

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Wednesday, April 12, 2017
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community.

Americans with Disabilities Acts (ADA)

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

1.5 Approval of Minutes – Regular meeting of March 27, 2017

Action

1.6 Approval of Consent Calendar

Action

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (*).**

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

1.7 Recognition of Gerald Ghelfi

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

- Senate meetings

2.7 Reports from Board Committee Chairpersons

- Board Facilities Committee

3.0 INSTRUCTION

*3.1 Approval of Upward Bound Summer Residential Program Contract with Chapman University Action

The administration recommends approval of the Upward Bound Summer Residential Program contract with Chapman University as presented.

*3.2 Approval of Lease Agreement between Rancho Santiago Community College District and Santa Ana Unified School District (SAUSD) Action

The administration recommends approval of the five-year lease agreement with SAUSD for classroom and support facilities at the Remington Elementary facility as presented.

3.3 Approval of Parking Lease Agreement between Rancho Santiago Community College District and OCR Land LLC Action

The administration recommends approval of the five-year parking lease agreement with OCR Land LLC for 144 parking spaces as presented.

*3.4 Approval of Agreement with TargetSolutions Learning, LLC for Fire Technology Program Action

The administration recommends approval of the agreement with TargetSolutions Learning, LLC for the Fire Technology Program as presented.

* Item is included on the Consent Calendar, Item 1.6.

- *3.5 Approval of Proposed Revisions for the 2017-2018 Santiago Canyon College (SCC) Catalog Action
The administration recommends approval of the proposed revisions for the 2017-2018 SCC catalog as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from March 11, 2017, to March 24, 2017
- *4.3 Approval of Change Order #1 for A&D Fire Sprinklers, Inc. for Fire Line Pump Replacement at District Office Action
The administration recommends approval of change order #1 for A&D Fire Sprinklers, Inc. for the fire line pump replacement at the district office as presented.
- *4.4 Acceptance of Completion of Bid #1300 for Fire Line Pump Replacement at District Office and Approval of Recording of Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.5 Ratification of Award of Bid #1320 for Reconfiguration of Congressman Correa's Offices at District Office Action
The administration recommends ratification of the award of Bid #1320 to De La Torre Commercial Interiors, Inc. in Orange for reconfiguration of Congressman Correa's offices at the district office as presented.
- *4.6 Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. for Architectural Services for Emergency Blue Phone and Americans with Disabilities Act (ADA) Path of Travel Upgrade Project at Various Sites Action
The administration recommends approval of the amendment with Lentz Morrissey Architects, Inc. for architectural services for the emergency blue phone and ADA path of travel upgrade project at various sites as presented.
- *4.7 Approval of Amendment to Agreement with HPI Architecture for Professional Design Services for new Johnson Student Center Project at Santa Ana College Action
The administration recommends approval of the amendment with HPI Architecture for the new Johnson Student Center project at SAC as presented.

- *4.8 Ratification of Award of Bid #1314 for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College Action
The administration recommends ratification of the award of Bid #1314 to Coastal Sports Flooring in Encino for the dance floor replacement at Building G at SAC as presented.
- *4.9 Approval of Agreement with Sandy Pringle Associates for Division of State Architect (DSA) Project Inspector Services for U Portables Certification Project at Santiago Canyon College Action
The administration recommends approval of the agreement with Sandy Pringle Associates in Torrance for DSA project inspector services for the U Portables certification project at SCC as presented.
- *4.10 Award of Bid #1315 for U Portables Certification Site Work at Santiago Canyon College Action
The administration recommends awarding Bid #1315 to Minco Construction in Gardena for U Portables certification site work at SCC as presented.
- *4.11 Award of Bid #1316 for U Portables Certification Electrical at Santiago Canyon College Action
The administration recommends awarding Bid #1316 to Minako America Corporation dba Minco Construction in Gardena for U Portables certification electrical at SCC as presented.
- *4.12 Rejection of Bid #1317 for U Portables Certification Plumbing at Santiago Canyon College Action
The administration recommends rejection of Bid #1317 for U Portables certification plumbing at SCC as presented.
- *4.13 Award of Bid #1318 for U Portables Certification Interior Work at Santiago Canyon College Action
The administration recommends awarding Bid #1318 to Minco Construction in Gardena for U Portables certification interior work at SCC as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Basic Skills Initiative (SAC) - *Adjustment* -\$ 1,528
 - Basic Skills Initiative (SCC) - *Augmentation* \$ 2,138
 - California Early Childhood Mentor Program (SAC/SCC) \$ 1,150
 - California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant III (District) \$128,840

* Item is included on the Consent Calendar, Item 1.6.

- *5.2 Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for Assembly Bill (AB) 104 Adult Education Block Grant – Data and Accountability Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.3 Board of Trustees Cast Ballot for California Community College Trustees (CCCT) Board of Directors Election – 2017 Action
It is recommended that the board cast their ballot for the CCCT Board of Directors election for 2017.
- 5.4 Nomination of Phillip Yarbrough to Association of Community College Trustees (ACCT) Public Policy Committee Action
Mr. Yarbrough requests approval of a letter of nomination to serve on ACCT's Public Policy committee during the 2017 calendar year.
- 5.5 Board Member Comments Information

RECESS TO CLOSED SESSION

Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)

Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)

The following item(s) will be discussed in closed session:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

* Item is included on the Consent Calendar, Item 1.6.

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

Completion of the information on the form is voluntary. Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of 2015-2016 Adjusted Permanent Chancellor Annual Salary Schedule
- Approval of 2016-2017 Permanent Chancellor Annual Salary Schedule
- Approval of Appointments
- Approval of Interim Assignments
- Approval of 2015-2016 Adjusted Permanent FARSCCD Salary Schedules
- Approval of 2016-2017 Permanent FARSCCD Salary Schedules
- Approval of Changes of Effective Date for Long-term Substitute per Education Codes 87481 & 87482
- Approval of Changes of Effective Date for Part-time Hourly New Hire
- Approval of Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Faculty Association of Rancho Santiago Community College District Action

It is recommended that the board approve the collective bargaining agreement with FARSCCD for the period of July 1, 2015, through June 30, 2017.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 24, 2017.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
2323 North Broadway, #107
Santa Ana, CA 92706

Board of Trustees
(Regular meeting)
March 27, 2017

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Mr. John Hanna. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Phillip Yarbrough, and Ms. Esther Chian. Mr. Larry Labrado and Ms. Nelida Mendoza arrived at the time noted.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, Dr. Raúl Rodríguez, and Dr. Linda Rose. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Don Sneddon, Professor, Fire Technology, Santa Ana College (SAC).

Mr. Hanna asked for a moment of silence for prayer or contemplation for Rancho students, faculty, classified, and administrators for success in their endeavors this month.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve a revised page to the agenda (page 4) and revised pages to Item No. 4.5 (Agreements for Emergency Relocation of Music Bldg.). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

Mr. Labrado arrived at this time.

1.4 Public Comment

Dr. Cari Cannon, Ms. Kristen Guzman, Ms. Becky Haglund, Mr. Gerald Sirotnak, Mr. John Smith, and Ms. Christa Soulhide spoke regarding the contract proposal to the district from the Faculty Association of Rancho Santiago Community College District (FARSCCD).

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the minutes of the meeting held March 13, 2017. The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.3 (2017-2018 Tentative Budget Assumptions) removed from the Consent Calendar by Mr. Yarbrough. The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

3.1 Approval of Corrected College Central Network, Inc.’s Career Services Central Application Service Provider (ASP) Agreement

The board approved the corrected agreement with College Central Network, Inc.’s Career Services Central ASP as presented.

3.2 Acceptance of Professor Regina Lamourelle’s Sabbatical Leave Report

The board accepted Dr. Lamourelle’s Sabbatical Leave Report.

3.3 Approval of Upward Bound Math and Science Summer Residential Contract with California State University, Fullerton

The board approved the Upward Bound Math and Science Summer Residential Program Contract with California State University, Fullerton.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from February 25, 2017, to March 10, 2017.

4.4 Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for Science Center Project at Santa Ana College (SAC)

The board approved the amendment with Hammel, Green and Abrahamson, Inc. in Santa Monica for professional design services for the Science Center project at SAC as presented.

1.6 Approval of Consent Calendar (contd.)

4.5 Ratification of Agreements for Emergency Relocation of Music Building to Johnson Student Center at Santa Ana College per Resolution No. 17-01 with Patriot Contracting & Engineering, Inc., et. al.

The board ratified the agreements, incorporated herein by reference, for the emergency relocation of the Music Building to the Johnson Student Center at SAC per Resolution No. 17-01 with Patriot Contracting & Engineering, Inc., et. al., as presented.

4.6 Acceptance of Completion of Resolution No. 17-01 Authorizing Emergency Contracts for Immediate Construction Improvements to Johnson Student Center at Santa Ana College and Approval of Recording of Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.7 Acceptance of Completion of Bid #1308 for Buildings A & B Soffit Repairs and Child Development Center (CDC) Post Repairs at Santiago Canyon College (SCC) and Approval of Recording of Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.8 Acceptance of Completion of Bid #1312 for Tenant Improvements at District Office and Approval of Recording of Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.9 Approval of Independent Contractor

The board approved the following independent contractor: Aric Bostick Success Training to provide keynote guest speaker services at Pathways to Teaching Annual Tomorrow's Teachers Conference and Orange County Teacher Pathway Partnership Teacher/Faculty Professional Development Day. Dates of service are April 21, 2017, through April 22, 2017. The fee is estimated at \$15,000.

4.10 Approval of Purchase Orders

The board approved the purchase order listing for the period February 1, 2017, through March 10, 2017.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- Disabled Students Programs & Services (DSPS) (SCC) \$785,760

1.6 Approval of Consent Calendar (contd.)

5.2 Approval of Second Amendment to Sub-Agreement between RSCCD and IDMLOCO for Career Technical Education Data Unlocked Grant

The board approved the amendment to the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.3 Adoption of Resolution No. 17-08 Certifying Emergency Closure of Santa Ana College Early Childhood Education Center

The board adopted Resolution No. 17-08 certifying the SAC Early Childhood Education Center was closed due to an emergency gas and water outage on February 22, 23, and 24 of 2017.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, Interim President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

2.3 Report from Student Trustee

Ms. Chian provided a report to the board, which included a report on the American Student Association of Community Colleges Annual National Student Advocacy Conference she attended in Washington, D.C. on March 11-14, 2017.

2.4 Reports from Student Presidents

The following student representatives provided reports to the board on behalf of the Associated Student Government (ASG) organizations:

Ms. Esther Chian, Student President, Santiago Canyon College
Ms. Lisette Cervantes, Student President, Santa Ana College

2.5 Report from Classified Representative

Mr. Miguel Luna, Student Services Coordinator, Transfer Center, Santiago Canyon College, provided a report to the board on behalf of the classified staff, which included a report on the Transfer Center at SCC.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College
Dr. Elliott Jones, Academic Senate President, Santa Ana College

Ms. Mendoza arrived during the Academic Senate presidents' reports.

2.7 Informational Presentation on the Budget

Mr. Hardash provided a presentation on the budget to the board. Board members received clarification on items related to the budget from Mr. Hardash.

2.8 Reports from Board Committee Chairpersons

The March 23, 2017, Board Facilities Committee meeting was cancelled; therefore, there was no report.

Mr. Hernandez provided a report on the March 16, 2017, Orange County Community College Legislative Task Force meeting.

3.0 INSTRUCTION

All items were approved as part of Item 1.6 (Consent Calendar).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.4 through 4.10 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of 2017-2018 Tentative Budget Assumptions

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the 2017-2018 Tentative Budget Assumptions as presented. Discussion ensued. Mr. Hernandez asked that the motion be amended to include having staff present a plan to the board within 60 days in order for the board to evaluate and provide suggestions for a balanced budget. Mr. Yarbrough asked that the answers to the questions he asked be attached to the minutes. The amended motion to approve the 2017-2018 Tentative Budget Assumptions as presented and have staff present a plan to the board within 60 days in order for the board to evaluate and provide suggestions for a balanced budget carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza, with a nay vote from Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

5.0 **GENERAL**

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.6 (Consent Calendar).

5.4 Board Member Comments

In reference to a speaker during public comments, Ms. Alvarez indicated that the trustees should be shown respect during public comments and inappropriate language has no place in a public venue, especially for a faculty member who is expected to be held to a higher standard. In reference to the speaker's comments regarding the board preferring one bargaining group to another, Ms. Alvarez stated that the board takes pride in treating people equally. She expressed thanks to Mr. Luna who explained in his report (Item 2.5) various ways that classified staff have assisted students.

Mr. Hernandez congratulated staff on the following events that he recently attended: SAC KinderCaminata, SCC Community Science Night, and SAC/SCC Spring Spectacular!

Mr. Hernandez reported that while in Washington, D.C., he extended an invitation to Ms. Betsy DeVos, the United States Secretary of Education, to visit SAC. Since he was unsure of the protocol, he asked the board if the invitation to Ms. DeVos should be discussed at a future board meeting or if the chancellor is able to explore the possibility of a visit by Ms. DeVos. Mr. Hanna spoke in favor of a visit by Ms. DeVos.

Mr. Hernandez indicated that the California Board of Governors plans to hold a meeting at SAC in September and he and Mr. Hanna asked staff to begin preparations for its visit.

Ms. Mendoza and Ms. Barrios reported that they attended Community Science Night at SCC on March 24 and thanked staff for hosting such a successful event.

Mr. Yarbrough asked the chancellor for a report on the projections of income and expenses for the next five or ten years in order for the board to prepare for upcoming budget issues.

Mr. Yarbrough reported that while he was in Washington, D.C, he met with Mr. Lee Bakari, Chair, Board of Directors, Association of Community College Trustees (ACCT), and other members of the ACCT Board of Directors who commended Mr. Yarbrough on his support for the Deferred Action for Childhood Arrivals (DACA) students. Mr. Yarbrough indicated that Mr. Bakai invited him to join the ACCT Public Policy Committee; therefore, Mr. Yarbrough asked the board for a letter of nomination for this committee.

5.4 Board Member Comments (contd.)

Since Women's History Month celebrates women during the month of March, Mr. Yarbrough commended women for all they do and indicated that they should be honored all year long.

Mr. Hanna commended Ms. Teresa Mercado-Cota on assisting students and staff on receiving information about air bag recalls.

Mr. Hanna asked that the district's general counsel provide a memorandum regarding board members' ability to respond to comments made during the public comments portion of the meeting.

Mr. Hanna expressed disappointment in the insulting comments and language that was displayed during public comments by one of the speakers. Although he indicated that those comments were not helpful to move the faculty's cause forward, Mr. Hanna stated that the board would always do what is best for the district. In reference to the speaker's comments regarding the board preferring one bargaining group to another, Mr. Hanna indicated that faculty are a critical component to students and he expressed thanks to Mr. Luna who explained in his report (Item 2.5) various ways that classified staff have assisted students. He clarified that it takes faculty and classified employees to assist students in their educational success.

Mr. Hanna asked that the college presidents not rush through their reports even if the meeting runs late since board members want to know what is occurring on campus.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:19 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Ms. Chian left the meeting at this time.

RECONVENE

Issues discussed in Closed Session (Board Clerk)

The board reconvened at 9:03 p.m.

Public Comment

There were no public comments.

Closed Session Report

Ms. Barrios reported during closed session the board discussed public employment, labor negotiations, the chancellor's evaluation, and public employee discipline/dismissal/release. Ms. Barrios reported during closed session the board ratified a fifteen (15)-day suspension for a Child Development Teacher with the following vote: Aye - Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. In addition, Ms. Barrios reported that at a previous board meeting, the board took action during closed session to suspend a classified manager for thirty (30) days with the following vote: Aye - Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Adjusted Effective Dates of Appointment
- Approve 2017-2018 Voluntary Workload Reduction Request Forms
- Approve 2016-2017 Contract Extension Days
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Adoption of Resolution No. 17-07 Authorizing Payment to a Trustee Absent from Board Meeting

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to adopt Resolution No. 17-02 authorizing payment to Student Trustee Esther Chian who was absent from the March 13, 2017, board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Wednesday, April 12, 2017.

There being no further business, Mr. Hanna declared the meeting adjourned at 9:04 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 12, 2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: March 27, 2017
To: Dr. Raúl Rodríguez
From: Peter J. Hardash & Adam O'Connor
Subject: Responses to Board Requests

From Trustee Phillip Yarbrough

I would like the following questions answered for 4.3:

Given the information that we have today...

1. What does “borrow 2017 summer credit FTES to maintain the 2015-16 base apportionment revenue” actually mean.
 - a) Does it mean that you are saying that the summer 2017 credit FTES that you are anticipating will be \$5.65 million or more?
 - No
 - b) If so, what is this assumption based upon?
 - N/A
 - c) Is there a plan to expand Summer 2017 enough to capture \$5.65 million in additional state revenue? No.
 - At P1 reporting of the 320 Report to the State Chancellor’s Office, the district reported a decline of 2.17% in Full Time Equivalent Students (FTES). This would amount to an effective \$3.4 million loss in funding commencing in 2017-2018. The district has two options to maintain our earned 2015-16 funded base FTES and not decline in 2016-2017. The first option is to take the loss of FTES in the current 2016-2017 fiscal year by going into Stabilization, which means the state maintains the funding at last year’s FTES earned revenue amount. For 2017-2018, the district would be in Restoration, meaning the district would need to either grow back the loss of 2.17% or borrow FTES from the 2018 summer to maintain funding in 2017-2018.

The second option is to borrow in 2016-17 from summer 2017 to maintain base FTES funding at 2015-2016 levels in the current 2016-2017 year. These

options were discussed in an expanded Chancellor's Cabinet this morning involving the college Vice Presidents. After a lengthy discussion, it was agreed upon to maintain the current 2016-2017 year FTES base by borrowing from 2017 summer to the extent necessary to maintain base FTES in 2016-2017. We have capacity of approximately 1500-1600 credit FTES in the 2017 summer programs to utilize for this borrowing strategy.

2. What is the state paid revenue for one FTES - \$4,994.49?
 - a) What is the anticipated FTES increase or loss for 2017-18, and what is that assumption based upon?
 - The current per FTES rates are \$5,005.68 per credit and CDCP, and \$3,010.06 per noncredit. As mentioned in question #1, the reported loss of FTES in 2016-17 amounts to \$3.4 million. In 2017-18, the district would be in Stabilization and attempting to grow back (restore) out of the decline.
3. Budget Assumption I. c) Where is the EPA in the Tentative Budget Analysis? Is there a corresponding reduction in state aid and faculty salaries that is not shown?
 - The analysis page of the assumptions show new ongoing revenues and new ongoing costs. The EPA (Education Protection Account – Prop 30 revenues) funding isn't new and only represents a portion of the overall funding related to our total computational revenue along with property taxes, student fees, and state apportionment. One way to look at this is instead of the state supporting our revenue at a higher level, they are able to support at \$23 million less and backfill our funding with the collected taxes based specifically on the EPA.
4. Budget Assumption I. f) For the Categorical programs that require matching funds, are those matching funds expenditures reflected in the Tentative Budget Assumption Analysis?
 - a) Is the anticipated \$5.65 million deficit worsened if the state final COLA is less than 1.48%, or would reductions within the Categorical programs be made to maintain a deficit not in excess of \$5.65 million?
 - Our Budget Allocation Model requires the colleges to budget for all required expenses to support the programs and services they offer, including categorical matches. If the state-provided COLA goes up or down, there is not an immediate impact on the budget as any COLA is sequestered until collective bargaining has concluded. If settlements are greater than the amount received for COLA, this would have an impact on the budget and would require corresponding reductions in other costs to accommodate the negotiated increases.
5. Budget Assumption II. i) What is the \$325,000 increase based upon? If there is an increase in non-resident enrollment, what is that predicated upon? Is this increase revenue due to the increase in non-resident tuition that we recently approved? If so, how much of the \$325,000 is the result of this increase?
 - New anticipated tuition fee revenues. Yes, current year has had an increase in non-resident students. Both campuses anticipate a further increase in non-resident students and therefore, an increase in the fee collections, SAC

budgeted an increase of \$300,000 and SCC budgeted an increase of \$25,000.

6. In the Tentative Budget Assumption Analysis, footnote 1, what does it mean, “The district is in stabilization in 2016-17 based upon this reporting”?
 - a) Does it mean that since we are “stabilizing” by using \$5.67 million our \$13.7 million reserve funds?
 - b) If there is a deficit in the tentative budget for 2017-2018 in excess of \$8.03 million, will we be in “stabilization”?
 - No. The term stabilizing in this footnote is related to revenue. Please see question #1 for more details. In addition to the revenue stabilization of \$3.4 million, we also have expenses in excess of revenues of \$5.65 million.

7. Budget Assumption III. g) says the 2016/17 ARC increased \$3.3 million, the Tentative Budget Analysis says the 2017/18 increase is \$2.58, a \$774k *reduction*. If this is correct is this reduction due to the increase in payroll tax for ARC?
 - The total Annual Required Contribution (ARC) for the unfunded liability for retiree health benefits, increased last fiscal year by an additional \$3.3 million to a total annual ARC cost of \$11.7 million. The portion being charged to the Unrestricted General Fund is an increase of \$2.58 million of the \$3.3 million increase. The difference is the amount associated with employees funded by categorical and restricted funds.
 - a) How long have we charged payroll 1% for ARC?
 - Note that due to this increased ARC, we are now charging 3.63% of payroll rather than 1%. The 1% of payroll has been a budget assumption and charged since the district started contributing to the unfunded liability about twelve years ago.
 - b) Have the employees and employee groups been forewarned of this impending increase in payroll tax for ARC?
 - Yes. These assumptions have been discussed and reviewed in detail with both the Fiscal Resources Committee and District Council which has representation by the employee groups.
 - c) It’s the State of California who is imposing this payroll tax, isn’t that correct?
 - No, this is not imposed by the state. This cost is based on our biennial actuarial study required under GASB 43/45 which calculates the ARC for the unfunded liability for the RSCCD retiree health benefit plans.

ARC	\$2,576,106	45.56%	
CalSTRS	\$1,196,296	21.16%	
CalPERS	\$607,948	10.75%	77.46%
Step & Column	<u>\$1,200,000</u>	<u>21.22%</u>	
Total	\$5,580,350	98.68%	
Deficit	<u>(\$5,654,821)</u>	100.00%	
Total	<u>(\$74,471)</u>	-1.32%	

8. The increases in ARC, CalSTRS and CalPERS are 77.46% of the requested deficit that is being asked for 2017/18. Since these three expenses are outside of our budgetary control, meaning that we are subject to the increases by the State, what do we anticipate happening to these three expenses in the next five years?
 - a) What is our plan to meet these expenses?
 - As mentioned in question #7, the ARC is not an employee benefit cost imposed by the state. However, the increases to CalSTRS and CalPERS employer rates over the next four years will have a devastating effect on our district's unrestricted general fund budget. Absent any new unrestricted general fund revenues from the state to assist districts with these increasing pension rates, districts will need to make corresponding reductions in costs in other areas of the district's budget in order to accommodate these employer rate increases.

9. What is the plan to return our budget to an income and expense balance, and when do we anticipate a balanced budget?
 - The Chancellor's Cabinet and the two College Cabinets are fully aware of this issue and have been working on fiscal strategies to bring the budget into alignment. Each college and the District Office have been given budget reduction targets that would erase the imbalance in the budget. The budget may not be fully aligned until the adopted budget that will be forwarded to the Board next September.

10. What plans were made to avoid this \$5.67 million deficit and how did these plans fail?
 - The Budget Stabilization Fund was put into place to help smooth out unexpected budget shortfalls until they could be dealt with in a more permanent manner. There was no failure involved in this process. The budget is a fluid and changing document that can and does fluctuate. Adding to the problem, our enrollment results have been much less than anticipated. This downturn in enrollment has affected our revenue at the same time as other fixed costs are rising at a faster pace than our revenue. It doesn't take long to develop a budget imbalance, but it typically takes many months to correct for such imbalances. We are in the process of making those corrections.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To:	Board of Trustees	Date:	April 12, 2016
Re:	Approval of Upward Bound Summer Residential Program Contract with Chapman University		
Action:	Request For Approval		

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and enhance student success in college. For the past fourteen years we have offered a grant-funded summer residential program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The 2017 summer residential program will be hosted by Chapman University and will serve 35 high school students.

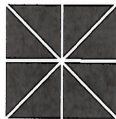
ANALYSIS

Chapman University will provide residence hall, housekeeping services, all meals, use of recreational areas, classrooms and computer labs during the four-week summer program. The program has been highly successful and is recommended by partners (SAUSD and SAC) for continuation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Upward Bound Summer Residential Program contract with Chapman University as presented.

Fiscal Impact:	Not to exceed \$55,000 (grant funded)	Board Date:	April 12, 2017
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Alicia Kruizenga., Dean of Student Affairs		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Institutional Event Management
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811*

This Chapman University Conference Agreement (“Agreement”) is made and entered into this 28th day of February, 2017 by and between Chapman University, a California corporation, hereinafter called “University” and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a non-profit public agency, hereinafter called “Client”, which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2017 Summer Residential Program*

Description of Conference: *Pre-college academic program including SAT prep, recreation, and enrichment workshops.*

Address: *Peter J. Hardash
Vice Chancellor of
Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 564-6843 [Romelia Madrigal]*

Email Address: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *35 Students and
5 Staff each week*

Residence Hall staff check-in date and time: *July 5, 2017 (9am-10am)*

Residence Hall check-in date and time: *July 5, 2017 (1pm – 2pm)
July 9, 2017 (6pm – 7pm)
July 16, 2017 (6pm – 7pm)
July 23, 2017 (6pm – 7pm)*

Residence Hall check-out date and time:

*July 7, 2017 (5pm – 6pm)
July 14, 2017 (5pm – 6pm)
July 21, 2017 (5pm – 6pm)
July 28, 2017 (5pm – 6pm)*

**Please note that time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under “Estimate and Guarantee” set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

A housing list with participants paired will be due in Chapman University’s Institutional Event Management Office by June 23, 2017.

