	0.81% (International stocks)
Barclays Aggregate	0.03%	3.46%	4.59% (Domestic Bonds)
Barclays Global	-1.34%	5.87%	3.00% (Global Bonds)



Very truly yours,

Scott W. Rankin  
Senior Vice President

## Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A  
Page 3 of 3

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
July-13	\$ 5,000,000	\$ 65,409,811	\$ 82,877,790
August-13	\$ 3,389,913	\$ 68,799,724	\$ 84,697,024
September-13	\$ -	\$ 68,799,724	\$ 87,424,231
October-13	\$ -	\$ 68,799,724	\$ 89,609,089
November-13	\$ -	\$ 68,799,724	\$ 89,951,634
December-13	\$ -	\$ 68,799,724	\$ 90,697,726
January-14	\$ -	\$ 68,799,724	\$ 89,457,863
February-14	\$ -	\$ 68,799,724	\$ 92,015,106
March-14	\$ -	\$ 68,799,724	\$ 92,418,028
April-14	\$ -	\$ 68,799,724	\$ 93,035,180
May-14	\$ -	\$ 68,799,724	\$ 94,606,053
June-14	\$ -	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
February-15	\$ -	\$ 68,799,724	\$ 97,642,721
March-15	\$ (4,000,000)	\$ 64,799,724	\$ 93,188,823
April-15	\$ -	\$ 64,799,724	\$ 94,125,319
May-15	\$ -	\$ 64,799,724	\$ 94,358,288
June-15	\$ -	\$ 64,799,724	\$ 92,222,506
July-15	\$ -	\$ 64,799,724	\$ 93,208,064
August-15	\$ -	\$ 64,799,724	\$ 90,108,927
September-15	\$ -	\$ 64,799,724	\$ 88,539,000
October-15	\$ -	\$ 64,799,724	\$ 91,671,410
November-15	\$ -	\$ 64,799,724	\$ 91,546,935
December-15	\$ -	\$ 64,799,724	\$ 90,246,709
January-16	\$ -	\$ 64,799,724	\$ 87,729,554
February-16	\$ -	\$ 64,799,724	\$ 87,194,244
March-16	\$ -	\$ 64,799,724	\$ 91,452,227
April-16	\$ -	\$ 64,799,724	\$ 92,330,964
May-16	\$ -	\$ 64,799,724	\$ 92,395,230
	<b>\$ 64,799,724</b>		



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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**BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

**STATUS**

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT  
June 27, 2016

**CAPITAL IMPROVEMENT PLANNING**

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was complete December 2011 and that report includes an evaluation of education needs that measured planning for facilities to meet current and future needs. The 2011 EFMP report is available at the district website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The next EFMP process is scheduled for FY 2016-2017.

**SADDLEBACK COLLEGE**

**1. SCIENCES BUILDING**

Project Description: This project is a new three story building of 51,197 assignable square feet (ASF), 81,980 gross square feet (GSF) dedicated to the Sciences programs. The Biology, Chemistry, Marine Science, Geology, Physics and Astronomy programs will all be relocated from the existing Math Science Building. The space vacated within the existing Math Sciences Building will remain inactive until funds are available for a separate capital outlay project that will reconstruct the space into additional mathematics and general instructional classroom space. The new Sciences Building, located adjacent to the Student Services Center, will consist of primarily lab classroom and support space with some lecture classroom space and offices.

Start Preliminary Plans	<b>April 2011</b>	Award Construction Contract	<b>Nov 2013</b>
Start Working Drawings	<b>March 2012</b>	Complete Construction	June 2016
Complete Working Drawings	<b>Jan 2013</b>	Advertise for FF&E	<b>Nov 2015</b>
DSA Final Approval	<b>June 2013</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

	Original	Revision	Total
Project Budget:	\$52,234,000	\$ 8,308,000	\$67,358,000
District Funding Commitment:	\$15,670,000	\$51,688,000	\$67,358,000

Anticipated State Match:	\$36,564,000	(\$36,564,000)	\$-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Status: Construction Phase, 99% Complete: Electrical and interior finishes, Site concrete and paving are nearing completion.