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:		<i>Dinner, July 5, 2017</i>
Last conference meal will be:		<i>Lunch, July 28, 2017</i>
Number of Meals:	Breakfast (17)	<i>July 6 – 7, 2017 July 10 – 14, 2017 July 17 – 21, 2017 July 24 – 28, 2017</i>
	Lunch (15)	<i>July 6 – 7, 2017 July 10 – 13, 2017 July 17 – 20, 2017 July 24 – 28, 2017</i>
	Dinner (14)	<i>July 5 – 6, 2017 July 10 – 13, 2017 July 17 – 20, 2017 July 24 – 27, 2017</i>

Lost Meal Cards:

Per meal card charge

\$15.00

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Randall Dining Commons and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University's contracted food service.

MEAL CARDS: Each of the Client's participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant's enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

Facility	Date(s)	Times
Large Room for Orientation	June 24, 2017	9:00am – 12:00pm
3 Classrooms seating 20 students each	July 5 – 7, 2017	8:30am – 12:30pm
	July 10 – 13, 2017	8:30am – 12:30pm
	July 17 – 20, 2017	8:30am – 12:30pm
	July 24 – 27, 2017	8:30am – 12:30pm
3 Classrooms (TBD)	July 5 – 7, 2017	1:30pm – 5:20pm
	July 10 – 13, 2017	1:30pm – 5:20pm
	July 17 – 20, 2017	1:30pm – 5:20pm
	July 24 – 27, 2017	1:30pm – 5:20pm
Recreational Facilities as available (TBA)	July 5 – 7, 2017	6:30pm – 7:30pm
	July 10 – 13, 2017	6:30pm – 7:30pm
	July 17 – 20, 2017	6:30pm – 7:30pm
	July 24 – 27, 2017	6:30pm – 7:30pm
1 Shared Computer Lab	July 5 – 7, 2017	8:00am – 12:30pm
	July 10 – 13, 2017	8:00am – 12:30pm
	July 17 – 20, 2017	8:00am – 12:30pm
	July 24 – 27, 2017	8:00am – 12:30pm
Residence Hall Lounge	July 9, 2017	TBA
	July 16, 2017	TBA
	July 23, 2017	TBA
Room for a Dance	July 27, 2017	5:00pm – 10:00pm
Large Room for Closing Ceremony	July 28, 2017	5:00pm – 9:30pm

The facilities of the University that are the subject of this Agreement are referred to herein as the "Facilities".

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night. Five single rooms will be provided for the staff at the double occupancy residence hall rate.)*

40 participants @ \$1,068.50 per person for 4 weeks **\$42,740.00**

Facilities *(As outlined in Section 4)*

Facilities, as outlined in Section 4, will be at no additional charge provided there are at least 40 participants, including staff registered in the residence halls for the entire program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To be determined**

ESTIMATED TOTAL CONFERENCE CHARGES **\$42,740.00**

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before June 26, 2017. Final conference invoices are due and payable to the Chapman University Institutional Event Management Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$14,959.00 is due with return of the signed agreement by June 1, 2017.

The balance of \$27,781.00 will be due and payable on or before June 26, 2017.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to Chapman University's Institutional Event Management Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Associate Director of Institutional Events.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii. Sexual Misconduct – Included in the Each Occurrence limit. Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
 - iii. General Aggregate \$2,000,000

- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
 - i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Chapman University facilities.

- ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The Client shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to Chapman University. Each COI shall specify that should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - ii. The above-described Certificate of Insurance will be due in Chapman University's Institutional Event Management Office by **June 1, 2017**.
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California, a self-insurer or Joint Powers Authority (JPA) authorized in the state, or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The University's Institutional Event Management Office must approve all amplified sound.

SMOKING: Chapman University is a smoke-free campus.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University's Institutional Event Management Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

DISCLAIMER: The Client agrees that the following statement will be provided to the attendees either in registration materials for the event or through use of a sign or posting for the attendees at entrance for event. If the statement does not appear in the event registration materials, then the Client will inform the attendees verbally of such applicable provisions at the start of the event.

“The advice and/or information provided by Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706 at this event is not endorsed by nor should it be construed as educational/legal advice from Chapman University.

This provider is not Chapman University and attendance at this event does not confer or certify any rights or privileges from Chapman University, including but not limited to, admission, enrollment, educational credit, certificate or degree.”

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client’s activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

NOTICE TO PARENTS AND TRAINING: Where Client’s activities under this Agreement involve participation by minors, Client agrees to provide notice to each minor’s parents or legal guardians regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement. Client also agrees to educate and train all employees, agents, independent contractors, volunteers, or other individuals who are performing services for Client regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement.

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Except for University’s gross negligence or willful misconduct, Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys’ fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

11. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

By: _____
Signature

Peter J. Hardash _____
Print Name

Vice Chancellor for Business
Operations & Fiscal Services

Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To: Board of Trustees	Date: April 12, 2017
Re: Approval of Lease Agreement between Rancho Santiago Community College District and Santa Ana Unified School District	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a long-standing partnership with Santa Ana Unified School District to co-locate educational services to meet the educational needs of the community. The lease of eleven classrooms rooms and office space at Remington Elementary School will expand access to the community for adult education programs and services and child development education. The Rancho Santiago Adult Education Block Grant plan has identified the geographic area served by this new facility as the area of highest need in the district for adult education programs.

ANALYSIS

This is a five-year lease with an annual lease rate of \$186,227.72. The District will generate state funding for the offerings at this center. It is anticipated that academic programs will be initiated in the Fall 2017 term. Santa Ana College anticipates the new facility will generate 400 FTES in the 2017-018 fiscal year and 600 FTES annually thereafter. Apportionment revenue will be sufficient to ensure that the facility will be able to sustain all instructional, staffing and facility expenses not associated with this agreement. In addition, the new facility will receive a \$300,000 annual allocation to support operations from Adult Education Block Grant funding.

RECOMMENDATION

It is recommended that the Board of Trustees approve the five-year lease agreement with Santa Ana Unified School District for classroom and support facilities at the Remington Elementary facility as presented.

Fiscal Impact:	\$186,227.72 annually for five years	Board Date: April 12, 2017
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**JOINT USE LEASE AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

THIS JOINT USE LEASE AGREEMENT ("Lease") is made between the SANTA ANA UNIFIED SCHOOL DISTRICT, a State of California local educational agency ("Lessor"), and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a State of California community college district ("Lessee"), this ___ day of _____, 2017. Lessor and Lessee may be referred to herein collectively as the "Parties."

WHEREAS, Lessor seeks to establish a new center to meet the community needs in center/east Santa Ana. This center would meet an identified community need for English as a Second Language, High School Diploma, High School Equivalency Preparation, Adult Basic Education, Career and Technical Education courses and college credit courses. In addition, the center will house a state-funded Child Development Center in two classrooms.

WHEREAS, Lessor is authorized, pursuant to California Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session"; and

WHEREAS, Lessor is the fee owner of certain real property and improvements thereon situated at 1325 E. 4th St., Santa Ana, California 92701 and which is referred to hereinafter as the "Property."

WHEREAS, Lessee desires to lease from Lessor the vacant space consisting of the "Premises" described in Paragraph 1.1 below for the purpose of conducting Santa Ana College's college credit classes and Adult Education Program including a Child Development Center that offers preschool and lab school services to Program participants and local community ("Program").

WHEREAS, Lessor desires to allow Lessee to use the Premises on the Property, as designated, for Lessee's Program; and

WHEREAS, pursuant to California Education Code section 17529, Lessor has determined, by approving this Lease, that leasing the Premises to Lessee will not (1) interfere with any educational programs or activities of any school or class conducted on the Property, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Property; and

WHEREAS, Lessor and Lessee desire to enter into this Lease whereby Lessor leases the Premises to Lessee, and Lessee leases the Premises from Lessor, pursuant to the terms and conditions contained herein this Lease; and

WHEREAS, Lessee agrees that Lessor's fee interest shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon Lessee's leasehold interest

hereunder or upon the improvements, and that nothing contained in this Lease shall be construed as an agreement by Lessor to subject its fee interest to any lien.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **PREMISES**

1.1 **Description.** Lessor hereby leases to Lessee, for its exclusive use, on the terms and conditions hereinafter set forth, portions of the Property generally described as Building A and Building B, which contain classrooms numbered 1110 through 2102 (including all restrooms and storage spaces annexed to said classrooms), library, lounge (classroom), administrative offices and Kindergarten playgrounds and play structure on the west side of Building A and Building B, as more particularly identified in cross-hatched portion of the site drawing of Property attached hereto as Exhibit "A" and incorporated herein by this reference (collectively "Premises"). Premises consist of three thousand eight hundred forty (3,840) square feet of portable classroom buildings and fifteen thousand nine hundred fifty (15,950) square feet of Buildings A & B.

1.2 **Shared Property and Facilities.** Lessee acknowledges and understands that portions of the Property, on which the Premises are located, is and will be in use by Lessor. As such, notwithstanding any other provision herein this Lease, the Property and any playgrounds, excluding the Kindergarten playgrounds, common areas, parking lots, recreational facilities, and other outdoor play areas (collectively "Shared Space") may be used by other parties, including Lessor, in Lessor's sole discretion and Lessee shall cooperate, as necessary, with Lessor and other parties in reaching amicable arrangements concerning use of the Shared Space. During the time that it uses or occupies the Premises, Lessee shall be afforded reasonable access to the Shared Space of the Property; provided, however, Lessee shall not have access to other building improvements now or hereafter situated on the Property which are not part of the Premises under this Lease including, without limitation, the Property's kitchen facilities unless otherwise specifically agreed to in writing by the Parties.

1.3 **Condition of Premises.** Lessee acknowledges that it has been afforded the opportunity to inspect the physical condition of Premises and the Property. Lessee accepts the Premises, and leases the Premises from Lessor, on an "AS-IS" basis without any warranty or representation of Lessor relating to the condition of the Premises in its existing condition for Lessee's anticipated use and occupancy thereof. Lessor shall have no obligation to improve, remodel, alter or modify the Premises, or any portion thereof, in any manner including without limitation structural changes, additions, or improvements to the Premises, except as specifically agreed to in writing by the Parties. Lessor shall, however, remain responsible for compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards, including but not limited to the Division of the State Architect's jurisdiction, but only to the extent the compliance would be required of District without regard to Lessee's use of the Premises.

1.3.1 Lessee acknowledges that neither Lessor nor Lessor's agents have made any representation or warranty as to the suitability of the Premises for Lessee, Lessee's use thereof, or Lessee's Program. Any agreements, warranties, or representations not expressly contained in this Lease shall

in no way bind Lessor or Lessee, and Lessor and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Lease.

1.3.2 The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than exists upon Lessee's occupancy of the Premises, and if the structural damage is due to no fault or negligence of Lessee, then Lessor will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time Lessee takes possession of the Premises. Lessor may, however, terminate this Lease if the cost to repair the Premises exceeds Three Hundred Fifty Thousand Dollars (\$350,000) per incident. If the time to make the necessary repairs to the Premises exceeds thirty (30) days, Lessor shall pro-rate the Rent during the "repair" period. If the repairs can be made in thirty (30) days or less, Lessor may, in its sole discretion, pro-rate the Rent during the "repair" period, if the resulting structural damage prohibits Lessee from carrying out its normal daily activities. If Lessor elects not to perform a repair estimated to cost in excess of One Hundred Fifty Thousand Dollars (\$150,000), Lessee may elect to remain in possession of the Premises and pay the Rent, unless revised through mutual agreement of the Parties, or Lessee may elect to terminate this Agreement.

1.3.3 As used in the Lease, the term "structural elements" of the building are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of Lessee.

1.4 The Premises; Lessor Rights. Lessor reserves the right to use the roof, exterior walls and areas beneath, adjacent to and above the Premises, together with the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through the Premises to service other areas of the Property, provided that such uses shall not materially and unreasonably interfere with the Lessee's use and occupancy of the Premises.

1.5 The Property; Lessor's Rights. The Premises are part of the Property which is a complex consisting of buildings, landscaping, parking and other improvements. Notwithstanding the lease of the Premises to Lessee, Lessor may, in its sole discretion, modify the size, shape, location or extent of other improvements or add/delete improvements in or about the Property without liability to the Lessee or consent of the Lessee, provided that such modifications, additions or deletions shall not materially modify the Premises or materially impair Lessee's use/occupancy of the Premises without Lessee's prior consent which shall not be unreasonably withheld or conditioned.

1.6 CEQA Approval; Right to Terminate. Lessee hereby acknowledge and agrees that an express condition to the performance of this Lease is approval and satisfaction of any and all of Lessor's obligations pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations including, without limitation, in order for Lessee

to occupy and use the Premises and operate Lessee's Program as set forth herein this Lease. Lessee further expressly acknowledges and agrees that, in the event, for whatever reason, Lessor is unable to comply with and obtain approval under CEQA for either the Premises or Property, Lessor shall have the right to immediately terminate this Lease upon written notice thereof to Lessor. Lessee shall not implement any Lessee Improvements, as set forth herein, or other site improvements of any kind until Lessor has notified Lessee of its ability to comply with all CEQA requirements and Lessor's Board of Education has approved all necessary CEQA document at a regularly scheduled meeting thereof.

2. PROGRAMMING

2.1 Hours of Use. Lessee will use and occupy the Premises for Lessee's Program and for no other use, as further provided for herein this Lease. Lessee shall have the exclusive occupancy and use of the Premises Monday through Thursday, from 8:00 a.m. to 9:00 p.m. and Friday and Saturday from 8:00 a.m. until 6:00 p.m.

2.2 Courses. Lessee plans to operate eleven (11) classrooms, nine (9) of which will be used for the Santa Ana College School of Continuing Education (SAC-SCE), with the SAC Child Development Center to operate the other two (2) classrooms.

2.3 Occupancy. The anticipated occupancy for the Premises are set forth in the below matrix:

Program Occupancy	Morning	Afternoon	Evening	FRI/SAT
Total Occupancy	300	195	260	260

3. TERM

3.1 Term. The Term of this Lease is five (5) years, commencing July 1, 2017, and ending June 30, 2022, unless earlier terminated pursuant to the provisions hereof. Any extension or renewal of the Term of this Lease, and the terms and conditions therefor, shall be consummated in a written amendment hereto this Lease as mutually agreed upon, if at all, by the Parties.

3.1.1 Lessee shall have no right of possession of the Premises until Lessee delivers to Lessor the Certificates of Insurance evidencing that Lessee has obtained each of the policies of insurance set forth in Paragraphs 13.1.1, 13.1.2 and 13.1.3 and that each such policy of insurance is in effect as of the date that Lessor delivers possession of the Premises to Lessee.

4. USE

4.1 The Premises shall be used by the Lessee solely and exclusively for purposes of providing Lessee's Program, which Lessee agrees to make reasonably available to the pupils of Lessor meeting all Program requirements.

4.2 No Waste. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or

storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

4.3 Prohibited Activities. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Lessee shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. Lessee shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility. Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Lessee sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance

4.4 Permits. If required, Lessee shall obtain a use permit from the City in which the Premises is located for Lessee's use of the Premises and operation of Lessee's Program throughout the Term of this Lease. Lessee shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances

5. RENT AND EXPENSES

5.1 Rent. The term "Rent" as used herein consists of "Quarterly Rent" and "Expenses" as those terms are used and defined herein. Rent shall be paid by Lessee to Lessor as set forth herein without deduction or offset in lawful money of the United States at the location designated by Lessor or such other location as Lessor may designate from time-to-time. The Rent for any fractional month at the beginning or at the end of this Lease shall be prorated. The Rent for the first (1st) quarter shall be due upon the first date of use or occupation of the Premises by Lessee. Thereafter, the Rent shall be paid quarterly and shall be on the first (1st) day of July, October, January and April of each year until the expiration or earlier termination of the Lease.

5.2 Quarterly Rent. Lessee shall pay to Lessor, on or before the first (1st) day of each quarter as set forth in Section 5.1, above, during the Term of this Lease, as Rent the sum of Forty-Six Thousand Five Hundred Fifty-Four Dollars and Ninety-Three Cents (\$46,556.93), inclusive of all Expenses as set forth in Section 5.3. Quarterly Rent shall be due and payable from Lessee to Lessor regardless of whether or not Lessor submits a billing statement for Quarterly Rent to Lessee. Pursuant to Education Code § 17535(b), "a [school] district may enter into an agreement to rent or lease vacant classrooms or other space in operating schools to public entities for less than fair market rental for comparable facilities."

5.3 Expenses. During the Term of this Lease, Lessee's Monthly Rent shall include Lessee's Share of Expenses. For purposes of this Lease, the term "Expenses" shall mean all expenses, costs, fees or charges paid or incurred by Lessor during any calendar year relating to the Premises for: (a) utility services; (b) operation, maintenance, security services, replacement for normal wear and tear, repairs, re-striping or resurfacing of paving and cleaning of the Property; and (c) Property Taxes, if any, levied or assessed

against Lessor in connection Lessor's real estate or possessory interests and/or special assessments. Expenses do not include expenses, costs, fees or charges paid or incurred for portions of the Property set aside for the exclusive use of Lessor or other tenants of Lessor.

5.4 Late Payment. Lessee shall make full payment of the amount due pursuant to this agreement within forty-five (45) days of the date thereof. Accordingly, if Lessor does not receive any installment of the Rent or any other sum due from Lessee by 4:00 p.m. within forty-five (45) days after the Rent is due, Lessee shall pay to Lessor, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Lessee shall represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of any late sums by Lessor shall in no event constitute a waiver of Lessee's default with respect to any overdue amount, nor prevent Lessor from exercising any of its other rights and remedies granted hereunder.

6. REAL ESTATE TAXES

6.1 Lessor Payment of Property Taxes. Lessor shall pay all of the real estate or possessory interest taxes, general and special assessments, levies and charges (collectively referred to herein as "Property Taxes") levied or assessed against this Lease or the real property and improvements of which the Premises are a part. The foregoing notwithstanding, unless exempt from the payment of Property Taxes, Lessee shall be responsible for payment of Lessee's share of Property Taxes as part of the Expenses component of Rent.

6.2 Taxes Payable Solely By Lessee. Lessee shall pay, before delinquency and without prior notice or demand from Lessor, all taxes levied or assessed on and which become payable during the Term of this Lease, whether or not now customary and whether or not within the contemplation of Lessee or Lessor as of the date of this Lease, which are based upon, measured or calculated with respect to: (i) the Rent payable under this Lease; (ii) Lessee's equipment, fixtures, furniture, and other personal property of Lessee situated in the Premises; and (iii) the value of any improvements, alterations or additions made by or on behalf of Lessee to the Premises, except for those improvements existing as of the date of this Lease.

7. UTILITY SERVICES

7.1 Lessor shall furnish necessary utilities to the Premises including water, gas, solid waste disposal, and electrical utilities during the Term. The foregoing notwithstanding, Lessee shall make payment of the Lessee's Share of Expenses for utility service charges paid for by Lessor as part of the Expenses component of Rent. Further, notwithstanding the obligation of Lessor to obtain utility services for the Premises as set forth above, Lessor shall not be deemed in default in the performance of Lessor's obligations under this Lease nor shall Rent be abated or any other right or obligation of Lessor or Lessee under this Lease be affected, if any utility service to be obtained and paid for by Lessor shall be interrupted, limited or terminated for any reason other than Lessor's failure to timely pay undisputed amounts due for Lessor-obtained utility services.

7.2 Lessee shall obtain and pay for all charges for telephone and internet access. Lessee shall be solely responsible for the cost of and completing distributions of telephone/internet services throughout the Premises as necessary for Lessee's use and occupancy of the Premises and paying charges for telephone and internet services along with any equipment or improvements necessary to use or access such services from the Premises and/or distribution of such services through the Premises.

8. MAINTENANCE AND REPAIR

8.1 Lessee Maintenance of Premises. Lessee shall, at its own expense, keep and maintain the Premises in a neat and clean condition at all times of its use and occupancy during the Term of this Lease. Lessee acknowledges that the Premises and all improvements thereon which are included in this Lease are now in good order and condition. Upon the expiration of the Term or upon the earlier termination of this Lease, Lessee shall surrender the Premises and improvements therein to the Lessor in the condition received, reasonable use and wear excepted. Lessee further agrees to occupancy of the Premises at its own cost, necessary to comply with federal, state, county, municipal and other governmental agencies having or claiming jurisdiction. Lessor's obligations hereunder shall include providing regular daily janitorial services to the Premises.

8.2 Lessor Maintenance. Lessor shall be responsible for major general building repairs, maintenance and replacements, including but not limited to maintenance of the structural elements of the Property (foundations, bearing and exterior walls, sub flooring and roof) within which the Premises are situated, and Lessor installed, plumbing, electrical, mechanical, telephone and information technology infrastructure, fire extinguishing systems, including fire alarms and/or smoke detection, and heating systems. Lessor shall be further responsible for maintenance and repairs to the Shared Spaces of the Property. Lessee agrees to promptly give Lessor written notice of any need for repairs, maintenance or replacements, after which Lessor shall have a reasonable opportunity to repair the same or cure the defect. Lessor shall not be liable for any failure to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such maintenance is given to Lessor by Lessee. Lessee shall be responsible for Lessee's Share of Expenses for maintenance, repair or replacement costs, fees, expenses or other charges incurred by Lessor which are not exclusively limited or exclusively used for portions of the Property other than the Premises.

9. IMPROVEMENTS AND ALTERATIONS

9.1 Lessee Improvements. Lessee shall not construct, make, nor permit to be made or constructed, any alterations or improvements of the Premises ("Lessee Improvements"), without first obtaining express, written consent from Lessor which may be withheld, granted or conditioned in the sole discretion of Lessor. Lessee, at its own sole cost and expense, agrees to pay for any Lessee Improvements to the Premises, including repairs and replacements that result from normal use including but not limited to new floor coverings, paint and window coverings. All additions to and improvements of the Premises, including locks, bolts and other fixtures, whether made by the Lessee or any other person, save and except movable furniture, fixtures and equipment installed by the Lessee upon the Premises and which can be removed therefrom without injury to the Premises, immediately when made shall become and be the property of Lessor and shall

not be removed from the Premises or changed without first obtaining the written consent of Lessor.

9.2 Improvements Standards. Lessee Improvements to the Premises shall conform to the standards set forth herein. Prior to commencing construction of Lessee Improvements, Lessee shall cause plans and specifications setting forth in detail the nature and scope of the proposed Lessee Improvements along with the materials, equipment and other items to be incorporated into the Lessee Improvements to be prepared by a California licensed architect or California registered engineer as necessary or appropriate by the nature and scope of the Lessee Improvements. Prior to commencing construction of the Lessee Improvements, Lessee shall provide Lessor with a full copy of the plans and specifications reflecting the total scope of the proposed Lessee Improvements and obtain Lessor's consent thereto. Lessee may modify the plans and specifications for Lessee Improvements as necessary to obtain Lessor's consent thereto. No Lessee Improvements to the Premises shall be commenced without the prior consent of Lessor. The Lessee Improvements set forth in such plans and specifications shall be subject to review and approval by all governmental agencies with jurisdiction over any portion of the work indicated therein prior to commencement of construction at or about the Premises. The foregoing notwithstanding, Lessee may make minor Tenant Improvements that are not subject to DSA jurisdiction and having a value no greater than One Hundred Seventy-Five Thousand Dollars (\$175,000), provided that Lessee submits to Lessor for approval a written notice setting forth the details of proposed minor Tenant Improvements and the proposed cost no less than ten (10) business days prior to the commencement of the minor Tenant Improvements. Lessor shall not unreasonably withhold its approval of such minor Tenant Improvements.

9.3 Construction of Lessee Initiated Improvements. Lessee Improvements consented to by Lessee shall be completed only by contractor(s) duly licensed by the California Contractors State License Board. No construction activities at the Property or the Premises relating to Lessee Improvements shall be permitted unless prior to the commencement of such construction activities, Lessee provides to Lessor: (a) the contractor(s)' certificate(s) of insurance evidencing that the contractor(s) and each of its subcontractors have obtained and will maintain for the duration of construction activities at the Premises the following insurance policies in the minimum coverage amounts noted: (i) Workers Compensation Insurance (coverage amount in accordance with applicable law); (ii) Employer's Liability Insurance (coverage amount of at least One Million Dollars (\$1,000,000)); (iii) Commercial General Liability Insurance, including coverages for personal injury, death, property damage and automobile liability (coverage amount of at least Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate). All construction of Lessee Improvements shall be completed in workmanlike manner, and subject to observation by or on behalf of Lessor from time-to-time. Lessee shall, at all times, provide Lessor with access to Lessee Improvements, whether in progress, in place or completed. Lessee may elect to contract through Lessor for actual project costs of modifications or improvements to Premises. Projected costs will be determined by both Lessee and Lessor in writing prior to commencement of work.

9.4 Lessee shall at all times indemnify and hold Lessor harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. Lessee shall provide Lessor with at least ten (10)

days written notice prior to commencement of any work which could give rise to a stop payment notice. Lessor has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Lessee shall require its contractor to either:

- 9.4.1 Record a valid Release of Lien; or
- 9.4.2 Deposit sufficient cash with Lessor to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or
- 9.4.3 Procure and record necessary bonds that free the Premises from the claim of the lien from any action brought to foreclose the lien.

If Lessee fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Lease shall be in default and shall be subject to immediate termination.

9.5 On or before the expiration of this Lease, or within thirty (30) days after any earlier termination of this Lease, Lessee shall remove Lessee's Improvements, at its sole expense. Lessee shall repair any damage to the Premises caused by removal of Lessee's Improvements and restore the Premises to good condition, less ordinary wear and tear. In the event that Lessee fails to timely remove Lessee's Improvements, Lessor, upon fifteen (15) days written notice, may either (i) accept ownership of Lessee's Improvements with no cost to Lessor, or (ii) remove Lessee's Improvements at Lessee's sole expense. If Lessor chooses to accept ownership of Lessee's Improvements, Lessee shall execute any necessary documents to effectuate the change in ownership of Lessee's Improvements. If Lessor removes Lessee's Improvements, Lessee shall pay all invoices for the removal of Lessee's Improvements within forty-five (45) days of receipt of an invoice.

10. LESSOR EQUIPMENT

10.1 Equipment Identification. The equipment identified and described in Exhibit "B" attached to this Lease and incorporated herein by this reference ("Lessor Equipment") is the sole property of Lessor, is located on or about the Premises. Lessee shall furnish all other equipment, materials and supplies necessary for Lessee's use and occupancy of the Premises at the sole expense of Lessee.

10.2 Lessee Acceptance of Lessor Equipment. Lessee acknowledges that it has been afforded the opportunity to inspect Lessor Equipment and accepts use of Lessor Equipment in the existing "AS IS" condition of each item of Lessor Equipment.

10.3 Lessee Use of Lessor Equipment. The Parties acknowledge and agree Lessee may use Lessor Equipment in connection with Lessee's use and occupancy of the Premises and without additional cost or charge to Lessee. Lessee's use of Lessor Equipment shall be solely and exclusively in connection with operations and activities conducted by Lessee in the Premises and only during such times as such operations and activities are being conducted by Lessee in the Premises. Lessee acknowledges that its use of Lessor

Equipment shall be at the sole risk of Lessee; Lessee expressly releases Lessor from any loss, damage, injury or other harm arising out of or related to the use of Lessor Equipment. Lessee shall be responsible for repairing, replacing or restoring all damage to Lessor Equipment, as directed by Lessor. Lessee's use of Lessor Equipment shall terminate, without further action of Lessee or Lessor, concurrently with expiration of the Term or the earlier termination of this Lease.

11. PROPERTY PARKING LOT

11.1 Lessee Non-Exclusive Use of Parking Spaces. During the Term, Lessee shall have a non-exclusive right to park motor vehicles of Lessee's employees, agents and invitees in the cross-hatched portion of the Property Parking Lot and noted as "Lessee Parking" in the Property Site Drawing attached to this Lease as Exhibit "A." For purposes of this Lease, Lessee and Lessor agree that the area of the Property Parking Lot noted as Lessee Parking consists of twenty (20) automobile parking spaces, two (2) of which shall be designated for exclusive use as a disabled parking space. During the Term of this Lease, Lessee shall not abandon any inoperative vehicles or equipment on any portion of the Premises. Lessor shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee or Lessee's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the Premises, except where such damage is caused by Lessor's negligence or misconduct. Lessee accepts parking "AS IS" and Lessee acknowledges that Lessor has not made and is not making any warranties whatsoever with respect to the parking.

11.2 Parking Rules and Regulations. At all times during Lessee's use of the Lessee Parking, Lessee shall require strict compliance with the Parking Lot Rules and Regulations attached to this Lease as Exhibit "C" and incorporated herein by this reference. Lessee shall comply with all non-discriminatory modifications to the Parking Lot Rules and Regulations implemented from time-to-time by Lessor. Lessor may, without liability to Lessee, prohibit any employee, agent or invitee of Lessee who persistently violates Parking Lot Rules and Regulations from using or parking in the Property Parking Lot.

11.3 Lessor Maintenance of and Improvements to Parking Area. During the Term at its sole cost and expense, Lessor shall routinely maintain the area of the Property Parking Lot in which Lessee's non-exclusive parking spaces are situated in a neat, clean, safe and sanitary condition.

11.4 Termination of Non-Exclusive Parking License. Lessee's non-exclusive parking use shall terminate, without further action of Lessor or Lessee, concurrently with expiration of the Term, as applicable, or the earlier termination of this Lease.

12. INDEMNITY

12.1 Lessee's Indemnity of Lessor. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and its Board of Education, individual members of the Board of Education, officers, directors, employees, agents and representatives (collectively "the Lessor Indemnified Parties") from any and all third-party claims, actions, demands, losses, responsibilities or liabilities (except to the extent of the Lessor Indemnified Parties' negligence, the negligence of other tenants or

licensees of the Lessor Indemnified Parties, or arising from a default by the Lessor under this Lease) for: (i) injury or death of Lessee's employees; (ii) injury or death of persons; (iii) damage, loss or destruction of property; (iv) other costs, losses or charges arising out of or attributable, in whole or in part, to the negligent, willful acts and/or other conduct of Lessee, or its employees, agents and representatives; or (v) any breach or default in the performance of any obligation to be performed by Lessee under this Lease. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Lessor Indemnified Parties and shall survive the termination of this Lease or expiration of the Term until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

12.2 Lessor's Indemnity of Lessee. To the fullest extent permitted by law, Lessor shall indemnify, defend and hold harmless Lessor and its Board of Trustee, individual members of the Board of Trustees, officers, directors, employees, agents and representatives (collectively "the Lessee Indemnified Parties") from any and all third-party claims, actions, demands, losses, responsibilities or liabilities (except to the extent of the Lessee Indemnified Parties' negligence, the negligence of other tenants or licensees of the Lessee Indemnified Parties, or arising from a default by the Lessee under this Lease) for: (i) injury or death of Lessee's employees; (ii) injury or death of persons; (iii) damage, loss or destruction of property; (iv) other costs, losses or charges arising out of or attributable, in whole or in part, to the negligent, willful acts and/or other conduct of Lessor, or its employees, agents and representatives; or (v) any breach or default in the performance of any obligation to be performed by Lessor under this Lease. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Lessee Indemnified Parties and shall survive the termination of this Lease or expiration of the Term or Renewal Term, as applicable, until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

13. INSURANCE REQUIREMENTS

13.1 Lessee Insurance. Lessee shall at its own expense maintain, with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of Lessor, the following insurance coverages at all times during the Term of this Lease, hereof. Lessee shall furnish Lessor with the original certificates and amendatory endorsements effecting coverage required. Lessee shall be deemed to have complied with the foregoing obligations by self-insuring against such risks or obtaining such policy of insurance through a Joint Powers Authority

Lessee Comprehensive General Liability Insurance. Lessee shall obtain and maintain comprehensive general liability insurance, with coverages to include, but not be limited to, premises liability, personal injuries, death of persons, product liability, property damage and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. Comprehensive general liability and automobile liability policies shall provide an endorsement naming the Lessor, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance of self-insurance maintained by the Lessor and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Lessee's insurance.

13.1.1 Lessee Comprehensive Automobile Liability Insurance. Lessee shall obtain and maintain a comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used by Lessee in its use of the Premises under this Lease, with a combined single limit of not less than \$1,000,000 per occurrence.

13.1.2 Lessee Workers Compensation/Employers Liability Insurance. Lessee shall obtain and maintain workers' compensation insurance with coverage amounts in accordance with applicable law. As an additional endorsement under Lessee's workers' compensation insurance or as a separate policy of insurance, Lessee shall maintain Employers Liability insurance with coverage amount of at least One Million Dollars (\$1,000,000).

13.2 The insurance carrier, deductibles and/or self-insured retentions shall be approved by Lessor, which approval shall not be unreasonably withheld. Prior to the Lessee's occupancy of the Premises, Lessee shall deliver to Lessor a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

13.2.1 Not be canceled or altered without thirty (30) days' prior written notice to Lessor;

13.2.2 State the coverage is primary and any coverage by Lessor is in excess thereto;

13.2.3 Contain a cross liability endorsement; and

13.2.4 Include a separate endorsement naming Lessor as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to Lessor a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

13.3 Lessor Insurance. Lessor shall obtain and maintain fire and property damage insurance insuring the Property, the Premises and the Lessor's Equipment against loss caused by fire and other risks, including steam boiler insurance, if applicable, vandalism, windstorm, sprinkler leakage and malicious mischief, insuring the structures and improvements for not less than 90% or the full replacement cost of the insurable value. Lessor acknowledges and agrees that it alone assumes fully liability and responsibility to maintain fire and property damage insurance insuring the Property, and Lessee shall have no liability to Lessee for any damage to or loss of Lessee's real property, regardless of the cause of such damage or loss.

13.4 Lessor shall be deemed to have complied with the foregoing obligations by self-insuring against such risks or obtaining such policy of insurance through a Joint Powers Authority.

13.4.1 No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for

the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to Lessor due to equipment and/or activities of Lessee shall be charged to Lessee.

13.5 Lessee's Property Insurance. Lessee shall obtain and maintain fire and property damage insurance insuring Lessee's personal property and equipment located on the Premises against loss caused by fire and other risks, vandalism, windstorm, sprinkler leakage and malicious mischief. Lessee acknowledges and agrees that it alone assumes fully liability and responsibility for its personal property and Lessor shall have no liability to Lessee for any damage to or loss of Lessee's personal property and equipment, regardless of the cause of such damage or loss.

14. DAMAGE TO OR DESTRUCTION OF PREMISES.

14.1 Lessor Completion of Repairs After Damage or Destruction. In the event of damage to or destruction of Premises caused by fire or other casualty without fault or neglect of Lessee, its employees, agents, representatives or invitees, or of the entrances and other common facilities necessary to provide normal access to the Premises or its equipment which portions and equipment are necessary to provide services to the Premises in accordance herewith, Lessor shall undertake to make repairs and restorations as hereinafter provided, within thirty (30) days after such damage, unless this Lease be terminated by Lessee as stated herein.

14.2 Lessee Right to Terminate Lease. If the damage is of such nature or extent, in Lessor's reasonable judgment, that more than one-hundred twenty (120) consecutive days, after commencement of the work, would be required (without premium incurring costs for acceleration or overtime work) to repair and restore the part of the Premises damaged or if Lessor's insurance proceeds are insufficient to restore the Premises, Lessor shall so advise Lessee promptly, and for a period of twenty (20) days thereafter, Lessee shall have the right to terminate this Lease by notice to Lessor, as of the date specified in such notice, which termination date shall be no later than thirty (30) days after the giving of such notice. In addition, in the event of damage by fire or other casualty without fault or neglect of Lessee or its employees, agents, representatives or invitees, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor if Lessor has not completed or cannot complete, or cannot reasonably be expected to complete the making of the required repairs and restorations within four (4) months from the date of such damage or destruction. If any such damage or destruction shall occur during the last year of the Term of this Lease, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor within sixty (60) days after such damage or destruction.

14.3 Abatement of Rent. In the case of damage to the Premises which is of a nature or extent that Lessee's continued occupancy is substantially impaired, the Quarterly Rent otherwise payable by Lessee hereunder shall be equitably abated or adjusted for the duration of such impairment.

14.4 Repair/Restoration Costs. If Lessor elects to repair and restore, Lessor shall restore the Premises to substantially its condition prior to the occurrence of the damage, provided that Lessor shall not be obligated to repair or restore any alterations, additions, fixtures, equipment or improvements which have been installed by Lessee (whether or not Lessee has the right or the obligation to remove the same or is required to leave the same on the

Premises as of the expiration or earlier termination of this Lease) unless Lessee, in a manner satisfactory to Lessor, assures payment in full of all costs as may be incurred by Lessor in connection therewith. If there be any such alterations, fixtures, additions, equipment or improvements installed by Lessee and Lessee does not assure or agree to assure payment of all cost of restoration or repair as aforesaid, Lessor shall have the right to determine the manner in which the Premises shall be restored so as to be substantially as the Premises existed prior to the damage occurring of this Lease, as if such alterations, additions, fixtures, equipment or improvements installed by Lessee had not then been made or installed.

15. LESSEE COMPLIANCE WITH ALL LAWS

15.1 Lessee shall at Lessee's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises and Lessee's use thereof, and shall faithfully observe in Lessee's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Lessee's use of the Premises), and all Lessor policies, rules and regulations ("Environmental Laws").

15.2 Violation. The judgment of a court of competent jurisdiction shall be considered conclusive evidence of that fact as between Lessor and Lessee. If Lessee fails to comply with any law, regulation or ordinance, Lessor reserves the right to take necessary remedial measures at Lessee's expense, for which Lessee agrees to reimburse Lessor on demand.

15.3 Hazardous Materials. Lessee shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Lessee or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Lessee shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

15.3.1 Hazardous Materials Report. Lessor shall provide to Lessee within 10 days of execution of this agreement the property's most recent Hazardous Materials Report.

15.3.2 Notice of Hazardous Substance. Lessee will promptly notify Lessor in writing if Lessee has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws, whether the source of the Hazardous Substance originates from Lessor's or Lessee's use of the Premises. Lessee shall promptly provide copies to Lessor of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Lessee shall promptly supply Lessor with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Lessee shall promptly notify Lessor of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

15.3.3 Inspection. Lessor and Lessor's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by Lessor, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as Lessor and Lessee may agree.

15.4 Indemnification. Lessee's indemnification and defense obligations in this Lease shall include any and all Claims arising from any breach of Lessee's covenants under this Section.

16. DEFAULT

16.1 Lessee Defaults. Lessee shall be in default of its obligations under this Lease if any of the following events occur (collectively referred to as "Lessee Defaults"):

16.1.1 Lessee shall have failed to pay Rent when due and such failure persists for a period of ten (10) days after written notice by Lessor to Lessee; or

16.1.2 Lessee shall have failed to perform any term, covenant or condition of this Lease except those requiring the payment of Rent, and Lessee shall have failed to cure such breach within thirty (30) days after written notice from Lessor specifying the nature of such breach. In the event the act required

to cure the non-performance cannot be accomplished within said period, to preclude a default, Lessee must commence the accomplishment of the necessary act within said period and thereafter proceed with diligence and good faith to accomplish the same; or

- 16.1.3 Lessee shall have abandoned the Premises for a period of fifteen (15) consecutive days (without the payment of fees), it being agreed that the fact that any of Lessee's property remains in the Premises shall not be evidence that Lessee has not vacated or abandoned the Premises; provided, however, any normal holidays or holiday periods or vacation days shall not constitute abandonment of the Premises. or
- 16.1.4 The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee or any guarantor of the Lease of a petition to have Lessee or any guarantor of the Lease adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee or any guarantor of the Lease, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located at the Premises, or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Lease, where such seizure is not discharged within thirty (30) days; or
- 16.1.5 The making or furnishing by Lessee of any warranty, representation or statement to Lessor by Lessee's authorized representative in connection with the Lease, or any other agreement to which Lessee and Lessor are parties, which is false or misleading in any material respect when made or furnished; or
- 16.1.6 The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Lessee, Lessor shall have the right, in addition to all other rights available to Lessor under the Lease or now or later permitted by law or equity, to terminate the Lease by providing Lessee with a notice of termination. Upon termination of the Lease, Lessor may recover from Lessee the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Lessee shall immediately vacate the Premises as set forth herein.

16.2 Lessor Defaults. Lessor shall be in default under this Lease if Lessor fails to perform obligations required by Lessor within thirty (30) days after written notice by Lessee to Lessor specifying what obligations Lessor has failed to perform. If the nature of Lessor's failure to perform is such that more than thirty (30) days is required for performance, Lessor shall not be in default if during said time period Lessor commences performance and thereafter diligently prosecutes the same to completion.

17. TERMINATION; HOLD-OVER

17.1 Termination for Convenience.

17.1.1 Lessor may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination; provided, however, such termination for convenience shall not occur while any school semester is in progress.

17.1.2 Lessee may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination. Lessee acknowledges that this one hundred twenty (120) day notice period is acceptable so that Lessor can attempt to find another tenant.

17.1.3 Neither Party shall be required to provide just cause for termination in the written notification.

17.2 Termination for Cause. Either Party may terminate this Lease for cause subject to the Notice of Default and cure periods set forth above. Cause shall include, without limitation:

17.2.1 Material violation or default of this Lease by Lessee or Lessor; or

17.2.2 Any act by Lessee exposing Lessor to liability to others for personal injury or property damage; or

17.2.3 Lessee is adjudged a bankrupt, Lessee makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lessee's insolvency.

17.2.4 If Lessor terminates for cause, Lessee's rights in the Premises shall terminate upon on the thirty-first (31st) day following Lessee's receipt of notice of termination from Lessor. Upon receipt of Lessor's notice of termination, Lessee shall surrender and vacate the Premises in the condition required under this Lease, and Lessor may re-enter and take possession of the Premises and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees, or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due Lessor or from any claim for damages or rent previously accrued or then accruing against Lessee.

17.3 The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Lessor and/or Lessee.

17.4 Upon termination of this Lease, Lessee shall be responsible to restore the Premises to its condition prior to the commencement of this Lease with no damage thereto, reasonable wear and tear excepted.

17.5 Holding Over. At the expiration of the Term or any earlier termination of this Lease, Lessee agrees to quit and surrender the Premises to Lessor, and at Lessee's expense promptly remove all Lessee's property therefrom and leave the Premises in as good condition, order and repair as when Lessee took possession thereof, ordinary wear and tear excepted. If Lessee holds-over after expiration of the Term such tenancy shall be at sufferance only and shall not be deemed a renewal or extension of the Term. In such event, Monthly Rent shall be an amount equal to one hundred twenty percent (120%) of the Monthly Rent due upon expiration of the Term. No payment of money by Lessee after the termination of the Agreement, or after the giving of notice of termination by the District to the Lessee, shall reinstate, continue, or extend the Term.

18. **INSPECTION**

Lessor shall have the right, upon forty-eight (48) hours' prior written notice to Lessee, to enter the Premises, or any part hereof, at all reasonable times and/or during business hours for the purpose of inspecting the same or for any other lawful purpose ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt Lessee's use of the Premises; provided, however, that in an emergency situation, no prior notice shall be required.

19. **ASSIGNMENT AND SUBLETTING**

19.1 Lessor Consent Required. Lessee shall not sell, encumber, transfer, assign, mortgage, pledge or hypothecate (collectively referred to as "assignment") and shall not sublet the Premises or any portion thereof without the prior written consent and approval of Lessor which shall not be unreasonably withheld or conditioned. Lessee's actual or purported assignment of this Lease or sublet of the Premises without the prior consent and approval of Lessor shall be deemed Lessee's default under this Lease.

19.2 Lessee Request to Assign/Sublet. If Lessee desires to assign this Lease or sublet any portion of the Premises, Lessee shall submit a written request to Lessor not more than one-hundred eighty (180) days and not less than sixty (60) days prior to the proposed effective date of the assignment/sublet setting forth: (i) the name of the proposed assignee/sub-tenant; (ii) the nature of the business to be conducted in the Premises by the proposed assignee/sub-tenant; (iii) description of the proposed terms and conditions of the proposed assignment/sublet; and (iv) financial information of the proposed assignee/sub-tenant, including without limitation, current financial statements. Each request shall be accompanied by Lessee's payment to Lessor of one thousand dollars (\$1,000) to cover Lessor's fees, costs and expenses to review and respond to Lessee's request to assign/sublet.

19.3 Approval/Disapproval Standards. The following are agreed upon by Lessee and Lessor as reasonable basis for Lessor's rejection of a request to assign/sublet: (i) Lessee's failure to comply with the provisions hereof relating to the process for Lessor consent to assign/sublet; (ii) the proposed assignee/sub-tenant does not possess, in the sole reasonable judgment of Lessor, sufficient financial capacity to timely and completely satisfy obligations under the Lease; (iii) use of the Premises by the proposed assignee/sub-tenant is not identical to that set forth in the Lease; (iv) use of the Premises by the proposed assignee/sub-tenant will violate any law, ordinance, regulation or rule; or (v) Lessee is then in default of its obligations under the Lease.

19.4 No Release of Lessee. No consent of Lessor to an assignment of the Lease or sublet of any portion of the Premises shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether such performance is to occur prior to or after consent of Lessor to a proposed assignment/sublet. Lessor's acceptance of Rent from any person or entity other than Lessee shall not be deemed Lessor's waiver of any provision of this Lease, consent to any subsequent assignment/sublet or release Lessee from any obligation of Lessee under this Lease. Each assignee or sub-tenant of Lessee shall assume the obligations of Lessee under this Lease and shall be jointly and severally liable with Lessee for the payment of Rent and performance of Lessee's obligations under this Lease.

20. FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION.

If applicable and/or requested by Lessor, Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code § 1500 *et seq.*). In the event the Section applies to Lessee, Lessee shall promptly provide written verification of compliance with the fingerprinting and criminal background investigation requirements to Lessor prior to Lessee taking possession of the Premises.

21. MISCELLANEOUS

21.1 Successors. This Lease and the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessee and Lessor.

21.2 Notices. Any notice required or desired to be given under this Lease shall be deemed given if in writing sent by United States Mail, Certified, Return Receipt Requested with postage fully prepaid to the addresses of the Parties to this Lease as follows:

Lessor:

Santa Ana Unified School District
Attn: Deputy Superintendent, Administrative Services
1601 E Chestnut Ave.
Santa Ana, California 92701

Lessee:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 N. Broadway
Santa Ana, California 92706-1640

21.3 Civic Center Designation. Lessor and Lessee agree that no portion of the Premises leased by Lessee pursuant to this Agreement shall be subject to Civic Center Designation pursuant to Education Code Sections 82537 and 82542.

21.4 Captions and Titles. Captions and titles used in this Lease are for convenience only and are not intended to be used in the construction or in the interpretation of this Lease.

21.5 Invalid Provisions. In the event any provision of this Lease is deemed void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed herefrom without affecting enforcement or validity of remaining provisions hereof, which shall continue in full force and effect.

21.6 Governing Law; Interpretation. This Lease shall be interpreted and governed by the laws of the State of California. This Lease shall be interpreted as a whole, in accordance with its fair meaning and not strictly for or against Lessee or Lessor. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Lease shall be maintained in the Orange County.

21.7 Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of the Lease, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. If both Parties are entitled to recover under their respective suits or cross-suits, neither party shall be deemed a "prevailing party" and each Party shall bear its own attorneys' fees and costs. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

21.8 Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

21.9 Authority to Execute. Each individual executing this Lease on behalf of Lessee and Lessor represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessee or Lessor, as applicable, and to bind Lessor and Lessee to the terms hereof. Lessor and Lessee represent and warrant to the other that this Lease has been duly and properly approved by their respective boards following a properly noticed and conducted hearing or meeting.

21.10 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

21.11 Entire Agreement. This Lease and Exhibits "A" (Property Site Plan) "B" (Equipment Identification) and "C" (Parking Rules and Regulations) hereto, which are incorporated herein by reference, contains the entire understanding of Lessee and Lessor concerning the subject matter hereof. This Lease may be amended only by written instrument duly executed by Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the day and year first above written.

LESSEE
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

LESSOR
SANTA ANA UNIFIED
SCHOOL DISTRICT

Date: _____, 20__

Date: _____, 20__

By: _____

Peter J. Hardash
Its: Vice Chancellor, Business Operations
and Fiscal Services

By: _____

Dr. Edmond Heatley
Its: Deputy Superintendent, Administrative
Services

EXHIBIT "A"
(PROPERTY SITE PLAN)

**[INSERT DESCRIPTION OF PREMISES AND
ATTACH SITE MAP OR AERIAL OR DRAWINGS AND
SPECIFICALLY INDICATE PORTION OF SITE THAT IS PART OF "PREMISES" UNDER
THE LEASE INCLUDING DESIGNATED PARKING AREA]**



ERIP PORTABLE CLASSROOMS REPLACEMENT - SITE PLAN

Scale: 1" = 60'-0"
February, 2016



ES&A ERICSON ARCHITECTS
 4000 Wilshire Blvd., Suite 1000
 Santa Monica, CA 90404
 Phone: (310) 310-1234
 Fax: (310) 310-1235

YEAR 2017/2018

REMINGTON ELEMENTARY SCHOOL
 SANTA ANA UNIFIED SCHOOL DISTRICT
 SANTA ANA, CA



ERP PORTABLE CLASSROOMS REPLACEMENT - SITE PLAN

Scale: 1" = 60'-0"
February, 2016



CSA ARCHITECTURE, PLANNING & ENGINEERING
 Architecture Planning Interiors
 200 N. Main Street, Suite 100
 Santa Ana, CA 92701

YEAR 2018/2019

REMINGTON ELEMENTARY SCHOOL
 SANTA ANA UNIFIED SCHOOL DISTRICT
 SANTA ANA, CA

EXHIBIT "B"
(EQUIPMENT IDENTIFICATION)

EXHIBIT "C"
(PARKING RULES AND REGULATIONS)



Santa Ana Unified School District

BOARD POLICY NO. 7400

SUBJECT: PARKING

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised: 10/2016

SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

POLICY:

Designated Parking

Parking spaces will be marked for the disabled, designated staff, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval of reserved spaces will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school or facility.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:
Administrative Regulation 7400 (b)

Legal Reference:

Education Code
Parking

Adopted: (9-11 10-16)

Santa Ana, CA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To: Board of Trustees	Date: April 12, 2017
Re: Approval of Parking Lease Agreement between Rancho Santiago Community College District and OCR Land LLC	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a long-standing partnership with Santa Ana Unified School District to co-locate educational services to meet the educational needs of the community. This parking lease agreement meets the parking needs for the lease of eleven classrooms and office space at Remington Elementary School, which will expand access to the community for adult education programs, college credit programs and child development education. The Rancho Santiago Adult Education Block Grant plan has identified the geographic area served by this new facility as the area of highest need in the district for adult education programs.