In Progress: Interior cabinets and finishes are completed at all three floors. College directed AV changes and access controls. Commissioning and programming electronic card readers, Final planting. Parking slurry and stripe. M & O Training. Punch list.

Recently Completed: Commissioning process is nearing completion pending final reports. *FF&E was delivered and set up on all three floors.*

Focus: *Completion of electronic access control. Finalize the close out process with final M&O manuals submittals. Continuing the punch list process. Complete telescope storage unit construction. Change order negotiation with steel subcontractor.*

## 2. SITE IMPROVEMENTS

Project Description: This project includes the southeast campus perimeter and central quad area including associated drainage control and landscaping renovations. 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. The existing practice fields and thrower's park will be converted to a new parking lot connecting existing lots 4A and 5A. Also included is a new site wall and repair to the campus storm water outfall on County of Orange property.

Start Preliminary Plans	<b>March 2014</b>	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	April 2019
Complete Working Drwngs	Jan 2017	Advertise for FF&E	N/A
DSA Final Approval	June 2017	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/08 and 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000. On June 22, 2015 the Board approved additional funds of \$7,945,000.

	Original	Revision	Total
Project Budget:*	\$13,580,000	\$7,945,000	\$21,525,000
District Funding Commitment:	\$13,580,000	\$7,945,000	\$21,525,000
Anticipated State Match:	\$0	\$0	\$0

Basic Aid Allocation:	\$13,580,000	\$7,945,000	\$21,525,000
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*\*Project Budget currently under review*

Status: Bid and Award Phase: Request for Proposal (RFP) released to the three (3) shortlisted Design-Build Teams.

In Progress: Proposals have been received from the three teams and are being evaluated.

Recently Completed: Receipt of design-build *Best and Final Offer* proposals

Focus: Review of final project scope in relation to approved project budget and review of execution timeframe. In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.

### 3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

Project Description: This project is a renovated two story building of 29,425 assignable square feet (ASF), 36,601 gross square feet (GSF). The Technology & Applied Sciences building was completed in 1991 and as early as 1992 there were reports of slab distress. This project will consist of replacing the first floor slab with a structural mat slab, upgrade the mechanical, electrical systems, replacing the exterior plaster and reinstallation of mission roof tiles. The project will also include renovations to existing instruction and support space throughout the building for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs.

Start Preliminary Plans	<b>July 2005</b>	Award Construction Contract	August 2016
Start Working Drawings	<b>Sept 2011</b>	Complete Construction	March 2018
Complete Working Drawings	<b>Dec 2013</b>	Advertise for FF&E	Oct 2017
DSA Final Approval	<b>Dec 2014</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

	Original	Revision	Total
Project Budget:	\$8,755,055	\$8,679,945	\$17,435,000

District Funding Commitment:	\$8,755,055	\$8,679,94	\$17,435,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

Status: Bid and Award Phase (On Hold): Constructability review ongoing with architect and District.

In Progress: Revisions submitted to DSA. Development of Request for Qualifications (RFQ) for construction services.

Recently Completed: Review DSA Drawings with TAS departments to address equipment coordination issues uncovered during the move into the Swing Space.

Focus Issue: Construction costs are under review and in alignment with CIC/BAARC annual process. Reviewing the IT design which was completed prior to recent IT changes at the college. Incorporate TAS department review comments when comments align with original project intent. *Review ADA requirements at Auto Tech garage for compliance with ADA consultant and Dean.*

#### 4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

Project Description: This project modifies classrooms in the village and adds a new one story building of 10,173 assignable square foot (ASF), 12,000 gross square footage (GSF) transportation/ maintenance building in lot 1 for interim use by the automotive department. The project creates temporary housing for the Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs during the renovation of the TAS building. The new transportation/ maintenance building will be used by the maintenance department when the TAS Renovation project is complete.

Start Preliminary Plans	<b>May 2012</b>	Award Construction Contract	<b>Feb 2015</b>
Start Working Drawings	<b>Aug 2012</b>	Complete Construction	Mar 2016
Complete Working Drwngs	<b>July 2014</b>	Advertise for FF&E	<b>Sept 2015</b>
DSA Final Approval	<b>Dec 2014</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
District Funding Commitment:	\$5,807,000	\$4,443,000	\$10,250,000

Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Status: Construction Phase: Final completion.