ANALYSIS

This is a five-year lease for 144 parking spaces at 523 N. Grand Avenue in Santa Ana, which is adjacent to the proposed multi-use educational facility at Remington Elementary School. The monthly rate is \$12,904.00 with a 3% CPI annual increase. This parking lease will provide adequate parking for the proposed facility and will reduce parking impacts into the community. It is anticipated that academic programs at the facility will be initiated in the Fall 2017 term. Santa Ana College anticipates the new facility will generate 400 FTES in the 2017-2018 fiscal year and 600 FTES annually thereafter. Apportionment revenue will be sufficient to ensure that the facility will be able to sustain this parking agreement as well as all instructional, staffing and facility expenses not associated with this agreement. In addition, the new facility will receive a \$300,000 annual allocation to support operations from Adult Education Block Grant funding.

RECOMMENDATION

It is recommended that the Board of Trustees approve the five-year parking lease agreement with OCR Land LLC for 144 parking spaces as presented.

Fiscal Impact:	\$154,848 annually with 3% increase per year for five years
Board Date:	April 12, 2017
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD

PARKING LOT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into and shall be deemed effective the 26th day of April, 2017, by and between **OCR LAND LLC** ("Lessor") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a California community college district ("Lessee").

WHEREAS, the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor the Lease Premises, to be used generally as a parking lot, on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

- 1. The Premises.** The Lessor leases to the Lessee, and the Lessee takes from the Lessor, for its exclusive use, One Hundred Forty-Four (144) reserved vehicle parking spaces located in the parking lot at 523 N. Grand, Santa, California 92706, Lot 4 ("Premises"), as depicted on Exhibit A, attached hereto. Lessee acknowledges that it shall not have exclusive use of the Parking Lot, but shall only have exclusive use of the 144 reserved parking spaces. The Parking Lot will be shared with Lessor, and its officers, directors, employees, agents, representatives, consultants, affiliates, tenants, guests, invitees and third party assignees, sub lessors and designees.

Lessor and the Lessee acknowledge that the Premises are located on and occupy a portion of the land currently developed and operating as an Office Building and that this Lease expressly excludes any and all use of the Office Building and/or its common areas and vehicle parking spaces, other than that the 144 reserved parking spaces defined as Premises hereinabove.

- 2. Existing Conditions.** Lessor confirms that there is existing lighting throughout the Premises and that lighting is available and can be scheduled, as requested, from dusk until 10:00 p.m. Monday through Thursday and from dusk until 7 p.m. on Fridays and Saturdays. Lessor further confirms that the Premises will be in compliance with ADA standards, and Lessor will ensure that the Lessee has the proper number of ADA spaces in the parking spaces positioned closest to the school premises occupied by Lessee located at 1325 E. 4th Street, Santa Ana, California 92701 ("School Premises"). Lessor shall post signage or otherwise mark as "Reserved" Lessee's One Hundred Forty-Four (144) reserved vehicle parking spaces located in the Premises at Lessee's expense one time.
- 3. Term.** The term of this Lease (the "Term") shall be Five (5) years, commence on July 1, 2017, and terminating June 30, 2022, unless terminated earlier in accordance with this Lease. Subject to the following notice requirements, and provided that at the time of such notice the Lessee is not then in Default (as herein defined) under the terms of this Lease, the Lessee is hereby granted the right to renew the Initial Term of this Lease for an additional five (5) years. The Lessee shall exercise such Renewal Option, if at all, by providing Lessor with written notice of if its intent to renew within one hundred and twenty (120) days of the expiration of the then current term. All of the terms and provisions of this Lease shall apply to 5 year Renewal Term, except that the Lessee and Lessor shall have the right to negotiate the Rent. In the event that the Lessee timely exercises a Renewal Option, the Lessor and the Lessee each agree to execute an amendment to this Lease in



a form reasonably acceptable to both Parties reflecting the extension of the Term by the Renewal Term.

4. Rent.

- a. **Monthly Rent.** The monthly rent shall be Twelve Thousand Five Hundred and Twenty Eight Dollars (\$12,528.00), payable on first (1st) day of each month and no later than the tenth (10th) day of each month, commencing July 1, 2017.
- b. **Security Deposit.** Lessee shall deposit with Lessor, within ten (10) days after execution of this Agreement and prior to Lessee's occupancy, a security deposit in the amount of Thirty seven Thousand Five Hundred and Eighty four Dollars (\$ 37,584.00) as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise defaults under this Lease, Lessor may, upon fourteen (14) days' written notice to Lessee, apply or retain all or any portion of the said Security Deposit for the payment of any past due Rents and/or to reimburse or compensate Lessor for any liability, expense, loss of damage which Lessor may suffer or incur by reason of Lessee's breach of this Lease. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall, within ten (10) days after Lessor's written request, deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within ninety (90) days after the expiration of the termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under the Lease.
- c. **Utilities.** The Lessor shall pay any and all charges for all utilities required for the Premises including, with limitation, charges incurred for parking lot lighting to be scheduled as required and requested by Lessee.
- d. **Total Due within Ten (10) Days of Execution of Lease.** The Total due by Lessee to Lessor within ten (10) days of execution of this Lease and prior to Lessee's occupancy of the Premises is Thirty Seven Thousand Five Hundred and Eighty Four Dollars (\$ 37,584.00).
- e. **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, any Rent shall not be received by Lessor within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to five percent (5%) of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. The foregoing notwithstanding, the Lessee reserves the right to pay its Monthly Rent Payments quarterly, in advance.
- f. **Fixed Rental Adjustments (FRA).** Three Percent (3%) CPI increase annually starting year two: Base rent is based upon 144 spaces at \$ 87.00 per space per month.

On Adjustment Date	New Monthly Rent Shall Be:
July 1, 2018	\$12,904.00
July 1, 2019	\$13,291.00
July 1, 2020	\$13,690.00
July 1, 2021	\$14,100.00

5. **Taxes; Assessments.** Since Lessee is a California local public entity, it is exempt from and not subject to city, county, state and/or federal property taxes, income, excise, succession, transfer, franchise, betterment or other taxes and assessments that may be levied against the Lessor.
6. **Use.** The Lessee shall use and occupy the Premises as a public parking lot for parking of cars, SUVs, vans and passenger and pick-up trucks and for no other purpose by its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sub lessors and designees.
7. **Maintenance, Repairs, Alterations.** The Lessee shall keep the Premises in a neat, safe and substantially same condition of repair and appearance existing at the effective date of this Lease, ordinary wear and tear and casualty excepted. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of the Lessor. All damage or injury to the Premises and improvements on or about the Premises caused by the act or negligence of Lessee, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sub lessors and designees shall be repaired at the sole cost and expense of Lessee.
8. **Lessee Improvements.** Lessee shall not construct, make, nor permit to be constructed, any alterations or improvements of the Premises without first obtaining written consent from Lessor, which may be granted, withheld or conditioned in the sole discretion of the Lessor. Lessee Improvements consented to by Lessor shall be constructed or otherwise completed by and through Lessor, and Lessee shall pay to Lessor the actual project costs of modifications or improvements to Premises. Project costs will be determined by both Lessee and Lessor in writing prior to commencement of work.
9. **Compliance with Laws.** Throughout the term of this Lease, Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be in force, and the requirements of any fire insurance underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. The Lessee shall not be required to correct any condition or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.
10. **Signage.** Lessee shall place no signs on the Premises with the prior written approval of Lessor.
11. **Lessee Insurance; Indemnification.**
 - a. **Lessee's Insurance; Indemnification.**
 - i. Lessee shall maintain in full force and effect at all times during the term of this Lease, at its own expense for the protection of Lessee and Lessor, as their interests may appear, policies of insurance issued by an admitted carrier or

carrier acceptable to Lessors or joint powers authority, which afford the following coverage:

1. **Comprehensive General Liability Insurance.** CGLI with not less than \$2,000,000.00 per occurrence with an annual aggregate of not less than \$5,000,000.00 against claims for bodily injury, personal injury and property damage based upon or arising out of the Lessee's use, occupancy, operation or maintenance of the Premises and all areas appurtenant thereto. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intro-insured exclusion as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. Lessee shall provide an endorsement on its liability policies which provide that its insurance shall be primary to and not contribution with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.
2. **Property Insurance.** Property insurance covering loss by theft, vandalism, or other damage to property of Lessee on the subject Premises.
3. **Indemnification.** Lessee shall indemnify and hold harmless Lessor, its officers, directors and employees, from and against any and all losses, damages, claims, liabilities, judgments, costs and expenses, including reasonable cost and expense of defending any claim during the term of this Lease arising directly or indirectly out of any act, omission or negligence of the Lessee, its Board of Trustees, directors, employees, agents and consultants. Lessee shall not be liable to or have any indemnity obligations for any act, omission, negligence or willful conduct of the Lessor, its officers, directors, employees, agents, representatives, consultants, affiliates, tenants, guests, invitees and third party assignees, sub lessors and designees.

b. **Lessor Insurance.**

- i. **Comprehensive General Liability Insurance.** Lessor shall maintain Comprehensive General Liability Insurance as described in paragraph no. 9, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.
- ii. **Property Insurance; Improvements and Rental Value.**
 1. **Buildings and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lessor insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also

contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

2. **Rental Value.** Lessor shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.
 3. **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Area or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.
 4. **Lessee's Improvements.** Since Lessee is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become property of Lessor under the terms of this Lease.
12. **Assignment; Sublease.** The Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
13. **Lessor's Right of Access.** The Lessor, or the Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to the Lessee to conduct surveys, testing, or studies of the Premises in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide the Lessee with advance notice. The Lessor shall use reasonable efforts to minimize any disruption of the Lessee's activities.
14. **Lessee Conditional Obligations.** Lessee's obligations to make payments of the Annual Rent and any additional amount payable by lessee under this Lease constitutes a then current obligation of Lessee payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Nothing contained herein constitutes a pledge of the general tax revenues or general funds of Lessee or an obligation for which Lessee is obligated to levy or pledge any form of taxation of for which Lessee has levied or pledged any form of taxation.
15. **Lessee Covenant to Budget and Appropriate for Annual Rent.** Lessee covenants to take such action as may be necessary to include all Annual Rent due under this Lease in each of its budgets during the Initial Term or Renewal Terms of this Lease and to make the necessary annual appropriations for all Annual Rent payments. Lessee will furnish to the Lessor, , copies of each proposed budget of Lessee within three (3) days after it is placed on an agenda for consideration and adoption by Lessee's Governing Board. During the Initial Term and Renewal Terns of this Lease, Lessee shall deliver to Lessor a

copy of the portion of the final budget adopted by the Lessee's Governing Board reflecting budget appropriation for payment of the Annual Rent due hereunder within three (3) days of such action by Lessee's Governing Board.

16. **Eminent Domain.** If, at any time during this Lease and prior to the date of expiration or termination, the whole or any portion of the Lease Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when the Lessor shall be divested of its title to the Leased Premises, and Rent and other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. The Lessee shall not be entitled to participate as Lessee in any condemnation proceeding on its own behalf, nor shall the Lessee participate in any amounts awarded to the Lessor.
17. **Default; Breach.** A "Default" is defined as failure by one of the parties to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of the defaulting party to cure such Default within any applicable grace period. If an Event of Default has occurred and continues, the non-defaulting party, determining that sufficient cause exists to justify the action, may terminate the Lease without prejudice to any other right or remedy the non-defaulting party may have, after giving the defaulting party at least seven (7) days advance written notice of the effective date of termination. The non-defaulting party shall have the sole discretion to permit the defaulting party to remedy the cause for the termination without waiving the non-defaulting party's right to terminate the Lease, or otherwise waiving, restricting or limiting any other right or remedy of the non-defaulting party under the Lease or the Laws.
18. **Termination without Cause.** Lessor or Lessee acknowledge and agree to a One Hundred Twenty (120) day written Lease cancellation by either party, without cause and without recourse by either party. The effective date of the termination, however, shall not, without agreement of the parties, occur during a school semester or term. Upon such termination, the Lease shall be deemed to terminate on the date specified in the notice as if this Lease had expired by lapse of time. Lessee shall prorate its final payment of Rent to Lessor to correspondence to such shortened period, if any.
19. **Termination for Convenience** The Security Deposit of \$ 37,584.00 due within ten (10) days of execution of this Lease, no later than April 26th, 2017, is nonrefundable if the Lessee terminates this Lease prior to Lessee's occupancy on July 1, 2017. The 120 day notice to vacate is not in effect until 120 days after the Lease execution.
20. **Lessee's Issuance of Parking Permits.** The District will issue parking permits to authorized Guests, who have completed an Application for Parking Permit, which application shall include a waiver and release by Applicant of all claims, damages and other costs or liability of any kind as to the District and/or OCR Land, LLC, and their respective officers and directors. The waiver and release language on the Application for Parking Permit shall be set forth in English and Spanish and require signature of the guest applicant.
21. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

22. **Government Code Claim Requirements.** Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Lessor against Lessee for money or damages, shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Lessor's initiation of any dispute resolution procedures or binding arbitration proceedings pursuant to the following is Lessor's compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Lessor and the Lessee seeking money or damages to the Lessee and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.
23. **Claims within Small Claims Court Jurisdiction.** The exclusive tribunal for binding resolution of Disputed Claims valued at or less than the then current jurisdictional limits of the Small Claims Court. Venue for any Small Claims Court proceeding shall be the Small Claims Court designated for the geographic area of the Premises.
24. **Marginal Headings; Interpretation.** The titles of the various paragraphs in this Lease Agreement are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the Lessee or the Lessor and shall have no effect upon the construction or interpretation of this Lease. The Lease shall be construed as a whole in accordance with their fair meaning and not strictly for or against the Lessor or Lessee.
25. **Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Lease and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lessee or the Lessor shall constitute a waiver of a right or remedy afforded the party under the Lease or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
26. **Severability.** If any provision of the Lease is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Lease, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
27. **Notices.** Except as otherwise expressly provided for in the Lease, all notices which the Lessee or the Lessor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the Lessee or the Lessor at their respective address set forth in the Lease, or such other address(es) as either the Lessee or the Lessor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
28. **Limitation on Special/Consequential Damages.** In the event of either party's breach or default of its obligations under the Lease, the damages, if any, recoverable by the other party is limited to general damages directly caused by the breach or default and shall

exclude any and all special or consequential damages, if any. The parties hereby expressly waive and relinquish any recovery of special or consequential damages from one another.

- 29. **Days.** Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.
- 30. **Time.** Time is of the essence in performance and completion of obligations under the Contract.
- 31. **Provisions Required by the Laws Deemed Inserted.** Provisions required by the Laws to be incorporated into the Lease are deemed incorporated herein and the Lease shall be read and enforced as though such provisions are incorporated herein.
- 32. **Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral. No representations or agreements not included in this Lease shall be enforceable unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

**LESSOR
OCR LAND LLC**

**LESSEE
RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

By:  3/23/17
Mike Harran
Title: Managing Member

By: _____
Peter Hardash
Title: Vice Chancellor Business Operations
and Fiscal Services

Final Revision



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Academic Affairs**

To: Board of Trustees	Date: April 12, 2017
Re: Approval of TargetSolutions Learning, LLC Agreement for the Fire Technology Program	
Action: Request for Approval	

BACKGROUND

For over 20 years, Santa Ana College has had Instruction Service Agreements (ISA's) with the fire agencies in Orange, Riverside and San Bernardino counties, as well as with all of the lifeguard agencies from San Clemente to Seal Beach.

Upon mutual collaboration with the California Community Colleges Chancellor's Office, Santa Ana College and local fire departments, it was concluded that ISA courses require detailed documentation of the completed training hours by the various agency instructors. This process is a very time-consuming task performed by the fire departments training officers and supports FTES apportionment. Many fire departments adopted a Records Management System (RMS) called TargetSolutions (TS). TS is an excel compatible platform that allows the fire departments the ability to post their training activities and track, tally and total the training hours of the individuals in the class, as well as the total number of hours taught by their training officers. Utilizing TS, the fire departments have improved the monitoring mechanism for tracking the training hours of their employees on a daily basis, which supports the terms of the ISA's.

ANALYSIS

By utilizing TS as our RMS, SAC would gain operational efficiencies as the Parent Site for each of the ISA partners using this same system. This RMS has the potential to offer expanded courses through the portal, such as vehicle extrication, smoke evacuation, and hydraulics. SAC anticipates an increase in FTES generation from the ability to offer an expanded number of ISA specific courses.

The annual cost of \$14,132 allows for 27 ISA partners and an annual maintenance fee for a total estimated cost of \$42,396 over three years. This anticipated agreement will meet the needs of the college and our ISA partners.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with TargetSolutions Learning, LLC for the Fire Technology Program as presented.

Fiscal Impact: \$14,132.00/annual	Board Date: April 12, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Donald Mahany, Assistant Dean, Fire Technology	
Submitted by: Linda D. Rose Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



TargetSolutions Learning, LLC.

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 858-592-6880 - DIRECT / 858-487-8762 - FAX

DATE of SUBMISSION	
3/29/2017	
LICENSE TERMS:	3.31.17-3.30.20

Business Proposal Exclusively Developed for:
Santa Ana College
 Attn: Don Mahany
 1530 West 17th Street
 Santa Ana, CA 9706-3398
 714-564-6402

Regional Sales Manager: Kegan Konrady
Email: kegan.konrady@targetsolutions.com
Phone: 858-376-1634

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Platform: Enterprise Site Administrators	\$ 79.00	3	\$ 237.00
Enterprise Child Sites (See Addendum A)	\$ 500.00	27	\$ 13,500.00
Annual Maintenance Fee	\$ 395.00	1	\$ 395.00
Total Annual License Fee			\$ 14,132.00

Subject to Section 3.1 of Client Agreement

One Time Set Up	\$1,500	waived	\$ -
TOTAL INITIAL INVESTMENT			\$ 14,132.00

NOTES:

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions Learning, LLC. business proposal pricing is good for 30 days from Date of Submission listed above.

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2.5% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC
10805 Rancho Bernardo Rd, Ste. 200
San Diego, CA 92127

Rancho Santiago Community College District
on behalf of

Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398

By: _____

By: _____

Printed Name: _____

Printed Name: Peter J. Hardash

Vice Chancellor, Business Operations & Fiscal

Title: _____

Title: Services

Date: _____

Date: _____

Addendum A

Fire Department

Anaheim Fire
Brea Fire
Costa Mesa Fire
Fountain Valley Fire
Fullerton Fire
Garden Grove Fire
Huntington Beach Fire
Laguna Beach
Newport Beach Fire
Orange City Fire
Orange County Fire Authority (A-G)
Orange County Fire Authority (G-O)
Orange County Fire Authority (O- Z)

Chino Valley Fire
Corona City – Fire
Corona City – TIP
Downey Fire
La Verne Fire
Montclair Fire
Montebello Fire
Ontario Fire
Rancho Cucamonga Fire
Redlands Fire
San Bernardino County (A-K)
San Bernardino County (K-Z)
Upland Fire
Vernon Fire
West Covina Fire

Location list provided by Mr. Don Mahany, Asst. Dean Human Services and Technology - Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Academic Affairs**

To:	Board of Trustees	Date: April 12, 2017
Re:	Approval of Proposed Revisions for the 2017-2018 Santiago Canyon College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council (CIC) to date this semester. It includes new courses, course revisions, course deletions and other curricula changes that will be reflected in the catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santiago Canyon College. Changes are recommended to the Board of Trustees by the Curriculum and Instruction Council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2017-2018 Santiago Canyon College Catalog as presented.

Fiscal Impact:	None	Board Date: April 12, 2017
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs, SCC Joyce Wagner, Ph.D., Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Hernandez, Ph.D., Interim President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: March 20, 2017

TO: John Hernandez, Ph.D., Interim President of Santiago Canyon College

FROM: Joyce Wagner, Ph.D., Chair of the Curriculum and Instruction Council
Marilyn Flores, Ph.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2017-2018 CATALOG**

The following changes to the 2017-2018 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Dr. Joyce Wagner, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist and a student representative.

The changes initiated at Santiago Canyon College for the 2017-2018 catalog are:

REVISED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #1)
Nine (9) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

NEW COURSES: (See Attachment #2)
Ten (10) new courses were approved due to new and/or expanded programs or major changes in the discipline.

DEACTIVATED COURSES (See Attachment #3)
Four (4) courses were deactivated because they were outdated and/or had not been offered in three (3) or more year

Cc: Michael DeCarbo, Academic Senate President, Santiago Canyon College
Marilyn Flores, Vice-President of Academic Affairs, Santiago Canyon College
Ruth Babeshoff, Interim Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Von Lawson, Dean of Business and Career Technical Education, Santiago Canyon College
Kari Irwin, Associate Dean of Business and Career Technical Education, Santiago Canyon College
Jennifer Coto, Interim Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
Aracely Mora, Interim Dean of Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Monica Zarske, Chair of the Curriculum and Instruction Council, Santa Ana College
Linda Rose, President of Santa Ana College
Elliot Jones, Academic Senate President, Santa Ana College
Carlos Lopez, Vice-President of Academic Affairs, Santa Ana College

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Associate in Science in Apprenticeship Carpentry, Plastering (31705)
Associate of Science in Cosmetology (11948)
Associate in Arts in Elementary Teacher Education for Transfer (31735)
Associate in Arts in English (11928)
Associate in Arts in English for Transfer (31366)
Associate in Arts in Philosophy for Transfer (32042)
Certificate of Achievement in Cosmetology (21674)
Certificate of Achievement in Apprenticeship Carpentry, Plastering (31706)
Certificate of Achievement in Esthetician

Non-Credit

None

NEW COURSES

Credit

English 243, The Modern American Novel
Workforce Preparation 001, Transition to Higher Learning
Workforce Preparation 002, Self-Advocacy
Workforce Preparation 003, Getting Around Town
Workforce Preparation 004, Choosing the Right Employment Path
Workforce Preparation 005, Safety on the Job
Workforce Preparation 006, Communication Skills for Successful Employment
Workforce Preparation 007, Social Skills and Necessary Etiquette
Workforce Preparation 008, Building Critical Thinking Skills
Workforce Preparation 009, Beginning Computers

Non-Credit

None

DEACTIVATED COURSES

Credit

Apprenticeship Operating Engineers 049, OSHA Construction
Apprenticeship Operating Engineers 051, Operating Engineers Hazmat 8
Apprenticeship Operating Engineers 052, Mobile Cranes
Apprenticeship Operating Engineers 053, Special Inspector Education