In Progress: Occupied

Recently Completed: *Final change order negotiation.*

Focus: Exhaust system options, designed by the architect, are finalized with manufacturer. Issued purchase order for portable exhaust system. Negotiate final change items. *Submit Notice of Completion to the Board of Trustees, process final billing and retention release.*

## 5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: This project addresses the Fine Arts complex and will replace existing HVAC units and controls with new energy efficient systems, and result in associated interior improvement, a Performing Arts lobby expansion and a new canopy at the exterior patio.

Start Preliminary Plans	<b>July 2012</b>	Award Construction Contract	<b>Jan 2016</b>
Start Working Drawings	<b>Jan 2014</b>	Complete Construction	Aug 2016
Complete Working Drwngs	<b>Nov 2014</b>	Advertise for FF&E	May 2016
DSA Final Approval	<b>Sept 2015</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000 to address DSA approval at canopies. College guarantees additional \$2,100,000 necessary to fully fund project in advance of basic aid request cycle.

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$7,700,000
District Funding Commitment:	\$1,000,000	\$6,700,000	\$7,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Status: *Construction Phase: Kicked off*

In Progress: *Remaining equipment procurement and steel fabrication in process. Demolition and initial construction ongoing. Mechanical units being installed in theater mezzanine.*

Recently Completed: *Air handler units approved and ordered. Analysis of contractor's schedule with projected target completions accepted by college and district staff.*

Focus: *Resolve issues discovered during demolition, complete steel fabrication for theater lobby, address unforeseen conduits found at caisson locations, address lack of ceiling insulation.*

## 6. ATHLETICS STADIUM PROJECT

Project Description: The Project includes replace of the existing stadium with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running tract. The stadium will remain is its current location.

Start Preliminary Plans	<b>Jan 2015</b>	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	Sept 2018
Complete Working Drwngs	Jan 2017	Advertise for FF&E	June 2018
DSA Final Approval	June 2017	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/14 and 6/22/15. On June 23, 2014, the Board approved \$950,000. On June 22, 2015 the Board approved additional funds of \$17,050,000. The college accepted responsibility for budget overage of \$17,500,000.

	Original	Revision	Total
Project Budget:*	\$18,000,000	\$17,500,000	\$35,500,000
District Funding Commitment:	\$18,000,000	\$0	\$18,000,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Anticipated College Match:	\$0	\$17,500,000	\$17,500,000
Basic Aid Allocation:	\$18,000,000	\$0	\$18,000,000
Unallocated Amount:			\$17,500,000

*\*Project Budget is currently under review*

Status: Bid and Award Phase: Request for Proposal (RFP) released to three (3) shortlisted Design-Build Teams.

In Progress: Proposals have been received from the three teams and are being evaluated.

Recently Completed: Receipt of design-build *Best and Final Offer (BAFO)* proposals.

Focus: Review of final project scope in relation to approved project budget and review of execution timeframe. In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.

## 7. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drwngs	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/23/2014. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$1,612,000	\$44,479,000
District Funding Commitment:	\$12,814,000	\$9,425,500	\$22,239,500
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation:	\$1,545,115	\$(655,115)	\$890,000
Unallocated Amount:			\$43,589,000

Status: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

In Progress: Finalize Initial Project Proposals and Final Project Proposals (one each per college).

Recently Completed: District and college staff met with a planning consultant to ensure this year's state submittal is as competitive as possible.

Focus: Projects statewide compete for funding using an objective, established point allocation system. The Gateway project has been evaluated for state funding since 2008



with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.

## IRVINE VALLEY COLLEGE

### 1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

Project Description: This project provided a new two story building of 31,275 assignable square feet (ASF), 58,625 gross square feet (GSF) dedicated to Performing Arts. It includes a performing arts auditorium with stage, a black box theater, faculty offices, classroom lab space and various support areas for Fine and Applied Arts. The project was complete and occupied in early 2007 using a multiple prime contract delivery method.