Non-Credit

None

Rancho Santiago Comm Coll District

Board Meeting of 04/12/17

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/15/17 Thru 03/28/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64636	General Fund Unrestricted	0.00	736.00	-736.00	92*0480756	92*0480756
64672	General Fund Unrestricted	0.00	1,800.00	-1,800.00	92*0481249	92*0481249
64710	General Fund Unrestricted	0.00	1,656.01	-1,656.01	92*0481778	92*0481778
64712	General Fund Unrestricted	0.00	5,535.35	-5,535.35	92*0481831	92*0481831
64838	General Fund Unrestricted	0.00	6,135.00	-6,135.00	92*0484139	92*0484139
64853	General Fund Unrestricted	7,354.25	0.00	7,354.25	92*0484291	92*0484297
64855	General Fund Unrestricted	8,332.48	0.00	8,332.48	92*0484304	92*0484319
64856	General Fund Unrestricted	141.16	0.00	141.16	92*0484325	92*0484325
64857	General Fund Unrestricted	14,455.48	0.00	14,455.48	92*0484330	92*0484331
64858	General Fund Unrestricted	2,009,902.53	0.00	2,009,902.53	92*0484333	92*0484343
64862	General Fund Unrestricted	19,436.86	0.00	19,436.86	92*0484372	92*0484406
64864	General Fund Unrestricted	15,587.22	0.00	15,587.22	92*0484438	92*0484465
64865	General Fund Unrestricted	160.20	0.00	160.20	92*0484471	92*0484479
64870	General Fund Unrestricted	15,467.72	0.00	15,467.72	92*0484489	92*0484502
64871	General Fund Unrestricted	129,427.83	0.00	129,427.83	92*0484506	92*0484533
64874	General Fund Unrestricted	42,195.11	0.00	42,195.11	92*0484542	92*0484565
64875	General Fund Unrestricted	4,568.82	0.00	4,568.82	92*0484568	92*0484584
64876	General Fund Unrestricted	79,920.50	0.00	79,920.50	92*0484590	92*0484608
64881	General Fund Unrestricted	2,741.17	0.00	2,741.17	92*0484637	92*0484637
64882	General Fund Unrestricted	12,369.18	0.00	12,369.18	92*0484647	92*0484685
64888	General Fund Unrestricted	13,346.23	0.00	13,346.23	92*0484706	92*0484735
64889	General Fund Unrestricted	20,496.05	0.00	20,496.05	92*0484742	92*0484767
64890	General Fund Unrestricted	11,731.50	0.00	11,731.50	92*0484771	92*0484789
64895	General Fund Unrestricted	54,011.76	0.00	54,011.76	92*0484819	92*0484838
64896	General Fund Unrestricted	46,382.92	0.00	46,382.92	92*0484839	92*0484859
64897	General Fund Unrestricted	90,107.71	0.00	90,107.71	92*0484877	92*0484918
64898	General Fund Unrestricted	438.08	0.00	438.08	92*0484928	92*0484929
64899	General Fund Unrestricted	24,643.20	0.00	24,643.20	92*0484930	92*0485042
Total Fund 11 General Fund Unrestricted		\$2,623,217.96	\$15,862.36	\$2,607,355.60		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64812	General Fund Restricted	0.00	1,680.90	-1,680.90	92*0483750	92*0483750
64850	General Fund Restricted	0.00	296.00	-296.00	92*0484266	92*0484266
64854	General Fund Restricted	3,529.98	0.00	3,529.98	92*0484298	92*0484303
64855	General Fund Restricted	107,201.28	0.00	107,201.28	92*0484307	92*0484322
64856	General Fund Restricted	6,207.04	0.00	6,207.04	92*0484323	92*0484329
64858	General Fund Restricted	4,440.00	0.00	4,440.00	92*0484344	92*0484345
64862	General Fund Restricted	67,726.97	0.00	67,726.97	92*0484374	92*0484407
64863	General Fund Restricted	26,463.41	0.00	26,463.41	92*0484408	92*0484417
64864	General Fund Restricted	33,166.24	0.00	33,166.24	92*0484418	92*0484470
64871	General Fund Restricted	108,660.62	0.00	108,660.62	92*0484504	92*0484528
64874	General Fund Restricted	54,195.00	0.00	54,195.00	92*0484544	92*0484564
64875	General Fund Restricted	99,013.38	0.00	99,013.38	92*0484566	92*0484589
64876	General Fund Restricted	1,050.02	0.00	1,050.02	92*0484595	92*0484604
64881	General Fund Restricted	19,800.18	0.00	19,800.18	92*0484630	92*0484638
64882	General Fund Restricted	81,777.98	0.00	81,777.98	92*0484639	92*0484687
64888	General Fund Restricted	74,514.57	0.00	74,514.57	92*0484707	92*0484734
64889	General Fund Restricted	21,049.60	0.00	21,049.60	92*0484737	92*0484769
64890	General Fund Restricted	21,530.44	0.00	21,530.44	92*0484770	92*0484787
64895	General Fund Restricted	56,505.71	0.00	56,505.71	92*0484820	92*0484837
64896	General Fund Restricted	38,935.81	0.00	38,935.81	92*0484855	92*0484861
64897	General Fund Restricted	70,584.63	0.00	70,584.63	92*0484862	92*0484919
64898	General Fund Restricted	18,355.72	0.00	18,355.72	92*0484920	92*0484927
Total Fund 12 General Fund Restricted		\$914,708.58	\$1,976.90	\$912,731.68		

Checks Written for Period 03/15/17 Thru 03/28/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64855	GF Unrestricted One-Time Func	4,631.33	0.00	4,631.33	92*0484305	92*0484321
64856	General Fund Unrestricted	3,121.45	0.00	3,121.45	92*0484327	92*0484327
64857	General Fund Restricted	3,675.62	0.00	3,675.62	92*0484332	92*0484332
64862	GF Unrestricted One-Time Func	20,044.11	0.00	20,044.11	92*0484375	92*0484389
64864	GF Unrestricted One-Time Func	22,048.73	0.00	22,048.73	92*0484450	92*0484466
64870	GF Unrestricted One-Time Func	64,282.21	0.00	64,282.21	92*0484503	92*0484503
64871	GF Unrestricted One-Time Func	517.77	0.00	517.77	92*0484513	92*0484513
64874	GF Unrestricted One-Time Func	18,791.56	0.00	18,791.56	92*0484561	92*0484561
64875	GF Unrestricted One-Time Func	488.35	0.00	488.35	92*0484578	92*0484581
64882	GF Unrestricted One-Time Func	19,429.02	0.00	19,429.02	92*0484651	92*0484674
64888	GF Unrestricted One-Time Func	3,954.75	0.00	3,954.75	92*0484715	92*0484736
64889	GF Unrestricted One-Time Func	2,878.73	0.00	2,878.73	92*0484743	92*0484747
64890	GF Unrestricted One-Time Func	927.72	0.00	927.72	92*0484772	92*0484772
64895	General Fund Restricted	10,808.58	0.00	10,808.58	92*0484822	92*0484822
64896	GF Unrestricted One-Time Func	215.34	0.00	215.34	92*0484860	92*0484860
64897	GF Unrestricted One-Time Func	7,983.81	0.00	7,983.81	92*0484868	92*0484870
64898	GF Unrestricted One-Time Func	185.00	0.00	185.00	92*0484922	92*0484922
Total Fund 13 GF Unrestricted One-Time		\$183,984.08	\$0.00	\$183,984.08		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64852	Child Development Fund	17,881.43	0.00	17,881.43	92*0484286	92*0484290
64861	Child Development Fund	6,301.06	0.00	6,301.06	92*0484361	92*0484371
64869	Child Development Fund	3,781.88	0.00	3,781.88	92*0484483	92*0484488
64873	Child Development Fund	9,514.96	0.00	9,514.96	92*0484535	92*0484541
64880	Child Development Fund	2,345.99	0.00	2,345.99	92*0484620	92*0484629
64887	Child Development Fund	8,296.47	0.00	8,296.47	92*0484698	92*0484705
64894	Child Development Fund	2,339.48	0.00	2,339.48	92*0484810	92*0484818
Total Fund 33 Child Development Fund		\$50,461.27	\$0.00	\$50,461.27		

Checks Written for Period 03/15/17 Thru 03/28/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64851	Capital Outlay Projects Fund	20,980.80	0.00	20,980.80	92*0484285	92*0484285
64860	Capital Outlay Projects Fund	74,668.59	0.00	74,668.59	92*0484347	92*0484360
64868	Capital Outlay Projects Fund	36.62	0.00	36.62	92*0484482	92*0484482
64879	Capital Outlay Projects Fund	17,808.66	0.00	17,808.66	92*0484611	92*0484619
64886	Capital Outlay Projects Fund	176,665.49	0.00	176,665.49	92*0484692	92*0484697
64893	Capital Outlay Projects Fund	71,440.27	0.00	71,440.27	92*0484802	92*0484809
Total Fund 41 Capital Outlay Projects Fun		\$361,600.43	\$0.00	\$361,600.43		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64885	Bond Fund, Measure E	4,702.50	0.00	4,702.50	92*0484691	92*0484691
Total Fund 42 Bond Fund, Measure E		<u>\$4,702.50</u>	<u>\$0.00</u>	<u>\$4,702.50</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64878	Bond Fund, Measure Q	27,627.96	0.00	27,627.96	92*0484610	92*0484610
64884	Bond Fund, Measure Q	22,548.88	0.00	22,548.88	92*0484689	92*0484690
64892	Bond Fund, Measure Q	48,977.50	0.00	48,977.50	92*0484799	92*0484801
Total Fund 43 Bond Fund, Measure Q		<u>99,154.34</u>	<u>0.00</u>	<u>99,154.34</u>		

Checks Written for Period 03/15/17 Thru 03/28/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64859	Property and Liability Fund	2,747.58	0.00	2,747.58	92*0484346	92*0484346
64867	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0484481	92*0484481
64877	Property and Liability Fund	533.40	0.00	533.40	92*0484609	92*0484609
64883	Property and Liability Fund	5,148.54	0.00	5,148.54	92*0484688	92*0484688
64891	Property and Liability Fund	525.00	0.00	525.00	92*0484798	92*0484798
Total Fund 61 Property and Liability Fund		\$12,076.67	\$0.00	\$12,076.67		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64866	Workers' Compensation Fund	54.92	0.00	54.92	92*0484480	92*0484480
Total Fund 62 Workers' Compensation Fu		<u><u>\$54.92</u></u>	<u><u>\$0.00</u></u>	<u><u>\$54.92</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64872	Student Financial Aid Fund	125.00	0.00	125.00	92*0484534	92*0484534
Total Fund 74 Student Financial Aid Fund		\$125.00	\$0.00	\$125.00		

64891	Diversified Trust Fund	8,785.99	8,785.99	0.00	92*0484790	92*0484797
Total Fund 79 Diversified Trust Fund		<u><u>\$8,785.99</u></u>	<u><u>\$8,785.99</u></u>	<u><u>\$0.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,607,355.60
Total Fund 12 General Fund Restricted	912,731.68
Total Fund 13 GF Unrestricted One-Time Fund	183,984.08
Total Fund 33 Child Development Fund	50,461.27
Total Fund 41 Capital Outlay Projects Fund	361,600.43
Total Fund 42 Bond Fund, Measure E	4,702.50
Total Fund 43 Bond Fund, Measure Q	99,154.34
Total Fund 61 Property and Liability Fund	12,076.67
Total Fund 62 Workers' Compensation Fund	54.92
Total Fund 74 Student Financial Aid Fund	125.00
Total Fund 79 Diversified Trust Fund	0.00
Grand Total:	<u><u>\$4,232,246.49</u></u>

Checks Written for Period 03/11/17 Thru 03/27/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311703318	Bookstore Fund	216,259.73	0.00	216,259.73	31*0107684	31*0107714
311703425	Bookstore Fund	128,647.67	0.00	128,647.67	31*0107715	31*0107733
Total Fund 31 Bookstore Fund		<u>\$344,907.40</u>	<u>\$0.00</u>	<u>\$344,907.40</u>		

Checks Written for Period 03/11/17 Thru 03/27/17

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711703318	Associated Students Fund	4,943.80	0.00	4,943.80	71*0007918	71*0007949
711703425	Associated Students Fund	150.00	0.00	150.00	71*0007950	71*0007950
Total Fund 71 Associated Students Fund		<u><u>\$5,093.80</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,093.80</u></u>		

Checks Written for Period 03/11/17 Thru 03/27/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721703318	Representation Fee Trust Fund	6,244.80	0.00	6,244.80	72*0000102	72*0000102
721703425	Representation Fee Trust Fund	820.00	0.00	820.00	72*0000103	72*0000103
Total Fund 72 Representation Fee Trust Fun		<u>\$7,064.80</u>	<u>\$0.00</u>	<u>\$7,064.80</u>		

Checks Written for Period 03/11/17 Thru 03/27/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761703425	Community Education Fund	21,073.98	0.00	21,073.98	76*0007138	76*0007147
Total Fund 76 Community Education Fund		<u>21,073.98</u>	<u>0.00</u>	<u>21,073.98</u>		

Checks Written for Period 03/11/17 Thru 03/27/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791703318	Diversified Trust Fund	52,377.89	0.00	52,377.89	79*0020614	79*0020634
791703425	Diversified Trust Fund	19,817.66	0.00	19,817.66	79*0020635	79*0020643
Total Fund 79 Diversified Trust Fund		<u>\$72,195.55</u>	<u>\$0.00</u>	<u>\$72,195.55</u>		

Checks Written for Period 03/11/17 Thru 03/27/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811703318	Diversified Agency Fund	22,784.76	0.00	22,784.76	81*0047536	81*0047556
811703425	Diversified Agency Fund	12,330.26	0.00	12,330.26	81*0047557	81*0047573
Total Fund 81 Diversified Agency Fund		<u>\$35,115.02</u>	<u>\$0.00</u>	<u>\$35,115.02</u>		

SUMMARY

Total Fund 31 Bookstore Fund	344,907.40
Total Fund 71 Associated Students Fund	5,093.80
Total Fund 72 Representation Fee Trust Fund	7,064.80
Total Fund 76 Community Education Fund	21,073.98
Total Fund 79 Diversified Trust Fund	72,195.55
Total Fund 81 Diversified Agency Fund	35,115.02
Grand Total:	<u><u>\$485,450.55</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

No. 4.2

From 03/11/2017 To 03/24/2017

Board Meeting on 04/12/2017

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	6,623	
2000	CLASSIFIED SALARIES		9,417
3000	EMPLOYEE BENEFITS		1,370
4000	SUPPLIES & MATERIALS		54,769
5000	OTHER OPERATING EXP & SERVICES	60,627	
6000	CAPITAL OUTLAY		16,694
7900	RESERVE FOR CONTINGENCIES	15,000	
Total Transfer Fund 11		\$82,250	\$82,250
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	16,930	
2000	CLASSIFIED SALARIES	24,178	
3000	EMPLOYEE BENEFITS		26,811
4000	SUPPLIES & MATERIALS		37,346
5000	OTHER OPERATING EXP & SERVICES		65,204
6000	CAPITAL OUTLAY	16,253	
7000	OTHER OUTGO	6,000	
7900	RESERVE FOR CONTINGENCIES	66,000	
Total Transfer Fund 12		\$129,361	\$129,361
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		215,885
4000	SUPPLIES & MATERIALS	7,369	
5000	OTHER OPERATING EXP & SERVICES		13,008
6000	CAPITAL OUTLAY		982,229
7900	RESERVE FOR CONTINGENCIES	1,203,753	
Total Transfer Fund 13		\$1,211,122	\$1,211,122
<u>Fund 33: Child Development Fund</u>			
2000	CLASSIFIED SALARIES	10,000	
5000	OTHER OPERATING EXP & SERVICES		10,000
Total Transfer Fund 33		\$10,000	\$10,000
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		125
6000	CAPITAL OUTLAY	600,125	
7900	RESERVE FOR CONTINGENCIES		600,000
Total Transfer Fund 41		\$600,125	\$600,125

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/11/2017 To 03/24/2017
Board Meeting on 04/12/2017**

BUDGET TRANSFERS	From	To
<u>Fund 42: Bond Fund, Measure E</u>		
6000 CAPITAL OUTLAY		128,999
7900 RESERVE FOR CONTINGENCIES	128,999	
	\$128,999	\$128,999
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		3,000
7900 RESERVE FOR CONTINGENCIES	3,000	
	\$3,000	\$3,000
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	466	
8600 STATE REVENUES	(532,953)	
2000 CLASSIFIED SALARIES		225,565
3000 EMPLOYEE BENEFITS		121,583
4000 SUPPLIES & MATERIALS		1,150
5000 OTHER OPERATING EXP & SERVICES		(920,010)
6000 CAPITAL OUTLAY		35,067
7000 OTHER OUTGO		4,158
	\$(532,487)	\$(532,487)
<u>Fund 74: Student Financial Aid Fund</u>		
8600 STATE REVENUES	2,000	
7000 OTHER OUTGO		2,000
	\$2,000	\$2,000

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/11/2017 To 03/24/2017
Board Meeting on 04/12/2017**

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B020624	03/16/17		
4000	SUPPLIES & MATERIALS		15,000
7900	RESERVE FOR CONTINGENCIES	15,000	
Total Reference B020624		\$15,000	\$15,000
Reason:	Adjustment		
Description:	Maintenance Supplies		
B020635	03/16/17		
4000	SUPPLIES & MATERIALS		40,650
5000	OTHER OPERATING EXP & SERVICES	40,650	
Total Reference B020635		\$40,650	\$40,650
Reason:	Adjustment		
Description:	Allocate to CJ Academies for maintenance related expenses		
<u>Fund 12: General Fund Restricted</u>			
B020645	03/17/17		
1000	ACADEMIC SALARIES	13,500	
2000	CLASSIFIED SALARIES	15,000	
3000	EMPLOYEE BENEFITS	3,078	
4000	SUPPLIES & MATERIALS		31,578
Total Reference B020645		\$31,578	\$31,578
Reason:	Special Project Adjustment		
Description:	Tsfr unused salary/benefits fds NOCCAP to instructional supp		
B020673	03/22/17		
2000	CLASSIFIED SALARIES	45,000	
5000	OTHER OPERATING EXP & SERVICES		45,000
Total Reference B020673		\$45,000	\$45,000
Reason:	Special Project Adjustment		
Description:	Tsfr fds Upward Bound Math and Science Summer Pgm contracts		
B020683	03/23/17		
2000	CLASSIFIED SALARIES		80,032
3000	EMPLOYEE BENEFITS		51,838
4000	SUPPLIES & MATERIALS	30,870	
5000	OTHER OPERATING EXP & SERVICES	35,000	
7900	RESERVE FOR CONTINGENCIES	66,000	
Total Reference B020683		\$131,870	\$131,870
Reason:	Special Project Adjustment		
Description:	Fund reorg#1009 Sergeant, Dist Safety & Security/SCC '16/17		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 03/11/2017 To 03/24/2017

Board Meeting on 04/12/2017

BUDGET TRANSFERS		From	To
B020684	03/23/17		
1000	ACADEMIC SALARIES	11,675	
2000	CLASSIFIED SALARIES	28,864	
3000	EMPLOYEE BENEFITS	22,810	
4000	SUPPLIES & MATERIALS		5,500
5000	OTHER OPERATING EXP & SERVICES		63,849
7000	OTHER OUTGO	6,000	
Total Reference B020684		\$69,349	\$69,349
Reason:	Special Project Adjustment		
Description:	Make adjustments to existing 16-17 Equity Budget/SAC.		
Fund 13: GF Unrestricted One-Time Funds			
B020632	03/16/17		
2000	CLASSIFIED SALARIES		215,885
7900	RESERVE FOR CONTINGENCIES	215,885	
Total Reference B020632		\$215,885	\$215,885
Reason:	Adjustment		
Description:	Salary/Benefits settlement holding		
B020644	03/17/17		
4000	SUPPLIES & MATERIALS		504
7900	RESERVE FOR CONTINGENCIES	504	
Total Reference B020644		\$504	\$504
Reason:	Adjustment		
Description:	Move funds to cover payment for LED monitor		
B020653	03/17/17		
4000	SUPPLIES & MATERIALS		2,946
5000	OTHER OPERATING EXP & SERVICES		3,863
7900	RESERVE FOR CONTINGENCIES	6,809	
Total Reference B020653		\$6,809	\$6,809
Reason:	Adjustment		
Description:	Cover quotes for KI Table Arm chairs for R-114		
B020659	03/17/17		
6000	CAPITAL OUTLAY		950,000
7900	RESERVE FOR CONTINGENCIES	950,000	
Total Reference B020659		\$950,000	\$950,000
Reason:	Adjustment		
Description:	Allocate to SACTAC computer replacement pgm 16/17		
B020667	03/20/17		
6000	CAPITAL OUTLAY		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Reference B020667		\$30,000	\$30,000
Reason:	Adjustment		
Description:	Cover quotes for 20 tables and umbrellas		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/11/2017 To 03/24/2017
Board Meeting on 04/12/2017**

BUDGET TRANSFERS	From	To
B020698 03/24/17		
5000 OTHER OPERATING EXP & SERVICES		555
7900 RESERVE FOR CONTINGENCIES	555	
	\$555	\$555
Total Reference B020698		
Reason: Adjustment		
Description: Quotes for KI Table Arm chairs for R-114.		

Fund 41: Capital Outlay Projects Fund

B020696 03/23/17		
6000 CAPITAL OUTLAY	600,000	
7900 RESERVE FOR CONTINGENCIES		600,000
	\$600,000	\$600,000
Total Reference B020696		
Reason: New Budget		
Description: SCC Fan Coil Replacement		

Fund 42: Bond Fund, Measure E

B020695 03/23/17		
6000 CAPITAL OUTLAY		128,999
7900 RESERVE FOR CONTINGENCIES	128,999	
	\$128,999	\$128,999
Total Reference B020695		
Reason: Special Project Adjustment		
Description: Allocate funds to Central Plant contracted services		

Fund 79: Diversified Trust Fund

B020626 03/16/17		
4000 SUPPLIES & MATERIALS		3,000
7900 RESERVE FOR CONTINGENCIES	3,000	
	\$3,000	\$3,000
Total Reference B020626		
Reason: Special Project Adjustment		
Description: Commencement folders		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/11/2017 To 03/24/2017
Board Meeting on 04/12/2017**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B020603	03/13/17		
8600	STATE REVENUES	(539,249)	
5000	OTHER OPERATING EXP & SERVICES		(539,249)
Total Reference B020603		\$(539,249)	\$(539,249)
Reason:	Special Project Adjustment		
Description:	Carryover budget for TAP Career Pathways Design SP#2560		
B020605	03/13/17		
8600	STATE REVENUES	167,347	
2000	CLASSIFIED SALARIES		107,038
3000	EMPLOYEE BENEFITS		60,309
Total Reference B020605		\$167,347	\$167,347
Reason:	Special Project Adjustment		
Description:	#2222 Adult Ed Block Grant - Data & Accountability revised		
B020606	03/13/17		
8600	STATE REVENUES	(167,347)	
2000	CLASSIFIED SALARIES		118,527
3000	EMPLOYEE BENEFITS		61,274
4000	SUPPLIES & MATERIALS		1,150
5000	OTHER OPERATING EXP & SERVICES		(383,365)
6000	CAPITAL OUTLAY		35,067
Total Reference B020606		\$(167,347)	\$(167,347)
Reason:	Special Project Adjustment		
Description:	#2222 Adult Ed Block Grant - Data & Accountability revised		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 03/11/2017 To 03/24/2017
Board Meeting on 04/12/2017**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
03/23/17	V0543174	Record interfund transfer fr Diversified Trust Fund 79 to Capital Outlay Fund 41	8530.00

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 12, 2017
Re:	Approval of Change Order #1 for A&D Fire Sprinklers, Inc. for Fire Line Pump Replacement at District Office	
Action:	Request for Approval	

BACKGROUND:

On December 12, 2016, the Board of Trustees approved a contract with A&D Fire Sprinklers, Inc. for Bid #1300 for the Fire Line Pump Replacement at the District Office. As part of the District's on-going fire prevention plan for the District Office Building, the fire water line pump and the pump controller were upgraded and replaced. Engineered plans and specifications were developed to replace the existing fire line pump equipment to meet certain building fire code requirements specific to the District Office. The construction plans and specifications were submitted to and approved by the Orange County Fire Authority and the project has been completed.

ANALYSIS:

The project was completed on March 23, 2017. The Deductive Change Order #1 decreases the contract by \$1,500 which is a credit back to the District for unused unforeseen conditions allowance expenditures. The revised contract amount is \$44,325. Pursuant to Administrative Regulation 6600, staff is recommending approval of this change order. A Notice of Completion has been scheduled for approval by the Board of Trustees on the same agenda of April 12, 2017.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for A&D Fire Sprinklers, Inc. for Fire Line Pump Replacement at District Office as presented.

Fiscal Impact:	(\$1,500)	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board Date: April 12, 2017
 Project/Bid No. 1300
 Site: DO
 Change Order (CO) No. : 1

Project Name: Fire Line Pump Replacement
 Contractor: A&D Fire Sprinklers Inc.
 Contract #: FAS 17.1300

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
11/07/16	92 calendar days	03/23/17	0		

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$45,825.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	1	-\$1,500.00	-3.3%
Total Change Order (s)		-\$1,500.00	-3.3%
Revised Contract Amount		\$44,325.00	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance.	0	0	1/0/1900	(\$1,500.00)	\$0.00	(\$1,500.00)
							\$0.00
							\$0.00
Subtotal					(\$1,500.00)	\$0.00	(\$1,500.00)
Grand Total							(\$1,500.00)

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 12, 2017
Re:	Accept the Completion of Bid #1300 for Fire Line Pump Replacement at the District Office and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On December 12, 2016, the Board of Trustees approved a contract with A&D Fire Sprinklers, Inc. for Bid #1300 for the Fire Line Pump Replacement at the District Office. The project was completed on March 23, 2017.

ANALYSIS:

The Project was completed on March 23, 2017. The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$44,325.

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees Accept the Project as Complete and Approve the Filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. College District
2323 N. Broadway
Santa Ana, CA 92706-1640

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as District Office, located 2323 N. Broadway, Santa Ana, Orange, caused improvements to be made to the property to with: Bid #1300 for Fire Line Pump Replacement at District Office, the contract for the doing of which was heretofore entered into on the 12th day of December 2016, which contract was made with A&D Fire Sprinklers, Inc. PO 17-P0043686 as contractor; that said improvements were completed on the 23rd day of March, 2017 and accepted by formal action of the governing Board of said District on the 12th day of April, 2017; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is United States Fire Insurance Company.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2017 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

State of California
County of Orange

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 12, 2017
Re:	Ratification of Award of Bid #1320 for Reconfiguration of Congressman Correa's Offices at the District Office	
Action:	Request for Ratification	

BACKGROUND:

This is a ratification for the award of Bid #1320 for the reconfiguration of Congressman Lou Correa's offices at the District Office. The project consists of consolidating and reconfiguring office Suites 319, 338, 340, and 345, into a new office for Congressman Lou Correa. As a result of the new offices, a conference room and storage room was eliminated on the third floor and relocated to the fourth floor. As part of the tenant improvement project, existing space on the fourth floor will be repurposed for a conference room and additional storage space.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1320 for Reconfiguration of Congressman Correa's at District Office was advertised on February 27, 2017, and a Notice of Inviting Bids was sent to one hundred seventy-one (171) contractors from the District's qualified contractors list on February 27, 2017.

A mandatory job walk was conducted on March 1, 2017. Bids were opened on March 20, 2017, as noted on the attached bid result form. The District received five (5) bids for the project. De La Torre Commercial Interiors, Inc. (Orange) submitted the lowest responsive bid in the amount of \$144,400. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1320 to De La Torre Commercial Interiors, Inc.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCAA to De La Torre Commercial Interiors, Inc. The anticipated Notice to Proceed is scheduled for April 4, 2017. The estimated construction duration is fifty-three (53) days from April 4, 2017 through May 27, 2017 with anticipated target occupancy in June 2017. The project is funded by Capital Outlay Funds. The District's contribution to the improvement costs is \$31,646 for the work associated with the relocation of the conference room and storage space on the fourth floor.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1320 to De La Torre Commercial Interiors, Inc. (Orange) for Reconfiguration of Congressman Correa's Offices at District Office as presented.