Start Preliminary Plans	Dec 2003	Award Construction Contract	Jan 2006
Start Working Drawings	April 2004	Complete Construction	June 2007
Complete Working Drwngs	Dec 2004	Advertise for FF&E	Jan 2007
DSA Final Approval	Aug 2005	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report FY 2003-2004 and FY 2007-2008.

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
District Funding Commitment:	\$16,304,000	\$ 2,837,000	\$19,141,000
Anticipated State Match:	\$14,472,000	\$0	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Status: Close Out: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance.

In Progress: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out. Architect's proposal to complete close-out under review. Original Architectural firm is re-engaged to address pending items.

Recently Completed: Re-open project with DSA to address certification.

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

## 2. LIFE SCIENCES PROJECT

Project Description: This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	<b>Nov 2008</b>	Award Construction Contract	<b>April 2011</b>
Start Working Drawings	<b>April 2010</b>	Complete Construction	<b>March 2014</b>
Complete Working Drwngs	<b>June 2010</b>	Advertise for FF&E	<b>Sept 2013</b>
DSA Final Approval	<b>Dec 2010</b>	DSA Close Out	<b>May 2014</b>

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

	Original	Revision	Total
Project Budget:	\$24,861,000	-\$4,371,000	\$20,490,000
District Funding Commitment:	\$ 7,468,000	-\$ 546,000	\$ 6,922,000
Anticipated State Match:	\$17,393,000	-\$3,825,000	\$13,568,000
Basic Aid Allocation:	\$ 1,113,000	\$5,809,000	\$ 6,922,000

Status: Warranty: Final "first year discovery" items to be completed by end of the fiscal year. First year discovery projects include items discovered by the end users that are unrelated to warranty issues and that have been identified as necessary to have a fully operational facility.

In Progress: Re-advertisement of project.

Recently Completed: *Only two bids were received with disparity in value, the bids were rejected.*

Focus: Completion of "first year discovery" items. Final closeout of project budget.

## 3. BARRANCA ENTRANCE

Project Description: This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	<b>Feb 2010</b>	Award Construction Contract	May 2016
Start Working Drawings	<b>March 2011</b>	Complete Construction	Jan 2017
Complete Working Drwngs	<b>March 2011</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Dec 2012</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: *Construction Phase: 1% Complete. Issued Notice to Proceed.*

In Progress: *Development of submittals and preparation for mobilization.*

Recently Completed: *Agreements have been executed for Construction, Project Inspection, Construction Management and Testing and Inspection services. Pre-Construction meeting was held on June 7, 2016.*

Focus: *Contractor is making preparations for site mobilization, developing a Storm Water Prevention Program and preparing technical submittals to be reviewed by the Engineer of Record.*

#### **4. LIBERAL ARTS BUILDING PROJECT**

Project Description: This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the "A" quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

Start Preliminary Plans	<b>05/01/2012</b>	Award Construction Contract	07/15/2014
Start Working Drawings	<b>01/22/2013</b>	Complete Construction	06/30/2016
Complete Working Drwngs	<b>12/09/2013</b>	Advertise for FF&E	<b>02/26/2016</b>
DSA Final Approval	<b>06/17/2014</b>	DSA Close Out	08/31/2016

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

	Original	Revision	Total
Project Budget:	\$3,004,951	\$10,008,949	\$13,013,000
District Funding Commitment:	\$3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Status: Construction Phase: 95% complete. District staff anticipate that project completion will exceed contractor's identified completion date in June 2016 and the projected finish in the schedule table is adjusted according to current staff projections.

In Progress: *Building stain concrete, final painting, HVAC commissioning and exterior site work underway. Furniture, fixture and equipment buyout in process.*

Recently Completed: *Repair of plaster cracks, electrical and plumbing systems commissioned, furniture ordered, interior flooring installed*

Focus: *Complete interior finishes, Furniture, fixture and equipment procurement, delivery, complete exterior site work, elevator approval, complete mechanical commissioning.*

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: July 2016	DSA Close Out: Pending

## 5. FINE ARTS PROJECT

Project Description: The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending

DSA Final Approval	Pending	DSA Close Out	Pending
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Budget Narrative: Budget reflects Board action on 6/23/2014. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$2,053,000	\$37,756,000
District Funding Commitment:	\$10,562,000	\$8,316,000	\$18,878,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,878,000
Basic Aid Allocation:	\$795,000	-	\$795,000
Unallocated Amount:			\$36,961,000

Status: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

In Progress: Finalize Initial Project Proposals and Final Project Proposals (one each per college).