Fiscal Impact:	\$144,400	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	



Facility Planning
2323 North Broadway, Rm 112
Santa Ana, CA 92706-1640

BID RESULTS

BID #1320 Addendums Issued: 2	PROJECT: Reconfiguration Congressman Correa Offices at District Office	DUE DATE: March 20, 2017 At 2:00 P.M.
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BIDDER	TOTAL BASE BID AMOUNT
De La Torre Commercial Interiors, Incorporated 134 West Lincoln Avenue Orange, CA 92865	\$144,400
RT Contractor Corporation 12864 East Dale Street Garden Grove, CA 92841	\$148,000
Patriot Contracting & Engineering, Incorporated 22601 La Palma Avenue, Suite 100 Yorba Linda, CA 92887	\$174,000
GDL Best Contractors, Incorporated 7611 Greenleaf Avenue Whittier, CA 90602	\$175,000
Golden Gate Construction 6481 Orangethorpe Avenue, Suite 26 Buena Park, CA 90620	\$203,754

5 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	April 12, 2017
Re:	Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. for Architectural Services for the Emergency Blue Phone & ADA Path of Travel Upgrade Project at Various Sites		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for an extension of time and additional architectural services. On May 31, 2016 the Board of Trustees approved an agreement with Lentz Morrissey Architects, Inc. for architectural services for the emergency blue phone and associated Americans with Disabilities Act (ADA) path of travel upgrade project at Santiago Canyon College, Digital Media Center, District Office, Orange County Sheriff's Regional Training Academy, Santa Ana College, and Centennial Education Center. The architect is in need of a topographic land survey to adequately respond to DSA's plan check access comments and confirm the existing path of travel is ADA compliant. The architect will utilize the topographic land survey to determine if portions of the existing path of travel are non-compliant. Where non-compliance occurs, the architect will design new path of travel that meets ADA compliance.

ANALYSIS:

The additional services covered by this amendment is a fixed fee in the amount of \$16,808, as well as an extension to the contract duration. The services covered by this agreement commenced on June 1, 2016 and the new end date has been extended to December 31, 2018. The revised total contract amount is \$129,198.

An analysis of hours and associated tasks was provided and evaluated to justify the additional fee requested. The District has reviewed the additional hours and found the added service fee to be fair and reasonable.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Lentz Morrissey Architects, Inc. for Architectural Services for the Emergency Blue Phone & ADA Path of Travel Upgrade Project at Various Sites as presented.

Fiscal Impact:	\$16,808	Board Date:	April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Board Agreement Summary

Board Date: 4/12/17

Project: Emergency Blue Phone & ADA Path of Travel

Site: **Santiago Canyon College,
Digital Media Center, District
Office, Orange County Sheriff's
Regional Training Academy,
Santa Ana College, Centennial
Education Center**

Consultants: **Lentz Morrissey Architecture, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$107,390.00	\$ 5,000.00	6/1/2016	6/30/2018
Amendment #1	\$16,808.00		6/1/2016	12/31/2018
Total Agreement Amount	\$129,198.00			

AGREEMENT NO: 0195.00/ DESCRIPTION:

Amendment #1 for additional topographic land survey services

This agreement #00195.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: \$16,808.00

Contract End Date: 12/31/2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	April 12, 2017
Re:	Approval of Amendment to Agreement with HPI Architecture for Professional Design Services for the new Johnson Student Center Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional architectural design services and an extension of time. On September 8, 2014 the Board of Trustees approved an agreement with HPI Architecture for architectural services related to the new Johnson Student Center Project at Santa Ana College. The project schedule was extended to allow for additional user group meetings to be held during the current design phase. Additional design services are now needed to clarify the final additional scope of work for the project after conclusion of additional user group meetings and to clarify work area limits between other projects for Central Plant and Science Center. The additional scope of work includes: 1) adding improvements to the existing road south of Johnson Center that leads around Middle College High School (MCHS); and 2) improving the existing plaza hardscape to the west of the Johnson Center, north of the B Portables, and south of Building E.

Site improvements to the existing road south of Johnson Center around the MCHS building will 1) improve truck and vehicular access to the new main campus delivery area at the south end of Johnson Center; 2) decrease the number of trucks that will travel on the west side of MCHS where most pedestrian access occurs, 3) relocate accessible parking stalls to parking lot 9, and 4) provide a new drop-off area for MCHS and college students as the drop off area is currently deficient.

Landscaping and other site improvements to the existing plaza west of the Johnson Center (between Buildings B and E) is necessary and will improve the exterior topography resulting in more usable outdoor space for the campus. The scope of work will include new hardscape, softscape, a lunch serving shelter for MCHS, and seating area for campus use.

The agreement needs to be amended to clarify the scope of work so that the architect can complete the construction document phase of design prior to submittal to the Division of State Architect (DSA).

ANALYSIS:

The amendment is to increase the contract by \$368,919 and to extend the contract duration. The revised total contract amount is \$2,971,409.80. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced

on September 9, 2014 and the new end date has been revised from December 31, 2020 to June 30, 2021.

The total project budget is \$40.7 million and remains unchanged at this point in time as the latest cost estimates are still within target budget. Cost estimates are undertaken at points in time during phases of design to confirm project budgets are adequate. Another estimate will need to be completed after the construction document phase of design is completed with these additions in scope of work to determine if an adjustment is needed. In order to develop options for the project that include these additions, it is recommended to move forward with the additional design work now to clarify the project scope for the architect.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with HPI Architecture for the new Johnson Student Center Project at Santa Ana College as presented.

Fiscal Impact:	\$368,919	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/12/17

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **HPI Architecture**

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$2,105,735.00		9/9/2014	6/30/2019
Amendment #1	\$25,000.00		N/A	N/A
Amendment #2	\$471,755.80		9/9/2014	12/31/2020
Amendment #3	\$368,919.00		9/9/2014	6/30/2021
Total Agreement Amount	\$2,971,409.80			

AGREEMENT NO 0076.00/DESCRIPTION:

Amendment #3 for additional architectural design services.

This agreement #0076.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

\$368,919.00

Contract End Date:

6/30/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 12, 2017
Re:	Ratification of Award of Bid #1314 for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

This is a ratification for the award of Bid #1314 for the dance floor replacement project at Santa Ana College. The project includes the removal of the existing wood floor system due to age and deficient vertical compression (“spring and flex”) required for dance students. The dance floor needs to be replaced to address these safety concerns. The work includes preparing the sub floor for the below grade concrete slab installation, assessing the existing moisture barrier, and replacing the existing floor with a new 3” sprung dance floor system. The floor selection has been reviewed and approved by the college’s dance faculty. This is a State Scheduled Maintenance project and was included in the Five-year State Scheduled Maintenance Plan and needs to be completed by June 30, 2017.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1314 for Dance Floor Replacement at Building G at Santa Ana College was advertised for a second time on January 25, 2017, and a Notice of Inviting Bids was sent to over thirteen (13) contractors from the District’s qualified contractors list on January 25, 2017. This is the second bid advertisement for this project as there were no bidders from the first bid in June 2016. The district waited to re-advertise the bid for a second time in January in trade journals as required, and requested solicitations from the updated current CUPCAA contractor list in hopes of increasing interest in bidder turnout and to coordinate a new schedule for installation with the college.

A mandatory job walk was conducted on February 7, 2017. Bids were opened on March 8, 2017, as noted on the attached bid results form. The District received two (2) bids for the project. Coastal Sports Flooring (Encino) submitted the lowest responsive bid in the amount of \$49,000. District staff has completed a due diligence review of both bids and contract documents to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1314 to Coastal Sports Flooring to not cause further delay of the project from moving forward as it is within the target budget.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCAA to Coastal Sports Flooring. The anticipated Notice to Proceed is scheduled for April 17, 2017 and the construction is anticipated to start May 8, 2017, as there is a long lead time for ordering of materials and the college has approved the installation schedule. The estimated construction duration is forty (40) days.

The project is funded by State Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1314 to Coastal Sports Flooring (Encino) for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College as presented.

Fiscal Impact:	\$49,000	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO
Community College District

Facility Planning

2323 North Broadway, Rm 112
Santa Ana, CA 92706-1640

BID RESULTS

BID #1314 Addendums Issued: 2	PROJECT: Dance Floor Replacement Building G at Santa Ana College	DUE DATE: 2:00 PM March 8, 2017
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BIDDER / **TOTAL BASE BID AMOUNT**

Coastal Sports Flooring 4924 Balboa Boulevard, Suite #461 Encino, CA 91316	\$49,000
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Floating Dance Floor 1002 West Avenue, Unit J-8 Lancaster, CA 93534	Incomplete bid form response, and therefore, non-responsive. Reviewed by Orange County Department of Education legal counsel, Claire Morey
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2 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	April 12, 2017
Re:	Approval of Agreement with Sandy Pringle Associates for DSA Project Inspector Services for the U Portables Certification Project at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for Division of State Architect (DSA) project inspection services for the U Portables Certification Project at Santiago Canyon College. The U portables consist of 28 portables, west of Building A, and these U portables are currently not DSA certified as they were originally placed as interim housing for classes during the construction and build out of the Measure E capital improvement program. In order to certify the use of the portables, renovations will be required inclusive of fire alarm upgrades, site pavement repairs, erosion control repairs, and ADA upgrades. This project has received DSA approval and is currently in the bidding phase. As required for all DSA projects, the District must hire a DSA-certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications.

ANALYSIS:

A Request for Proposal #1516-136 for Projector Inspector Services was released to seven pre-qualified firms on March 11, 2016 with a due date of April 4, 2016. The District received five responses from Knowland Construction Services (Rancho Palos Verdes), BPI Inspection Services (Los Angeles), Sandy Pringle Associates (Torrance), Martin Brothers Construction Services (Costa Mesa), and Independent Construction Inspection, Inc. (Norco). A selection committee convened to review the proposals on April 5, 2016 and interviewed BPI Inspection Services, Sandy Pringle Associates and Martin Brothers Construction Services on April 13, 2016. The selection and interview committee recommends Sandy Pringle Associates by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, fee, and interview performance. It is recommended that the District enter into an agreement with Sandy Pringle Associates for DSA mandated construction inspection services for the U Portables Certification Project at Santiago Canyon College.

The services covered by this agreement shall commence on April 13, 2017 and end December 31, 2017. Sandy Pringle Associates will provide a DSA Class 3 Project Inspector at an hourly rate of \$59.00/hour. The services are based on a not-to-exceed fee of \$30,680. The District reviewed the scope of work and hourly rates. The fee is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sandy Pringle Associates (Torrance) for DSA Project Inspector Services for the U Portables Certification Project at Santiago Canyon College as presented.

Fiscal Impact:	\$30,680	Board Date:	April 12, 2017
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Board Agreement Summary

Board Date:4/12/17

Project: U Portables Certification Project

Site: **Santiago Canyon College**

Consultants: **Sandy Pringle Associates**

Type of Service: DSA Inspector of Record

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$30,680.00	none	4/13/2017	12/31/2017
Total Agreement Amount	\$30,680.00			

AGREEMENT NO:0228.00 /DESCRIPTION:

Agreement for DSA Inspector of Record (IOR) Services for the U Portables Certification Project at Santiago Canyon College

This agreement #0228.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$30,680.00**

Contract End Date: **12/31/2017**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 12, 2017
Re:	Award of Bid #1315 for U Portables Certification Site Work at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1315 for site work. The U Portable Certification project is a multi-prime construction delivery with four (4) bid packages that includes: site improvement work, electrical work, plumbing and interior work. The project is managed by construction manager, Cumming, Corporation who has been assisting the District with the bidding process for the project.

The “U” portables consist of 28 portables, west of Building “A” at the Santiago Canyon College campus. The “U” portables are currently not DSA certified as they were originally placed as interim housing for classes during the construction and build out of the Measure “E” capital improvement program. The portables have had an interim designation for multiple years and now DSA considers the portables permanent structures. As a result, DSA has requested multiple upgrades to bring the portables into compliance with current codes and certify the buildings. The upgrades include, fire alarm upgrades as well as accessibility upgrades. The project will address deficient access problems, non-complaint interior and exterior signage, and non-compliant accessibility door and hardware. Repairs and replacements of fixtures are also required in the bathrooms to meet current code requirements, which is the majority of the plumbing bid scope of work which is recommended to be re-bid.

Site work includes erosion control repairs needed at the perimeter and in-between the portables. The scope of work also includes interior improvements and minor renovations to increase efficiency in the use of space for multiple academic departments inclusive of the Career Technical Education and Continuing Education Programs.

After completion of the project, the District will relocate the Continuing Education program from the “S” portables into “U” portables in order to consolidate programs currently offered within the “U” Portables. The aged “S” portables will then be demolished from parking lot 6 and the areas may be redeveloped.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1315 for U Portables Certification Site Work at Santiago Canyon College was advertised on February 15, 2017 and February 22, 2017, and a Notice Calling for Bids was sent to one hundred twelve (112) contractors from the District’s qualified contractors list on February 15, 2017.

A mandatory job walk was conducted on February 20, 2017. Bids were opened on March 20, 2017 as noted on the attached bid results form. The District received seven (7) bids for the project. However, three bidders did not acknowledge all addenda and therefore, are deemed

non-responsive. Minako America Corporation dba Minco Construction (Gardena) submitted the lowest responsive bid in the amount of \$314,700. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. The bid is within the target budget and after review of the bids received, the District recommends approval of award of Bid #1315 to Minco Construction.

The anticipated construction start will be May 1, 2017, with an estimated construction duration of ninety (90) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board award Bid #1315 to Minco Construction (Gardena) for U Portables Certification Site Work at Santiago Canyon College as presented.

Fiscal Impact:	\$314,700	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Rm 112
Santa Ana, CA 92706-1640

BID RESULTS

BID #1315 Site Work Addendums Issued: 4	PROJECT: U Portables Certification at Santiago Canyon College	DUE DATE: March 20, 2017 At 2:00 P.M.
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BIDDER	TOTAL BASE BID AMOUNT
Minako America Corporation dba Minco Construction 522 East Airline Way Gardena, CA 90248	\$314,700
ABC Resources, Incorporated 1527 West State Street Ontario, CA 91762	\$399,500
JRH Construction Company, Incorporated 17795 Sky Park Circle, Suite J Irvine, CA 92614	\$492,278
Kana Subsurface Engineering 12620 Magnolia Avenue Riverside, CA 92503	\$555,000
GCI Construction, Incorporated 1031 Calle Recodo, Suite D San Clemente, CA 92673	Addendum 4 was not noted and therefore this bid is non-responsive.
ABNY General Engineering, Incorporated 200 North Minnesota Avenue, Unit 4 Glendora, CA 91741	Addendum 4 was not noted and therefore this bid is non-responsive.
United Engineering & Construction, Incorporated 336 North Central Avenue, Suite 10A Glendale, CA 91203	Addendum 4 was not noted and therefore this bid is non-responsive.

7 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 12, 2017
Re:	Award of Bid #1316 for U Portables Certification Electrical at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1316 for electrical work. The U Portable Certification project is a multi-prime construction delivery with four (4) bid packages that includes: site improvement work, electrical work, plumbing and interior work. The project is managed by construction manager, Cumming, Corporation who has been assisting the District with the bidding process for the project.

The "U" portables consist of 28 portables, west of Building "A" at the Santiago Canyon College campus. The "U" portables are currently not DSA certified as they were originally placed as interim housing for classes during the construction and build out of the Measure "E" capital improvement program. The portables have had an interim designation for multiple years and now DSA considers the portables permanent structures. As a result, DSA has requested multiple upgrades to bring the portables into compliance with current codes and certify the buildings. The upgrades include, fire alarm upgrades as well as accessibility upgrades. The project will address deficient access problems, non-complaint interior and exterior signage, and non-compliant accessibility door and hardware. Repairs and replacements of fixtures are also required in the bathrooms to meet current code requirements, which is the majority of the plumbing bid scope of work which is recommended to be re-bid.

Site work includes erosion control repairs needed at the perimeter and in-between the portables. The scope of work also includes interior improvements and minor renovations to increase efficiency in the use of space for multiple academic departments inclusive of the Career Technical Education and Continuing Education Programs.

After completion of the project, the District will relocate the Continuing Education program from the "S" portables into "U" portables in order to consolidate programs currently offered within the "U" Portables. The aged "S" portables will then be demolished from parking lot 6 and the areas may be redeveloped.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1316 for U Portables Certification Electrical at Santiago Canyon College was advertised on February 15, 2017 and February 22, 2017, and a Notice Calling for Bids was sent to sixty-nine (69) contractors from the District's qualified contractors list on February 15, 2017.

A mandatory job walk was conducted on February 20, 2017. Bids were opened on March 20, 2017. The District received two (2) bids for the project as noted on the attached bid results form. GA Technical Services, Inc. (Upland) submitted the lowest responsive bid in the amount of \$88,500. On March 22, 2017, GA Technical Services, Inc., requested to be released from its bid

due to a bidding clerical error. After GA Technical Services, Inc., provided additional bid estimate documentation to District staff to clarify the error, District staff acknowledged that per the requirements of Public Contract Code section 5100 et seq.: (1) a mistake was made in GA Technical Services, Inc.'s bid for the Project; (2) proper and timely notice was given to the District of the mistake; and (3) the mistake made GA Technical Services, Inc.'s bid materially different than intended. Minako America Corporation dba Minco Construction (Gardena) submitted the second lowest responsive bid in the amount of \$259,100. District staff requested legal review of the bids and the process. Legal counsel, Kimble Cook, (Orbach Huff Suarez & Henderson) has reviewed the bids, letters and information received including, the request by GA Technical Services, Inc. to withdraw its bid, and concurs with the District's recommendation of awarding Bid #1316 to Minco Construction.

District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. The bid is within the target budget and after review of the bids received, the District recommends approval of award of Bid #1316 to Minco Construction.

The anticipated construction start will be May 1, 2017, with an estimated construction duration of ninety (90) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board award Bid #1316 to Minako America Corporation dba Minco Construction (Gardena) for U Portables Certification Electrical at Santiago Canyon College as presented.

Fiscal Impact:	\$259,100	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO
Community College District

Facility Planning, District Construction and Support Services

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1316 Electrical
Addendums Issued: 4

PROJECT: U Portables Certification at
Santiago Canyon College

DUE DATE: March 20, 2017
At 2:00 P.M.

BIDDER

TOTAL BASE BID AMOUNT

GA Technical Services, Incorporated **(Written Withdrawal on 3/22/17)**
1244 West 9th Street
Upland, CA 91786

\$88,500

Minako America Corporation dba Minco Construction
522 East Airline Way
Gardena, CA 90248

\$259,100

2 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 12, 2017
Re:	Rejection of Bid #1317 for U Portables Certification Plumbing at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the rejection of Bid #1317 for plumbing work. Due to low bidder turnout, the District recommends rejection of bids. The U Portable Certification project is a multi-prime construction delivery with four (4) bid packages that includes: site improvement work, electrical, plumbing and interior work. The rejection of this bid for plumbing work has no impact to the project schedule and other concurrent bids, including any bid award recommendations on same meeting agenda related to the project. The project is managed by construction manager, Cumming, Corporation who has been assisting the District with the bidding process for the project.

The “U” portables consist of 28 portables, west of Building “A” at the Santiago Canyon College campus. The “U” portables are currently not DSA certified as they were originally placed as interim housing for classes during the construction and build out of the Measure “E” capital improvement program. The portables have had an interim designation for multiple years and now DSA considers the portables permanent structures. As a result, DSA has requested multiple upgrades to bring the portables into compliance with current codes and certify the buildings. The upgrades include, fire alarm upgrades as well as accessibility upgrades. The project will address deficient access problems, non-complaint interior and exterior signage, and non-compliant accessibility door and hardware. Repairs and replacements of fixtures are also required in the bathrooms to meet current code requirements, which is the majority of the plumbing bid scope of work and it can be re-bid.

Site work includes erosion control repairs needed at the perimeter and in-between the portables. The scope of work also includes interior improvements and minor renovations to increase efficiency in the use of space for multiple academic departments inclusive of the Career Technical Education and Continuing Education Programs.

After completion of the project, the District will relocate the Continuing Education program from the “S” portables into “U” portables in order to consolidate programs currently offered within the “U” Portables. The aged “S” portables will then be demolished from parking lot 6 and the areas may be redeveloped.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1317 for U Portables Certification Plumbing at Santiago Canyon College was advertised on February 15, 2017 and February 22, 2017, and a Notice Calling for Bids was sent to forty (40) contractors from the District’s qualified contractors list on February 15, 2017.

A mandatory job walk was conducted on February 20, 2017. Bids were opened on March 20, 2017. The District received one (1) bid for the project as noted on the attached bid results form. The District recommends rejecting all bids. The bid is out of the target budget range and has a low bidder turnout. Staff is currently re-evaluating the scope of work, the budget, and construction schedule and does not recommend awarding the bid at this time. The rejection of bid has no impact to the project schedule and other concurrent bids related to the project. Per Board Policy 6603 and Administrative Regulation 6603, regarding Informal Bidding Procedures, the Vice Chancellor of Business Operations/Fiscal Services has rejected all bids, under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board reject Bid #1317 for U Portables Certification Plumbing at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO

Community College District

Facility Planning, District Construction and Support Services

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1317 Plumbing
Addendums Issued: 4

PROJECT: U Portables Certification at
Santiago Canyon College

DUE DATE: March 20, 2017
At 2:00 P.M.

BIDDER

Verne's Plumbing, Incorporated
8561 Whitaker Street
Buena Park, CA 90621

TOTAL BASE BID AMOUNT

\$269,000

1 TOTAL BIDDER

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 12, 2017
Re:	Award of Bid #1318 for U Portables Certification Interior Work at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1318 for interior work. The U Portable Certification project is a multi-prime construction delivery with four (4) bid packages that includes: site improvement work, electrical work, plumbing and interior work. The project is managed by construction manager, Cumming, Corporation who has been assisting the District with the bidding process for the project.

The “U” portables consist of 28 portables, west of Building “A” at the Santiago Canyon College campus. The “U” portables are currently not DSA certified as they were originally placed as interim housing for classes during the construction and build out of the Measure “E” capital improvement program. The portables have had an interim designation for multiple years and now DSA considers the portables permanent structures. As a result, DSA has requested multiple upgrades to bring the portables into compliance with current codes and certify the buildings. The upgrades include, fire alarm upgrades as well as accessibility upgrades. The project will address deficient access problems, non-complaint interior and exterior signage, and non-compliant accessibility door and hardware. Repairs and replacements of fixtures are also required in the bathrooms to meet current code requirements, which is the majority of the plumbing bid scope of work which is recommended to be re-bid.

Site work includes erosion control repairs needed at the perimeter and in-between the portables. The scope of work also includes interior improvements and minor renovations to increase efficiency in the use of space for multiple academic departments inclusive of the Career Technical Education and Continuing Education Programs.

After completion of the project, the District will relocate the Continuing Education program from the “S” portables into “U” portables in order to consolidate programs currently offered within the “U” Portables. The aged “S” portables will then be demolished from parking lot 6 and the areas may be redeveloped.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1318 for U Portables Certification Interior Work at Santiago Canyon College was advertised on February 15, 2017 and February 22, 2017, and a Notice Calling for Bids was sent to one hundred seventy (170) contractors from the District’s qualified contractors list on February 15, 2017.

A mandatory job walk was conducted on February 20, 2017. Bids were opened on March 20, 2017. The District received four (4) bids for the project as noted on the attached bid results form. Minako America Corporation dba Minco Construction (Gardena) submitted the lowest responsive bid in the amount of \$207,700. District staff conducted a due diligence review to

ensure compliance with license and bid bond requirements. The bid is within the target budget and after review of the bids received, the District recommends approval of award of Bid #1318 to Minco Construction.

The anticipated construction start will be May 1, 2017, with an estimated construction duration of ninety (90) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board award Bid #1318 to Minco Construction (Gardena) for U Portables Certification Interior Work at Santiago Canyon College as presented.

Fiscal Impact:	\$207,700	Board Date: April 12, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO

Community College District

Facility Planning, District Construction and Support Services

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1318 Interior Work Addendums Issued: 4	PROJECT: U Portables Certifications at Santiago Canyon College	DUE DATE: March 20, 2017 At 2:00 P.M.
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BIDDER	TOTAL BASE BID AMOUNT
Minako America Corporation dba Minco Construction 522 East Airline Way Gardena, CA 90248	\$207,700
Golden Gate Steel, Incorporated dba Golden Gate Construction 6481 Orangethorpe Avenue, Suite 26 Buena Park, CA 90620	\$241,221
JRH Construction Company, Incorporated 17795 Sky Park Circle, Suite J Irvine, CA 92614	\$341,733
Patriot Contracting & Engineering 22601 La Palma Avenue #100 Yorba Linda, CA 92887	Addendum 4 was not noted, and therefore this bid is non-responsive.