Recently Completed: District and college staff met with a planning consultant to ensure this year's state submittal is as competitive as possible.

Focus: Projects statewide compete for funding using an objective, established point allocation system. The Fine Arts project has been evaluated for state funding since 2006 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.

## 6. PARKING LOT PHASE IA PROJECT AND SOLAR SHADE STRUCTURES

Project Description: This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drwngs	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

Budget Narrative: Budget reflects Board action on 6/23/2014 and 6/22/2015. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$90,000	\$3,100,000
District Funding Commitment:	\$3,010,000	\$90,000	\$3,100,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

Status: Programming and Planning phase: 80% Complete with scope recommendation under consideration and in the CIC/ BAARC process.

In Progress: RFQ&P for Criteria Architect services proposals have been received and have been evaluated with recommendation forthcoming.

Recently Completed: Evaluation of Geotechnical and Criteria Architects' proposals complete.

Focus: Obtain project consultants, Evaluate prospective Criteria Architects' submittals.

## 7. HEALTH CENTER/CONCESSIONS PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	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 6/22/2015.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$0	\$5,200,000
District Funding Commitment:	\$5,200,000	\$0	\$5,200,000

Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$400,000	\$0	\$400,000
Unallocated Amount:	\$4,800,000	\$0	\$4,800,000

Status: Programming and Planning phase: 80% Complete.

In Progress: Project estimate provided to CIC/BAARC for annual process.

Recently Completed: Programming Report and statement of probable cost have been received.

Focus: Proceed to Design Phase pending approval of funding through CIC/BAARC process.

## **ATEP**

### **1. ATEP DEMOLITION**

Project Description: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	<b>Jul 2013</b>	Award Construction Contract	<b>Nov 2014</b>
Start Working Drawings	<b>Jul 2013</b>	Complete Construction	<b>Jul 2015</b>
Complete Working Drawings	<b>Apr 2014</b>	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
District Funding Commitment:	\$7,000,000	\$6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

Status: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: County land exchange negotiations.

Recently Completed: Phase Six Demolition Project is complete and the Notice of Completion was approved by the Board of Trustees on September 28, 2015.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site. Complete County land exchange.

## 2. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kW of solar electric power and will be a LEED Gold Equivalent building.

Start Preliminary Plans	<b>Oct 2014</b>	Award Construction Contract	<b>June 2015</b>
Start Working Drawings	<b>July 2015</b>	Complete Construction	Dec 2017
Complete Working Drwngs	<b>March 2016</b>	Advertise for FF&E	Aug 2017
DSA Final Approval	Sept 2016	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking.

	Original	Revision	Total
Project Budget:	\$22,850,000	\$3,250,000	\$26,100,000
District Funding Commitment:	\$22,850,000	\$3,250,000	\$26,100,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$3,250,000	\$24,700,000
Unallocated Amount:	\$ 1,400,000	\$0	\$1,400,000

Status: Construction Documents: 100% Construction Document complete. *Increment 1 – Site Grading has been approved by DSA. Increment 2 – Building is still in review by DSA and comments are anticipated by the end of June.*



In Progress: DSA review of documents and furniture showroom visits.

Recently Completed: Submission of project documents to DSA for review.

Focus: Review cost impacts related to geotechnical investigation modifying design needs after receipt of Design-Build Request for Proposals (RFP) and College requested increase in size of lobby collaborative space by 2,000 square feet.

### 3. ATEP – UTILITIES AND INFRASTRUCTURE

Project Description: This project is a utilities and infrastructure project required to support construction of the IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular, bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

Start Preliminary Plans	<b>Oct 2015</b>	Award Construction Contract	Sep 2016
Start Working Drawings	<b>Nov 2015</b>	Complete Construction	Nov 2017
Complete Working Drawings	<b>Mar 2016</b>	Advertise for FF&E	N/A
DSA Final Approval	<i>Jun 2016</i>	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$0	\$7,000,000
District Funding Commitment:	\$7,000,000	\$0	\$7,000,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$0	\$7,000,000

Status: DSA Review: DSA completed plans review on June 7, 2016.