4 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: April 12, 2017
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Basic Skills Initiative (SAC) – <i>Adjustment</i> Recalculation apportionment (R1) adjustment for the Basic Skills Initiative fiscal year 2015/16 funding from the California Community Colleges Chancellor’s Office to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, and research directly related to the enhancement of basic skills in educational programs. (16/17). <i>No match required.</i> SAC – Advance Apportionment \$550,382 SAC – P1 Apportionment (March) \$545,397 SAC – P1 Apportionment (April) \$536,603 SAC – P2 Apportionment (June) \$504,356 SAC – R1 Apportionment (Feb.) \$502,828 <i>Decreased by \$1,528</i>	02/13/2017	-\$1,528
2.	Basic Skills Initiative (SCC) – <i>Augmentation</i> Recalculation apportionment (R1) augmentation for the Basic Skills Initiative fiscal year 2015/16 funding from the California Community Colleges Chancellor’s Office to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, and research directly related to the enhancement of basic skills in educational programs. (16/17). <i>No match required.</i> SCC – Advance Apportionment \$177,839 SCC – P1 Apportionment (March) \$176,126 SCC – P1 Apportionment (April) \$173,286 SCC – P2 Apportionment (June) \$198,422 SCC – R1 Apportionment (Feb.) \$200,560 <i>Increase by \$2,138</i>	02/13/2017	\$2,138
3.	California Early Childhood Mentor Program (SAC/SCC) Sub-award from Chabot-Las Positas Community College District to support the ongoing development of regional mentoring programs for prospective teachers and facilitation of the program components at both colleges. (16/17). <i>No match required.</i>	08/01/2016	\$1,150

Fiscal Impact: \$130,600.00	Board Date: April 12, 2017
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant III (District) RSCCD's Child Development Services is a sub-awardee of a California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) block grant from the California Department of Education to support program quality improvement activities and Professional Learning Communities (PLCs) trainings and meetings for early childhood teachers and program staff. (16/17). <i>No match required.</i>	03/15/2017	\$128,840

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$130,600.00	Board Date: April 12, 2017
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Carlos Lopez

CONTRACT INCOME:

PRJ. DIR. Mary Huebsch

FY 15/16 Adv. Apportionment \$220,153

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,994)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$3,518)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) (\$12,899)

PRIME AWARD #: N/A

FY 16/17 Carryover \$201,742

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) (\$611)

FY 16/17 Total: \$201,131

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2036_00000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		28,079		28,079		0
12_2036_649000_15350_1483	Beyond Contr - Reassigned Time : Transfer Cen	3,400		3,400		0	
12_2036_649000_15350_3115	STRS - Non-Instructional : Transfer Center	428		428		0	
12_2036_649000_15350_3325	Medicare - Non-Instructional : Transfer Cente	49		49		0	
12_2036_649000_15350_3435	H & W - Retiree Fund Non-Inst : Transfer Cent	34		34		0	
12_2036_649000_15350_3515	SUI - Non-Instructional : Transfer Center	2		2		0	
12_2036_649000_15350_3615	WCI - Non-Instructional : Transfer Center	82		82		0	
12_2036_150100_15380_1313	Beyond Contract-Instructors : Fresh Exp/Learn	6,500		6,500		0	
12_2036_150100_15380_3111	STRS - Instructional : Fresh Exp/Learning Com	818		818		0	
12_2036_150100_15380_3321	Medicare - Instructional : Fresh Exp/Learning	94		94		0	
12_2036_150100_15380_3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	65		65		0	
12_2036_150100_15380_3511	SUI - Instructional : Fresh Exp/Learning Comm	3		3		0	
12_2036_150100_15380_3611	WCI - Instructional : Fresh Exp/Learning Comm	156		156		0	
12_2036_150600_15380_1313	Beyond Contract-Instructors : Fresh Exp/Learn	900		900		0	
12_2036_150600_15380_3111	STRS - Instructional : Fresh Exp/Learning Com	113		113		0	
12_2036_150600_15380_3321	Medicare - Instructional : Fresh Exp/Learning	13		13		0	
12_2036_150600_15380_3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	9		9		0	
12_2036_150600_15380_3511	SUI - Instructional : Fresh Exp/Learning Comm	1		1		0	
12_2036_150600_15380_3611	WCI - Instructional : Fresh Exp/Learning Comm	22		22		0	
12_2036_170100_15380_1313	Beyond Contract-Instructors : Fresh Exp/Learn	2,500		2,500		0	
12_2036_170100_15380_3111	STRS - Instructional : Fresh Exp/Learning Com	315		315		0	
12_2036_170100_15380_3321	Medicare - Instructional : Fresh Exp/Learning	36		36		0	

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Carlos Lopez

CONTRACT INCOME:

PRJ. DIR. Mary Huebsch

FY 15/16 Adv. Apportionment \$220,153

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,994)

PRIME SPONSOR: California Community Colleges Chancellor's Office

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FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) (\$12,899)

PRIME AWARD #: N/A

FY 16/17 Carryover \$201,742

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) (\$611)

FY 16/17 Total: \$201,131

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2036_170100_15380_3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	25		25		0	
12_2036_170100_15380_3511	SUI - Instructional : Fresh Exp/Learning Comm	1		1		0	
12_2036_170100_15380_3611	WCI - Instructional : Fresh Exp/Learning Comm	60		60		0	
12_2036_220500_15380_1313	Beyond Contract-Instructors : Fresh Exp/Learn	2,000		2,000		0	
12_2036_220500_15380_3111	STRS - Instructional : Fresh Exp/Learning Com	252		252		0	
12_2036_220500_15380_3321	Medicare - Instructional : Fresh Exp/Learning	29		29		0	
12_2036_220500_15380_3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	20		20		0	
12_2036_220500_15380_3511	SUI - Instructional : Fresh Exp/Learning Comm	1		1		0	
12_2036_220500_15380_3611	WCI - Instructional : Fresh Exp/Learning Comm	48		48		0	
12_2036_493010_15380_1310	Part-Time Instructors : Fresh Exp/Learning Co	0		2,489		2,489	
12_2036_493010_15380_1313	Beyond Contract-Instructors : Fresh Exp/Learn	8,600		6,111			2,489
12_2036_493010_15380_3111	STRS - Instructional : Fresh Exp/Learning Com	1,082		1,052			30
12_2036_493010_15380_3211	PERS - Instructional : Fresh Exp/Learning Com	0		20		20	
12_2036_493010_15380_3311	OASDHI - Instructional : Fresh Exp/Learning C	0		10		10	
12_2036_493010_15380_3321	Medicare - Instructional : Fresh Exp/Learning	125		125		0	
12_2036_493010_15380_3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	86		86		0	
12_2036_493010_15380_3511	SUI - Instructional : Fresh Exp/Learning Comm	4		4		0	
12_2036_493010_15380_3611	WCI - Instructional : Fresh Exp/Learning Comm	206		206		0	
	Total 2036 - BSI 16-Advisement/Counseling	28,079	28,079	28,079	28,079	2,519	2,519
12_2038_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		150,817		150,817		0
12_2038_499900_15051_5999	Special Project Holding Acct : Academic Affai	102		102		0	
12_2038_601000_15051_4610	Non-Instructional Supplies : Academic Affairs	500		500		0	

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Carlos Lopez

CONTRACT INCOME:

PRJ. DIR. Mary Huebsch

FY 15/16 Adv. Apportionment \$220,153

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,994)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$3,518)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) (\$12,899)

PRIME AWARD #: N/A

FY 16/17 Carryover \$201,742

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) (\$611)

FY 16/17 Total: \$201,131

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2038_619000_15051_1453	Beyond Contract - Coordinators : Academic Aff	8,000		8,000		0	
12_2038_619000_15051_3115	STRS - Non-Instructional : Academic Affairs O	1,006		1,006		0	
12_2038_619000_15051_3325	Medicare - Non-Instructional : Academic Affai	116		116		0	
12_2038_619000_15051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	80		80		0	
12_2038_619000_15051_3515	SUI - Non-Instructional : Academic Affairs Of	4		4		0	
12_2038_619000_15051_3615	WCI - Non-Instructional : Academic Affairs Of	192		192		0	
12_2038_679000_15051_1250	Contract Coordinator : Academic Affairs Offic	39,485		39,485		0	
12_2038_679000_15051_3115	STRS - Non-Instructional : Academic Affairs O	4,967		4,967		0	
12_2038_679000_15051_3325	Medicare - Non-Instructional : Academic Affai	579		579		0	
12_2038_679000_15051_3415	H & W - Non-Instructional : Academic Affairs	8,320		8,320		0	
12_2038_679000_15051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	399		399		0	
12_2038_679000_15051_3515	SUI - Non-Instructional : Academic Affairs Of	20		20		0	
12_2038_679000_15051_3615	WCI - Non-Instructional : Academic Affairs Of	898		898		0	
12_2038_679000_15051_3915	Other Benefits - Non-Instruct : Academic Affa	438		438		0	
12_2038_619000_15380_1280	Contract - Reassigned Time : Fresh Exp/Learn	8,586		8,586		0	
12_2038_619000_15380_1483	Beyond Contr - Reassigned Time : Fresh Exp/Le	2,644		2,644		0	
12_2038_619000_15380_3115	STRS - Non-Instructional : Fresh Exp/Learning	1,413		1,413		0	
12_2038_619000_15380_3325	Medicare - Non-Instructional : Fresh Exp/Lear	164		164		0	
12_2038_619000_15380_3415	H & W - Non-Instructional : Fresh Exp/Learnin	2,367		2,367		0	
12_2038_619000_15380_3435	H & W - Retiree Fund Non-Inst : Fresh Exp/Lea	113		113		0	
12_2038_619000_15380_3515	SUI - Non-Instructional : Fresh Exp/Learning	5		5		0	
12_2038_619000_15380_3615	WCI - Non-Instructional : Fresh Exp/Learning	259		259		0	

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Carlos Lopez

CONTRACT INCOME:

PRJ. DIR. Mary Huebsch

FY 15/16 Adv. Apportionment \$220,153

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) **(\$1,994)**

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) **(\$3,518)**

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) **(\$12,899)**

PRIME AWARD #: N/A

FY 16/17 Carryover \$201,742

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) **(\$611)**

FY 16/17 Total: \$201,131

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2038_619000_15380_3915	Other Benefits - Non-Instruct : Fresh Exp/Lea	125		125		0	
12_2038_619000_16201_1280	Contract - Reassigned Time : Mathematics	49,340		49,340		0	
12_2038_619000_16201_3115	STRS - Non-Instructional : Mathematics	6,207		6,207		0	
12_2038_619000_16201_3325	Medicare - Non-Instructional : Mathematics	724		724		0	
12_2038_619000_16201_3415	H & W - Non-Instructional : Mathematics	11,533		11,533		0	
12_2038_619000_16201_3435	H & W - Retiree Fund Non-Inst : Mathematics	499		499		0	
12_2038_619000_16201_3515	SUI - Non-Instructional : Mathematics	25		25		0	
12_2038_619000_16201_3615	WCI - Non-Instructional : Mathematics	1,123		1,123		0	
12_2038_619000_16201_3915	Other Benefits - Non-Instruct : Mathematics	584		584		0	
	Total 2038 - BSI 16-Coordination/Research	150,817	150,817	150,817	150,817	0	0
12_2039_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		22,846		22,235	611	
12_2039_499900_15051_5999	Special Project Holding Acct : Academic Affai	7,846		7,235			611
12_2039_675000_15051_5210	Conference Expenses : Academic Affairs Office	15,000		15,000		0	
	Total 2039 - BSI 16-Staff Development	22,846	22,846	22,235	22,235	611	611
	Total - Basic Skills Initiative-15/16 (SAC)	201,742	201,742	201,131	201,131	3,130	3,130

5.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (NON-CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

Adv. Apportionment \$330,229

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) **(\$2,991)**

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) **(\$5,276)**

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) **(\$19,348)**

PRIME AWARD #: N/A

FY 16/17 Carryover \$302,614

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) **(\$917)**

FY 16/17 Total: \$301,697

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2034_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		33,397		39,282		5,885
12_2034_602000_18130_1480	Part-Time Reassigned Time : Elementary & Seco	0		3,782		3,782	
12_2034_602000_18130_1485	Int/Sum - Reassigned Time, PT : Elementary &	0		2,339		2,339	
12_2034_602000_18130_3325	Medicare - Non-Instructional : Elementary & S	0		89		89	
12_2034_602000_18130_3335	PARS - Non-Instructional : Elementary & Secon	0		80		80	
12_2034_602000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	0		61		61	
12_2034_602000_18130_3515	SUI - Non-Instructional : Elementary & Second	0		3		3	
12_2034_602000_18130_3615	WCI - Non-Instructional : Elementary & Second	0		137		137	
12_2034_619000_18130_1483	Beyond Contr - Reassigned Time : Elementary &	2,683		8,256		5,573	
12_2034_619000_18130_3115	STRS - Non-Instructional : Elementary & Secon	338		1,039		701	
12_2034_619000_18130_3325	Medicare - Non-Instructional : Elementary & S	39		118		79	
12_2034_619000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	27		83		56	
12_2034_619000_18130_3515	SUI - Non-Instructional : Elementary & Second	1		4		3	
12_2034_619000_18130_3615	WCI - Non-Instructional : Elementary & Second	60		186		126	
12_2034_493062_18200_4210	Books, Mags & Subscrip-Non-Lib : SAC Continui	4,000		4,000		0	
12_2034_493062_18200_6410	Equip-All Other >\$1,000<\$5,000 : SAC Continui	2,800		2,800		0	
12_2034_493062_18200_6421	Equip-Tablet/Laptop>\$200<\$1000 : SAC Continui	10,500		10,500		0	
12_2034_493087_18200_4310	Instructional Supplies : SAC Continuing Ed-In	5,805		5,805		0	
12_2034_499900_18200_5999	Special Project Holding Acct : SAC Continuing	7,144		0			7,144
	Total 2034 - BSI 16-Prog/Curr Plan & Dev	33,397	33,397	39,282	39,282	13,029	13,029
12_2035_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		4,224		0	4,224	
12_2035_499900_18200_5999	Special Project Holding Acct : SAC Continuing	4,224		0			4,224

5.1 (7)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (NON-CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

Adv. Apportionment \$330,229

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$2,991)

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FY 15/16 P1 Adjustment (4/16) (\$5,276)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) (\$19,348)

PRIME AWARD #: N/A

FY 16/17 Carryover \$302,614

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) (\$917)

FY 16/17 Total: \$301,697

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
	Total 2035 - BSI 16-Student Assessment	4,224	4,224	0	0	4,224	4,224
12_2036_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		66,434		59,017	7,417	
12_2036_631000_18100_1430	Part-Time Counselors : Continuing Education D	25,000		25,000			0
12_2036_631000_18100_1435	Int/Sum - Counselors,Part-Time : Continuing E	10,000		10,000			0
12_2036_631000_18100_1483	Beyond Contr - Reassigned Time : Continuing E	6,000		6,000			0
12_2036_631000_18100_3115	STRS - Non-Instructional : Continuing Educati	5,158		5,158			0
12_2036_631000_18100_3325	Medicare - Non-Instructional : Continuing Edu	595		595			0
12_2036_631000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	410		410			0
12_2036_631000_18100_3515	SUI - Non-Instructional : Continuing Educatio	21		21			0
12_2036_631000_18100_3615	WCI - Non-Instructional : Continuing Educatio	923		923			0
12_2036_499900_18200_5999	Special Project Holding Acct : SAC Continuing	18,327		10,910			7,417
	Total 2036 - BSI 16-Advisement/Counseling	66,434	66,434	59,017	59,017	7,417	7,417
12_2037_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		62,000		67,756		5,756
12_2037_619000_18100_1450	Part-Time Coordinators : Continuing Education	31,000		31,000		0	
12_2037_619000_18100_1455	Int/Sum - Coordinators, PT : Continuing Educa	6,400		6,400		0	
12_2037_619000_18100_2340	Student Assistants - Hourly : Continuing Educ	15,000		22,239		7,239	
12_2037_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	4,705		4,705		0	
12_2037_619000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	930		930		0	
12_2037_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	760		760		0	
12_2037_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	524		524		0	
12_2037_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	19		19		0	
12_2037_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,179		1,179		0	

5.1 (8)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (NON-CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

Adv. Apportionment \$330,229

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) **(\$2,991)**

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) **(\$5,276)**

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) **(\$19,348)**

PRIME AWARD #: N/A

FY 16/17 Carryover \$302,614

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) **(\$917)**

FY 16/17 Total: \$301,697

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2037_499900_18200_5999	Special Project Holding Acct : SAC Continuing	1,483		0			1,483
	Total 2037 - BSI 16-Suppl Instr & Tutoring	62,000	62,000	67,756	67,756	7,239	7,239
12_2038_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		115,095		114,178	917	
12_2038_619000_18110_1250	Contract Coordinator : English as a Second La	56,407		56,407		0	
12_2038_619000_18110_1252	Contract Extension-Coordinator : English as a	22,563		22,563		0	
12_2038_619000_18110_3115	STRS - Non-Instructional : English as a Secon	9,934		9,934		0	
12_2038_619000_18110_3325	Medicare - Non-Instructional : English as a S	1,154		1,154		0	
12_2038_619000_18110_3415	H & W - Non-Instructional : English as a Seco	11,598		11,598		0	
12_2038_619000_18110_3435	H & W - Retiree Fund Non-Inst : English as a	796		796		0	
12_2038_619000_18110_3515	SUI - Non-Instructional : English as a Second	40		40		0	
12_2038_619000_18110_3615	WCI - Non-Instructional : English as a Second	1,791		1,791		0	
12_2038_619000_18110_3915	Other Benefits - Non-Instruct : English as a	625		813		188	
12_2038_499900_18200_5999	Special Project Holding Acct : SAC Continuing	10,187		9,082			1,105
	Total 2038 - BSI 16-Coordination/Research	115,095	115,095	114,178	114,178	1,105	1,105
12_2039_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		21,464		21,464		0
12_2039_675000_18100_1480	Part-Time Reassigned Time : Continuing Educat	12,000		12,000		0	
12_2039_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	1,510		1,510		0	
12_2039_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	174		174		0	
12_2039_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	0		22		22	
12_2039_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	120		120		0	
12_2039_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	6		6		0	
12_2039_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	270		270		0	

Revised Budget (R1)

Prepared by: Maria Gil

Board Approval Date: April 12, 2017

Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTA ANA COLLEGE (NON-CREDIT)
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

Adv. Apportionment \$330,229

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) **(\$2,991)**

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) **(\$5,276)**

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Adjustment (6/16) **(\$19,348)**

PRIME AWARD #: N/A

FY 16/17 Carryover \$302,614

CFDA #: N/A

FY 15/16 R1 Adjustment (3/17) **(\$917)**

FY 16/17 Total: \$301,697

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2039_675000_18100_5210	Conference Expenses : Continuing Education Di	6,000		6,000		0	
12_2039_499900_18200_5999	Special Project Holding Acct : SAC Continuing	1,384		1,362			22
	Total 2039 - BSI 16-Staff Development	21,464	21,464	21,464	21,464	22	22
	Total - Basic Skills Initiative-15/16 (CEC)	302,614	302,614	301,697	301,697	33,036	33,036

5.1 (10)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN.Marilyn Flores

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 15/16 Adv. Apportionment \$177,839

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,713)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$2,840)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Augmentation (6/16) \$25,136

PRIME AWARD #: N/A

FY 16/17 Carryover: \$198,422

CFDA #: N/A

FY 15/16 R1 Augmentation (3/17) \$2,138

FY 16/17 Total: \$200,560

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2034_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		88,343		88,343		0
12_2034_499900_25051_5999	Special Project Holding Acct : Academic Affai	45,989		18,302			27,687
12_2034_601000_25051_2320	Classified Employees - Hourly : Academic Affa	1,582		1,582		0	
12_2034_601000_25051_3325	Medicare - Non-Instructional : Academic Affai	23		23		0	
12_2034_601000_25051_3335	PARS - Non-Instructional : Academic Affairs O	21		21		0	
12_2034_601000_25051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	16		16		0	
12_2034_601000_25051_3515	SUI - Non-Instructional : Academic Affairs Of	1		1		0	
12_2034_601000_25051_3615	WCI - Non-Instructional : Academic Affairs Of	36		36		0	
12_2034_602000_25051_6410	Equip-All Other >\$1,000<\$5,000 : Academic Aff	4,797		4,797		0	
12_2034_602000_25150_1484	Int/Sum Beynd Contr-Reassigned : Math	2,376		2,376		0	
12_2034_602000_25150_3115	STRS - Non-Instructional : Math	299		299		0	
12_2034_602000_25150_3325	Medicare - Non-Instructional : Math	35		35		0	
12_2034_602000_25150_3435	H & W - Retiree Fund Non-Inst : Math	24		24		0	
12_2034_602000_25150_3515	SUI - Non-Instructional : Math	2		2		0	
12_2034_602000_25150_3615	WCI - Non-Instructional : Math	54		54		0	
12_2034_619000_25150_1280	Contract - Reassigned Time : Math	8,986		17,172		8,186	
12_2034_619000_25150_1483	Beyond Contr - Reassigned Time : Math	6,799		17,248		10,449	
12_2034_619000_25150_1484	Int/Sum Beynd Contr-Reassigned : Math	2,376		2,376		0	
12_2034_619000_25150_3115	STRS - Non-Instructional : Math	2,298		4,629		2,331	
12_2034_619000_25150_3325	Medicare - Non-Instructional : Math	321		538		217	
12_2034_619000_25150_3415	H & W - Non-Instructional : Math	1,310		37			1,273
12_2034_619000_25150_3435	H & W - Retiree Fund Non-Inst : Math	172		370		198	

5.1 (11)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Marilyn Flores

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 15/16 Adv. Apportionment \$177,839

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,713)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$2,840)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Augmentation (6/16) \$25,136

PRIME AWARD #: N/A

FY 16/17 Carryover: \$198,422

CFDA #: N/A

FY 15/16 R1 Augmentation (3/17) \$2,138

FY 16/17 Total: \$200,560

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2034_619000_25150_3515	SUI - Non-Instructional : Math	10		19		9	
12_2034_619000_25150_3615	WCI - Non-Instructional : Math	410		834		424	
12_2034_619000_25150_3915	Other Benefits - Non-Instruct : Math	21		250		229	
12_2034_602000_25310_1280	Contract - Reassigned Time : American College	2,000		2,000		0	
12_2034_602000_25310_1483	Beyond Contr - Reassigned Time : American Col	4,347		4,347		0	
12_2034_602000_25310_3115	STRS - Non-Instructional : American College E	799		799		0	
12_2034_602000_25310_3325	Medicare - Non-Instructional : American Colle	93		93		0	
12_2034_602000_25310_3415	H & W - Non-Instructional : American College	479		479		0	
12_2034_602000_25310_3435	H & W - Retiree Fund Non-Inst : American Coll	64		64		0	
12_2034_602000_25310_3515	SUI - Non-Instructional : American College En	4		4		0	
12_2034_602000_25310_3615	WCI - Non-Instructional : American College En	144		144		0	
12_2034_602000_25310_3915	Other Benefits - Non-Instruct : American Coll	25		25		0	
12_2034_619000_25315_1483	Beyond Contr - Reassigned Time : English	0		6,245		6,245	
12_2034_619000_25315_1484	Int/Sum Beynd Contr-Reassigned : English	1,852		1,852		0	
12_2034_619000_25315_3115	STRS - Non-Instructional : English	0		553		553	
12_2034_619000_25315_3325	Medicare - Non-Instructional : English	27		64		37	
12_2034_619000_25315_3435	H & W - Retiree Fund Non-Inst : English	19		44		25	
12_2034_619000_25315_3515	SUI - Non-Instructional : English	234		234		0	
12_2034_619000_25315_3615	WCI - Non-Instructional : English	42		99		57	
12_2034_619000_25315_4610	Non-Instructional Supplies : English	256		256		0	
	Total 2034 - BSI 16-Prog/Curr Plan & Dev	88,343	88,343	88,343	88,343	28,960	28,960
12_2035_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		1,000		1,000		0

5.1 (12)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Marilyn Flores

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 15/16 Adv. Apportionment \$177,839

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,713)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$2,840)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Augmentation (6/16) \$25,136

PRIME AWARD #: N/A

FY 16/17 Carryover: \$198,422

CFDA #: N/A

FY 15/16 R1 Augmentation (3/17) \$2,138

FY 16/17 Total: \$200,560

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2035_499900_25051_5999	Special Project Holding Acct : Academic Affai	1,000		1,000		0	
	Total 2035 - BSI 16-Student Assessment	1,000	1,000	1,000	1,000	0	0
12_2037_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		97,375		97,375		0
12_2037_499900_25051_5100	Contracted Services : Academic Affairs Office	3,162		3,162		0	
12_2037_499900_25051_5999	Special Project Holding Acct : Academic Affai	88,494		15,941			72,553
12_2037_619000_25051_1484	Int/Sum Beynd Contr-Reassigned : Academic Aff	2,564		4,752		2,188	
12_2037_619000_25051_3115	STRS - Non-Instructional : Academic Affairs O	323		598		275	
12_2037_619000_25051_3325	Medicare - Non-Instructional : Academic Affai	37		69		32	
12_2037_619000_25051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	26		48		22	
12_2037_619000_25051_3515	SUI - Non-Instructional : Academic Affairs Of	1		3		2	
12_2037_619000_25051_3615	WCI - Non-Instructional : Academic Affairs Of	58		107		49	
12_2037_611000_25140_2310	Classified Employees - Ongoing : Tutoring Cen	0		19,389		19,389	
12_2037_611000_25140_3215	PERS - Non-Instructional : Tutoring Center	0		1,346		1,346	
12_2037_611000_25140_3315	OASDHI - Non-Instructional : Tutoring Center	0		601		601	
12_2037_611000_25140_3325	Medicare - Non-Instructional : Tutoring Cente	0		281		281	
12_2037_611000_25140_3335	PARS - Non-Instructional : Tutoring Center	0		126		126	
12_2037_611000_25140_3435	H & W - Retiree Fund Non-Inst : Tutoring Cent	0		194		194	
12_2037_611000_25140_3515	SUI - Non-Instructional : Tutoring Center	0		10		10	
12_2037_611000_25140_3615	WCI - Non-Instructional : Tutoring Center	0		436		436	
12_2037_170100_25150_2420	Inst Assistant - Hourly : Math	1,022		1,022		0	
12_2037_170100_25150_3321	Medicare - Instructional : Math	16		16		0	
12_2037_170100_25150_3331	PARS - Instructional : Math	14		14		0	