In Progress: Creation of the Bid documents and the RFQ to pre-qualify contractors are both underway. Review and revision of the Sub-Area Master Plan for the utilities infrastructure planning with Irvine Ranch Water District continues.

Recently Completed: DSA submittal. City of Tustin has completed Bell Avenue design documents.

Focus: Coordinate site work with IVC First Building at ATEP, coordinate with the City of Tustin on Bell Avenue and coordinate with the County during Animal Care Center design.

**DISTRICT WIDE**

**1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM**

Project Description: This project is a districtwide facilities condition assessment including building and site assessments and associated cost models for repair costs and a prioritized list of projects. Building assessments were completed in advance of site assessment. Building assessment includes a system level review of all buildings located at the Saddleback and Irvine Valley colleges. Systems include mechanical, electrical, plumbing, elevators, building envelope, and finishes including a detailed analysis of mechanical components. Site assessment includes pavement, fencing and walls, signage, stadiums and playing fields, trees, landscaping, water supply, sanitary sewer system, storm water system, heating and cooling distribution systems, fuel and electrical distribution, communication distribution systems and site lighting.

Kick Off	Jul 2015	Start Report Development	Oct 2015
Start Research/Analysis	Aug 2015	Complete Report Development	Apr 2016
Complete Research/Analysis	Feb 2016	Final Report	May 2016

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

	Original	Revision	Total
Project Budget:	\$732,744	\$396,256	\$1,129,000
District Funding Commitment:	\$732,744	\$396,256	\$1,129,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$732,744	\$396,256	\$1,129,000

Status: Building Assessments and associated report are complete. Site assessments surveys are complete and *final report has been distributed*.

In Progress: District and College reviews of *final report* are in progress.

Recently Completed: Consultant submittal of *final report*.

Focus: *Acceptance* of final reports.

**2. PARKING STUDY**

Project Description: This projects analyzes parking issues at both colleges with the outcome resulting in a parking plan for Saddleback College and Irvine Valley College. The analysis from both colleges, will be used to create a Parking Plan at the ATEP site. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	<b>Dec 2015</b>	Start Report Development	<b>Mar 2016</b>
Start Research/Analysis	<b>Jan 2016</b>	Complete Report Development	<i>May 2016</i>
Complete Research/Analysis	<b>Mar 2016</b>	Final Report	<i>June 2016</i>

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	\$0	\$200,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

Status: Draft Report Phase: *The report is completed and has been reviewed by the committee and other key staff members.*

In Progress: *Presentations to the campus communities are currently underway and will be completed in June 2016.*

Recently Completed: The draft report is complete.

Focus: To assess current parking issues district-wide and establish standards.

**3. SUSTAINABILITY STUDY**

Project Description: This project develops a Sustainability/Energy Plan to support the colleges’ plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the study will advise the campuses on best practices, help take advantage of programs such as, Savings by Design, and recommend procurement methods for various sustainability projects. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Pending	Start Report Development	Pending
Start Research/Analysis	Pending	Complete Report Development	Pending
Complete Research/Analysis	Pending	Final Report	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	\$0	\$200,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

Status: Project Kick off TBD.

In Progress: Development of RFQ&P.

Recently Completed: Review of the State Chancellor's template sustainability plan and sample plans from other community colleges.

Focus: To create sustainability standards district wide.

#### 4. ADA TRANSITION PLAN

Project Description: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Mar 2016	Start Report Development	May 2016
Start Research/Analysis	Mar 2016	Complete Report Development	Sep 2016
Complete Research/Analysis	Jul 2016	Final Report	Oct 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$400,000	\$	\$400,000
District Funding Commitment:	\$400,000	\$	\$400,000
Anticipated State Match:	\$	\$	\$
Basic Aid Allocation:	\$400,000	\$	\$400,000

Status: Site surveys and analysis are underway.

In Progress: Site survey of Saddleback College is *100%* complete, *Irvine Valley College* is *25% complete* and analysis is underway *at both colleges*.

Recently Completed: Site survey of *Saddleback College* and ATEP buildings has been completed.

Focus: Completion of site surveys and barrier assessments at Irvine Valley College. *Working on completion of site surveys, data analysis, identification of priorities and starting development of Transition Plans.*

Project updates for active projects may be viewed at:  
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

#### Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

**TO:** Gary L. Poertner, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** June 16, 2016

**SUBJECT: President's Report for the June 27, 2016 Board of Trustees Meeting**

## **Presidential Scholarship Winners**

This year's Irvine Valley College (IVC) Presidential Scholarship was awarded to two students from Beckman High School. Dania Syed and Jose Moreno will be attending IVC this fall.

## **31<sup>st</sup> Annual Scholarship Awards Ceremony**

On May 23, the 31<sup>st</sup> annual Foundation Scholarship Awards Ceremony was held on the lawn of the IVC Live Oak Terraces. The event started with a continental breakfast at 8 a.m. followed by the program at 9 a.m. This year, 558 scholarships totaling \$415,341 were awarded to help students during the 2016-2017 academic year.

## **IVC Japanese Club Supports Kumamoto Earthquake Disaster Relief Efforts**

IVC Japanese Club students planned a fundraiser to help victims of the quake with disaster relief efforts following the Kumamoto Earthquake that struck Japan on April 16, 2016. The students, with the support and supervision of their club advisor, Takeshi Takakura, planned a 3-day fundraiser to sell baked goods, Japanese-style fans, rice balls and Kumamoto pins. The students' goal was to raise \$300. After spending 2-4 hour shifts over the span of three days, the Japanese Club raised over \$1,500. The Club will send 100% of the proceeds to the Kumamoto Prefectural Office through the Los Angeles Consulate General of Japan. The Japanese Club members hope to see improvement and recovery for the victims of the Kumamoto Earthquake. This is the second time the Japanese Club has supported the disaster relief efforts following devastation in Japan.

## **The Ear Launch Party**

On May 26, it was standing room only in the Performing Arts Center lobby at the publication party for the 2016 issue of *The Ear*, IVC's literary journal. After an absence of 14 years, *The Ear* has returned to print, revived by the efforts of Dr. Virginia Shank and a team of 17 students who served as editors at every stage of the process, applying the skills of editing, marketing, proofreading and designing. The result is an impressive 94-page journal which features the work of IVC students and staff as well as members of the community, including those affiliated with other institutions such as Saddleback College, Orange Coast College, UCI, California State University Long Beach and Biola University. While over half the pages of the journal are made up of the work of current students, it is noteworthy that other contributions come from IVC alumni, many of whom were in attendance that evening. The publication party featured a gallery show of contributors' artwork and a reading. Copies of *The Ear* are for sale at the campus bookstore for \$10.00. Submissions for next year's issue will open in the fall.

### **IVC Athletics Program Ranked Among Top Programs in California**

IVC's Athletics program has been ranked fourteenth among over 100 programs in the state. IVC is once again the top non-football school in California, according to the 2015-2016 National Alliance of Two-Year College Athletic Administrators (NATYCAA) Cup. The IVC Lasers won five conference titles during the 2015-2016 year, including men's soccer, women's volleyball, men's tennis, women's beach volleyball and women's badminton. The men's tennis team secured the state title for the second year in a row. Each college may use its five best men's teams and five best women's teams toward its total college score.

### **IVC Music Major Accepted to Rafael Mendez Brass Institute**

IVC trumpet student Grecia Rodas has been accepted to the Rafael Mendez Brass Institute July 10-16, 2016 at the University of Denver Lamont School of Music. The Rafael Mendez Institute is a one-week intensive program focused on technical skills, chamber music performance, and careers in music. Grecia Rodas has also received a partial scholarship to attend. Grecia was a graduate of Dana Hills High School in 2014, played the trumpet under the direction of IVC music faculty Tim Hall, and will continue her education studying music education at Chapman University this fall.

### **IVC Holds 31<sup>st</sup> Commencement**

On May 24, IVC held its 31<sup>st</sup> commencement at the Live Oak Terraces next to the Performing Arts Center. Erwin Chemerinsky, Dean of the School of Law at the University of California, Irvine (UCI) delivered the commencement address, and spoke about remembering civility and respect in this fast-paced digital world. Courtney Taylor, who received her Associate in Science for Transfer in business administration and Associate in Arts for social and behavioral sciences, served as the student speaker. She will be transferring to California State University Fullerton to study social marketing in the fall. IVC awarded 2,789 degrees and certificates. This year, IVC conferred 885 Associate in Arts degrees; 211 Associate in Arts for Transfer degrees, 159 Associate in Science degrees; 267 Associate in Science for Transfer degrees; and 1,522 Certificates of Achievement. This year the oldest graduate was 63 years old and the youngest graduate was 17 years old. Among IVC's students, 1,158 were graduating with degrees, 599 students were women, and 535 students were men. Among the graduates, IVC conferred degrees to 366 honor students; of these, 184 students graduated cum laude with an average of 3.5-3.74; 147 students graduated magna cum laude with a grade point average of 3.74-3.99; and 35 students graduated summa cum laude with a grade point average of 4.0.

### **Early College**

As part of IVC's Early College program, students earn dual college credit while still in high school, completing a series of courses known as the Inter-Segmental General Education Transfer Curriculum (IGETC) by the time they finished their senior year. A total of 44 students graduated in the Early College Class of 2016. Twenty-five Beckman High School students graduated, of whom 21 received Associate in Arts degrees. Out of the 19 El Toro High School graduates, 14 received Associate in Arts degrees.



## SADDLEBACK COLLEGE

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949.582.4500 • www.saddleback.edu

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

**FROM:** Dr. Tod A. Burnett, President

**SUBJECT:** Report for June 27, 2016 Board of Trustees Meeting

Saddleback College has been designated as a Great College to Work for by the Chronicle of Higher Education. The Chronicle's Great Colleges to Work for survey is one of the largest and most respected workplace-recognition programs in the country. Now in its ninth year, it recognizes the colleges that get top ratings from their employees on workforce practices and policies.

Saddleback conducts a climate survey every two years, and this year chose to participate in the Great Colleges to Work For survey because it allows us to benchmark with many other community colleges and four-year universities across the nation.

This year, 281 institutions participated in the survey, including 189 four-year and 92 two-year institutions. Of the 281 institutions, 93 are recognized as a Great College to Work For, including 68 four-year and 25 two-year institutions. Saddleback was recognized in the Collaborative Governance and Compensation and Benefits categories.

The results of the survey will be released in the Chronicle's annual report on The Academic on July 18<sup>th</sup>.

### Office of Instruction

#### *Fine Arts and Media Technology*

Fine Arts and Media Technology is going through a major construction project of the McKinney Theatre, classrooms, and offices for the summer. Staff, faculty, administration, and students moved to LRC offices, classrooms, and rehearsal spaces (LRC 119, 120, and 128) from June through August.

June is a light month for performances but faculty, staff, and students are gearing up for Summer of Theatre 2016 in July. Rehearsals for *Beauty and the Beast* and the *Beast* and *Little Shop of Horrors* are underway and the stage is being built on the upper campus quad for shows all through July, which also include Jazz and Shakespeare.

#### *Online Education and Learning Resources*

The Library is offering online workshops via BlackBoard through July 29 @ 11:55pm. Librarians will report student attendance information to instructors at the end of their summer sessions. The workshops include topics on avoiding plagiarism, finding articles, and finding information.



## **External Affairs**

### *Marketing and Communications*

The marketing department has launched its campaign to promote fall semester enrollment. The campaign includes the following:

- Career Focus magazine, which highlights Saddleback College's career technical education programs
- Transfer brochure highlighting the top transfer destinations of our students and the money they save by spending their first two years at Saddleback
- Outdoor media – advertising on OCTA buses in south Orange County
- Google ads – three online ads will be launched highlighting transfer, career, and online programs
- Radio ads – two radio spots will be in rotation

### *Saddleback College Foundation*

The results of the 2016 gala are in and show that proceeds increased substantially compared to last year's event. The total income for the 2016 gala was \$160,512, compared to \$134,745 in 2015. Thank you to all the donors who helped us raise these funds for student scholarships.