5.1 (13)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN.Marilyn Flores

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 15/16 Adv. Apportionment \$177,839

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,713)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$2,840)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Augmentation (6/16) \$25,136

PRIME AWARD #: N/A

FY 16/17 Carryover: \$198,422

CFDA #: N/A

FY 15/16 R1 Augmentation (3/17) \$2,138

FY 16/17 Total: \$200,560

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2037_170100_25150_3431	H & W - Retiree Fund Inst : Math	12		12		0	
12_2037_170100_25150_3511	SUI - Instructional : Math	2		2		0	
12_2037_170100_25150_3611	WCI - Instructional : Math	24		24		0	
12_2037_619000_25150_1484	Int/Sum Beynd Contr-Reassigned : Math	792		792		0	
12_2037_619000_25150_3115	STRS - Non-Instructional : Math	100		100		0	
12_2037_619000_25150_3325	Medicare - Non-Instructional : Math	12		12		0	
12_2037_619000_25150_3435	H & W - Retiree Fund Non-Inst : Math	8		8		0	
12_2037_619000_25150_3515	SUI - Non-Instructional : Math	1		1		0	
12_2037_619000_25150_3615	WCI - Non-Instructional : Math	18		18		0	
12_2037_150100_25315_1310	Part-Time Instructors : English	0		2,055		2,055	
12_2037_150100_25315_1313	Beyond Contract-Instructors : English	0		13,623		13,623	
12_2037_150100_25315_3111	STRS - Instructional : English	0		1,843		1,843	
12_2037_150100_25315_3321	Medicare - Instructional : English	0		228		228	
12_2037_150100_25315_3331	PARS - Instructional : English	0		14		14	
12_2037_150100_25315_3431	H & W - Retiree Fund Inst : English	0		72		72	
12_2037_150100_25315_3511	SUI - Instructional : English	0		8		8	
12_2037_150100_25315_3611	WCI - Instructional : English	0		353		353	
12_2037_150100_25315_5940	Reproduction/Printing Expenses : English	600		600		0	
12_2037_619000_25315_2310	Classified Employees - Ongoing : English	0		16,328		16,328	
12_2037_619000_25315_3325	Medicare - Non-Instructional : English	0		237		237	
12_2037_619000_25315_3335	PARS - Non-Instructional : English	0		212		212	
12_2037_619000_25315_3435	H & W - Retiree Fund Non-Inst : English	0		163		163	

5.1 (14)

SPECIAL PROJECT DETAILED BUDGET #2034, #2035, #2036, #2037, #2038, and #2039
NAME: BASIC SKILLS INITIATIVE 15/16 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT PERIOD: 7/1/2015 - 6/30/2017

PRJ. ADMIN. Marilyn Flores

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 15/16 Adv. Apportionment \$177,839

Date: 3/27/2017

FY 15/16 P1 Adjustment (3/16) (\$1,713)

PRIME SPONSOR: California Community Colleges Chancellor's Office

FY 15/16 P1 Adjustment (4/16) (\$2,840)

FISCAL AGENT: Rancho Santiago CCD

FY 15/16 P2 Augmentation (6/16) \$25,136

PRIME AWARD #: N/A

FY 16/17 Carryover: \$198,422

CFDA #: N/A

FY 15/16 R1 Augmentation (3/17) \$2,138

FY 16/17 Total: \$200,560

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2037_619000_25315_3515	SUI - Non-Instructional : English	0		8		8	
12_2037_619000_25315_3615	WCI - Non-Instructional : English	0		367		367	
12_2037_619000_28130_1480	Part-Time Reassigned Time : Elementary & Seco	73		10,379		10,306	
12_2037_619000_28130_3115	STRS - Non-Instructional : Elementary & Secon	10		1,306		1,296	
12_2037_619000_28130_3325	Medicare - Non-Instructional : Elementary & S	2		151		149	
12_2037_619000_28130_3435	H & W - Retiree Fund Non-Inst : Elementary &	1		104		103	
12_2037_619000_28130_3515	SUI - Non-Instructional : Elementary & Second	1		6		5	
12_2037_619000_28130_3615	WCI - Non-Instructional : Elementary & Second	2		234		232	
	Total 2037 - BSI 16-Suppl Instr & Tutoring	97,375	97,375	97,375	97,375	72,553	72,553
12_2039_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		13,842		13,842		0
12_2039_499900_25051_5999	Special Project Holding Acct : Academic Affai	11,842		11,842		0	
12_2039_675000_25051_5210	Conference Expenses : Academic Affairs Office	2,000		2,000		0	
	Total 2039 - BSI 16-Staff Development	13,842	13,842	13,842	13,842	0	0
	Total - Basic Skills Initiative-15/16 (SCC)	200,560	200,560	200,560	200,560	101,513	101,513

5.1 (15)

SPECIAL PROJECT DETAILED BUDGET #1214

NAME: California Early Childhood Mentor Program (Santa Ana College/Santiago Canyon College)

FISCAL YEAR: 2016/2017

CONTRACT TERM: 8/1/2016 - 07/31/2017

PROJ ADM: Bart Hoffman/Von Lawson

CONTRACT AWARD: \$1,150

PROJ DIR: Susanne Valdez

CFDA #: 93.575

Date: 03/27/2017

**PRIME SPONSOR: Department of Health and Human Services Administration for Children and Families/
Child Care and Development Block Grant**

FISCAL AGENT: Chabot-Las Positas Community College District

PRIME AWARD #: CN160169

SUB AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
12-1214-000000-10000-8199	Other Federal Revenues : Santa Ana College		1,150
12-1214-619000-15717-1483	Beyond Contr - Reassigned Time : Human Development Program facilitation for California Early Childhood Mentor Program - Susie Valdez, \$853 stipend	853	
12-1214-619000-15717-3115	STRS - Non-Instructional : Human Development	107	
12-1214-619000-15717-3325	Medicare - Non-Instructional : Human Development	12	
12-1214-619000-15717-3435	H & W - Retiree Fund Non-Inst : Human Development	8	
12-1214-619000-15717-3515	SUI - Non-Instructional : Human Development	1	
12-1214-619000-15717-3615	WCI - Non-Instructional : Human Development	19	
12-1214-619000-15717-5940	Reproduction/Printing Expenses : Human Development	150	
	Total 1214 - CA ECMP FY 16/17	1,150	1,150

SPECIAL PROJECT DETAILED BUDGET # 2522

**NAME: Child Development Services – California State Preschool Program (CSPP)
Quality Rating and Improvement System (QRIS) Block Grant (District)
FISCAL YEAR 2016/2017**

CONTRACT PERIOD: 7/1/2016 - 6/30/2017

PROJ ADM: Enrique Perez

CONTRACT AMOUNT: \$128,840

PROJ DIR: Janneth Linnell

PRIME SPONSOR: California Department of Education

DATE: 3/27/2017

FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education

PRIME AWARD #: N/A

SUB-AWARD #: 44020

CFDA #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
33-2522-000000-50000-8699	Other Misc State Revenue : District Operations		128,840
33-2522-692000-53321-4210	Books, Mags & Subscrip-Non-Lib : CDC Administration	5,645	
33-2522-692000-53321-4310	Instructional Supplies : CDC Administration	20,000	
33-2522-692000-53321-4610	Non-Instructional Supplies : CDC Administration	6,500	
33-2522-692000-53321-5100	Contracted Services : CDC Administration	5,000	
33-2522-675000-53321-5210	Conference Expenses : CDC Administration	10,000	
33-2522-675000-53321-5230	District In-Service Activities : CDC Administration	10,000	
33-2522-692000-53323-1470	Part-Time Child Dev Teachers : CDC Centennial	5,000	
33-2522-692000-53323-2340	Student Assistants - Hourly : CDC Centennial Educat	5,000	
33-2522-692000-53323-2345	Professional Experts : CDC Centennial Education Ctr	6,500	
33-2522-692000-53323-3115	STRS - Non-Instructional : CDC Centennial Education	629	
33-2522-692000-53323-3325	Medicare - Non-Instructional : CDC Centennial Educa	167	
33-2522-692000-53323-3335	PARS - Non-Instructional : CDC Centennial Education	85	
33-2522-692000-53323-3435	H & W - Retiree Fund Non-Inst : CDC Centennial Educ	165	
33-2522-692000-53323-3515	SUI - Non-Instructional : CDC Centennial Education	6	
33-2522-692000-53323-3615	WCI - Non-Instructional : CDC Centennial Education	371	
33-2522-692000-53325-1470	Part-Time Child Dev Teachers : CDC Santa Ana Colleg	5,000	
33-2522-692000-53325-2340	Student Assistants - Hourly : CDC Santa Ana College	5,000	
33-2522-692000-53325-2345	Professional Experts : CDC Santa Ana College	6,500	
33-2522-692000-53325-3115	STRS - Non-Instructional : CDC Santa Ana College	629	
33-2522-692000-53325-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	167	
33-2522-692000-53325-3335	PARS - Non-Instructional : CDC Santa Ana College	85	
33-2522-692000-53325-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	165	
33-2522-692000-53325-3515	SUI - Non-Instructional : CDC Santa Ana College	6	
33-2522-692000-53325-3615	WCI - Non-Instructional : CDC Santa Ana College	371	
33-2522-692000-53326-1470	Part-Time Child Dev Teachers : CDC Santiago Canyon	5,000	
33-2522-692000-53326-2340	Student Assistants - Hourly : CDC Santiago Canyon C	5,000	
33-2522-692000-53326-2345	Professional Experts : CDC Santiago Canyon College	6,500	
33-2522-692000-53326-3115	STRS - Non-Instructional : CDC Santiago Canyon Coll	629	
33-2522-692000-53326-3325	Medicare - Non-Instructional : CDC Santiago Canyon	167	
33-2522-692000-53326-3335	PARS - Non-Instructional : CDC Santiago Canyon Coll	88	
33-2522-692000-53326-3435	H & W - Retiree Fund Non-Inst : CDC Santiago Canyon	165	
33-2522-692000-53326-3515	SUI - Non-Instructional : CDC Santiago Canyon Colle	6	
33-2522-692000-53326-3615	WCI - Non-Instructional : CDC Santiago Canyon Colle	371	
33-2522-692000-53327-1470	Part-Time Child Dev Teachers : CDC Santa Ana Colleg	5,000	
33-2522-692000-53327-2340	Student Assistants - Hourly : CDC Santa Ana College	5,000	
33-2522-692000-53327-2345	Professional Experts : CDC Santa Ana College - East	6,500	

SPECIAL PROJECT DETAILED BUDGET # 2522

**NAME: Child Development Services – California State Preschool Program (CSPP)
 Quality Rating and Improvement System (QRIS) Block Grant (District)
 FISCAL YEAR 2016/2017**

CONTRACT PERIOD: 7/1/2016 - 6/30/2017

PROJ ADM: Enrique Perez

CONTRACT AMOUNT: \$128,840

PROJ DIR: Janneth Linnell

PRIME SPONSOR: California Department of Education

DATE: 3/27/2017

FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education

PRIME AWARD #: N/A

SUB-AWARD #: 44020

CFDA #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
33-2522-692000-53327-3115	STRS - Non-Instructional : CDC Santa Ana College -	629	
33-2522-692000-53327-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	167	
33-2522-692000-53327-3335	PARS - Non-Instructional : CDC Santa Ana College -	85	
33-2522-692000-53327-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	165	
33-2522-692000-53327-3515	SUI - Non-Instructional : CDC Santa Ana College - E	6	
33-2522-692000-53327-3615	WCI - Non-Instructional : CDC Santa Ana College - E	371	
	Total 2522 - CSPP QRIS Block Grant III	128,840	128,840

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 12, 2017
Re: Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for the AB 104 Adult Education Block Grant – Data and Accountability	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District is the Fiscal Agent of the Adult Education Block Grant (AEBG) – Data and Accountability Funding Appropriation (Assembly Bill No. 104 Legislation Section 40, §84920) awarded by the California Community Colleges Chancellor’s Office. The appropriation amount in fiscal year 2015/16 is \$507,900. The term of this appropriation is from June 30, 2016 through December 31, 2017. One-time funding was awarded to the Rancho Santiago Adult Education Consortium that includes RSCCD, three school districts (Santa Ana, Orange, and Garden Grove), the Orange County Department of Education, and the Orange County Sheriff’s Department. As the Fiscal Agent, RSCCD will disburse funds to members of the Consortium and provide administrative oversight.

The Chancellor’s Office has apportioned Data and Accountability funding to the Rancho Santiago Adult Education Consortium for the purpose of better serving the educational and workforce needs of adults by identifying data and common assessments and policies regarding placement of adults seeking adult education programs and workforce services to be used by the Consortium to measure educational needs of adults and the effectiveness of providers in addressing those needs.

ANALYSIS

The enclosed sub-agreement (#DO-17-2222-01) with the Garden Grove Unified School District, a Consortium partner, is designed to implement Adult Education Block Grant – Data and Accountability activities within that district. The period of performance is April 13, 2017 through November 30, 2017, with a total cost not to exceed \$71,844.

The project administrator is Jose Vargas, Vice President of Continuing Education, and the project director is Christine Gascon, AEBG Director.

RECOMMENDATION

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$71,844.00 (grant-funded)	Board Date: April 12, 2017
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Garden Grove Unified School District**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of April 2017, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Garden Grove Unified School District (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received an apportionment funding entitled “Adult Education Block Grant - Data and Accountability,” Allocation No. 15-328-141 (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), for the purpose of better serving the educational and workforce needs of adults by identifying data and common assessments and policies regarding placement of adults seeking adult education programs and workforce services to be used by each Consortium to measure educational needs of adults and the effectiveness of providers in addressing those needs;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE the Parties agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will provide services as described in the attached Statement of Work (**Exhibit A**), related to the *Rancho Santiago Adult Education Consortium – Data and Accountability Plan*, which by this reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from April 13, 2017, through November 30, 2017.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$71,844.00 USD.

4. Payment

Disbursement of funds will begin upon RSCCD’s receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as long as

the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by this reference is incorporated into this Agreement. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized Project Budget by cost categories; and/or adding or deleting budget categories.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **December 11, 2017**, and the Project Director's certification of the final report. Invoice(s) should be submitted to the following address:

Christine Gascon, Director of Special Programs
Adult Education Block Grant
College and Workforce Preparation Center
Santiago Canyon College, Division of Continuing Education
1572 N. Main Street
Orange, CA 92867

7. Reporting

(a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR.

(b) Final Reports. SUBCONTRACTOR agrees to submit a final expenditure report and a final performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**). The final reports are due **December 11, 2017**.

Reports related to this Agreement should be submitted to Christine Gascon, Director, via email at Gascon_Christine@sccollege.edu.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant appropriation funds received and for any misappropriation or disallowment of Grant appropriation funds.

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. "Period of Performance". Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **November 30, 2017**.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder is rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (**Exhibit A**), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

14. Insurance

SUBCONTRACTOR shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, SUBCONTRACTOR shall deliver certificate(s) of insurance under SUBCONTRACTOR'S comprehensive general liability insurance policy on or before the date of execution of Agreement.

15. Workers' Compensation Insurance

SUBCONTRACTOR shall provide workers' compensation coverage for each of its employees. SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting to this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Christine Gascon, Director of Special Programs
Adult Education Block Grant
College and Workforce Preparation Center
Santiago Canyon College, Division of Continuing Education
1572 N. Main Street
Orange, CA 92867
(714) 628-5969; gascon_christine@sccollege.edu

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rscsd.edu

SUBCONTRACTOR: Garden Grove Unified School District
Attn: Rick Nakano
10331 Standard Avenue
Garden Grove, CA 92840
(714) 663-6000; rnakano@ggusd.us

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant appropriation agreement, the provisions of AB 104 Legislation Section 40, §84920, the Program Guidance (**Exhibit C**), and the Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

Sub-agreement between RSCCD and Garden Grove Unified School District

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Garden Grove
Unified School District

By: _____

By: _____

Name: Peter J. Hardash

Name: Rick Nakano

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: Assistant Superintendent
Business Services

Date: _____

Date: _____

Board Approval Date: April 12, 2017

95-2378800
Employer/Taxpayer Identification Number (EIN)

**Adult Education Block Grant
Data & Accountability
Rancho Santiago Adult Education Consortium
Partner Name: Garden Grove Unified School District**

Scope of Work

Summary:

Our focus is to make the data collection system through AERIES monitor the progress and needs of our program and the reporting requirements for the state. Information we input into AERIES can be uploaded to TOPSpro and CASAS to provide data for the varied categories required to be reported for WIOA and for AEBG. In order to make this a reality, AERIES needs to have program modifications/additions for effective data collection. AERIES is not able provide this revision with their IT department. The Garden Grove Unified School District IT department will be trained to accomplish these needs and implement the necessary program changes in AERIES.

Directions: Use this template to outline the major components of your proposed project, expected completion timelines, and expected outcomes.

Activities	Timeline	Performance Outcomes
GGUSD IT Programmers will be trained by AERIES IT.	4/13/2017 – 11/30/2017	GGUSD IT will be able to make program changes in AERIES.
Equipment will be purchased to implement AERIES changes.	4/13/2017 – 11/30/2017	Equipment will be set-up for AERIES changes for data.
AERIES support will be provided for the GGUSD IT Department.	4/13/2017 – 11/30/2017	Implementation of AERIES modifications and additions.
Conference attendance for LEC staff for training and updates.	4/13/2017 – 11/30/2017	Increased knowledge of state requirements for data collection.

**Adult Education Block Grant
Data & Accountability
Rancho Santiago Adult Education Consortium
Partner Name: Garden Grove Unified School District**

BUDGET DETAIL SHEET

Contact	Name	Email	Phone No.
BUDGET SUPERVISOR	KAREN DUONG	kduong@ggusd.us	(714) 663-6133
DIRECTOR, ADULT ED	CONNIE VAN LUIT	cvanluit@ggusd.us	(714) 663-6305

Object Code	Description	TOTAL COSTS
1000	Certificated Staff Dev	\$2,567
2000	Classified Staff Dev/Extra Duty	\$4,356
3000	Benefits	\$957
4000	Equipment	\$8,412
5000	Conferences	\$5,400
	Info Systems Svs	\$47,296
6000		
	Total Direct Costs:	\$68,988
	Total Indirect Costs (at 4.14%):	\$2,856
	TOTAL COSTS:	\$71,844



AEBG Data and Accountability Guidance

AB104 Legislation – Adult Education Block Grant Program

SEC. 40. Section 84920 is added to the Education Code, to read: 84920.

(a) To the extent that one-time funding is made available in the Budget Act of 2015, consistent with the provisions of Section 84917, the chancellor and the Superintendent shall identify common measures for determining the effectiveness of members of each consortium in meeting the educational needs of adults. At a minimum, the chancellor and the Superintendent shall accomplish both of the following:

(1) Define the specific data each consortium shall collect.

(2) Establish a menu of common assessments and policies regarding placement of adults seeking education and workforce services into adult education programs to be used by each consortium to measure educational needs of adults and the effectiveness of providers in addressing those needs.

(b) It is the intent of the Legislature that both of the following occur:

(1) That the educational needs of adults in the state be better identified and understood through better sharing of data across state agencies.

(2) That, at a minimum, the chancellor and the Superintendent shall enter into agreements to share data related to effectiveness of the consortia between their agencies and with other state agencies, including, but not necessarily limited to, the Employment Development Department and the California Workforce Investment Board.

(c) The chancellor and the Superintendent shall identify, no later than January 1, 2016, the measures for assessing the effectiveness of consortia that will be used in the report that, pursuant to Section 84917, is to be submitted by September 30, 2016. These measures shall include, but not necessarily be limited to, all of the following:

(1) How many adults are served by members of the consortium.

(2) How many adults served by members of the consortium have demonstrated the following:

- (A) Improved literacy skills.
- (B) Completion of high school diplomas or their recognized equivalents.
- (C) Completion of postsecondary certificates, degrees, or training programs.
- (D) Placement into jobs.

(E) Improved wages.

(d) No later than November 1, 2015, the chancellor and the Superintendent shall submit to the Director of Finance, the state board, and the appropriate policy and fiscal committees in the Legislature a report of its progress in meeting the requirements of subdivisions (a) and (b).

(e) The chancellor and the Superintendent shall apportion the funds appropriated for purposes of this section in the Budget Act of 2015 in accordance with both of the following:

(1) Eighty-five percent of these funds shall be used for grants to consortia to establish systems or obtain data necessary to submit any reports or data required pursuant to subdivision (b) of Section 84917.

(2) Fifteen percent of these funds shall be used for grants for development of statewide policies and procedures related to data collection or reporting or for technical assistance to consortia, or both.

(f) The chancellor and the Superintendent shall provide any guidance to the consortia necessary to support the sharing of data included in systems established by consortia pursuant to this section across consortia.



DATE: February 27, 2017

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Agnes Lupa, Member Resources Associate

SUBJECT: CCCT BOARD ELECTION — 2017

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are nine (9) seats up for re-election on the board, with seven incumbents running and two vacancies due to changes at the district level.

Each community college district governing board shall have one vote for each of the nine seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The nine candidates who receive the most votes will serve a three-year term.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 10, 2017. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and*
- 2) ballot return envelopes must have no identifying information or signatures.*

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt.

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a postmark dated no later than April 25. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will not be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 4 -7 in Lake Tahoe.

If you have any questions on the CCCT board election, please contact Agnes Lupa at the League office at (916) 444-8641.

Attachments:

- List of Candidates
- CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
- Official Ballot and Return Envelope
- Candidates' Biographic Sketches and Statements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date:	April 12, 2017
Re:	Nomination of Phillip Yarbrough to Association of Community College Trustees (ACCT) Public Policy Committee		
Action:	Request for Action		

BACKGROUND

The Association of Community College Trustees is seeking volunteer members for specific committees.

ANALYSIS

ACCT is soliciting letters of nomination for committee membership. Trustee Yarbrough is interested in being a member of the Public Policy committee and is requesting a letter of nomination from the RSCCD board.

RECOMMENDATION

It is requested that the board approve a letter of nomination for Trustee Phillip Yarbrough to serve on ACCT's Public Policy committee during the 2017 calendar year.

Fiscal Impact: None	Board Date: April 12, 2017
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: John Hanna, President, Board of Trustees	



Building the future through quality education

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rsccd.edu

Santa Ana College • Santiago Canyon College

April 13, 2017

Association of Community College Trustees
1233 20th Street, NW
Suite 301
Washington, DC 20036

The Board of Trustees of the Rancho Santiago Community College District nominates Mr. Phillip E. Yarbrough to serve on the Public Policy Committee for the Association of Community College Trustees (ACCT). Mr. Yarbrough has served on the Rancho Santiago Community College District Board Policy Committee during 1999, 2000, 2001, and 2013 calendar years. In addition, Mr. Yarbrough has assisted in leading a session on bipartisanship for board of trustees at an ACCT conference. Our board is confident that Mr. Yarbrough will make valuable contributions to any of the ACCT committees.

Mr. Yarbrough was elected to the Board in 1996 and is in his sixth term as an elected member representing Trustee Area 6. He currently serves as the chairperson of the Board Fiscal/Audit Committee and a member of the Board Safety & Security Committee. He also represents the California Community Colleges by serving as a board member on the County of Orange Redevelopment Oversight Agency. In addition, Mr. Yarbrough is a contributing writer for the Orange County Register where he writes on family, social and policy issues.

Mr. Yarbrough's knowledge of the community college system and policy development processes will be an important contribution to ACCT's committee membership, and we hope you will consider his appointment.

If I can provide additional information, please contact me at (714) 480-7452.

Sincerely,

John R. Hanna
President
Board of Trustees

/al

BOARD OF TRUSTEES:

Claudia C. Álvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence "Larry" R. Labrado • Nelida Mendoza • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.

5.4 (2)

A RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

April 12, 2017

MANAGEMENT

2015/2016 Adjusted Permanent Chancellor Annual Salary Schedule/Attachment #1

2016/2017 Permanent Chancellor Annual Salary Schedule/Attachment #2

Appointment

Wert, Raymond
Sergeant, District Safety & Security
Santa Ana College
Business Operations & Fiscal Services
District

Effective: April 24, 017
Salary Placement: K-7 \$92,675.37/Year

Interim Assignment

Chamorro, Gustavo
Director, Los Angeles/Orange County
Regional Consortia-OC
Educational Services
District

Effective: March 9 – June 30, 2017
Salary Placement: C-6 \$143,699.58/Year

FACULTY

2015/2016 Adjusted Permanent FARSCCD Salary Schedules/Attachments #3-8

2016/2017 Permanent FARSCCD Salary Schedules/Attachments #9-14

Change of Effective Date for Long-term Substitute per E.C. 87481 & 87482

Damon, Susan
Long-term Substitute Instructor, Management
Business Division
Santa Ana College

From: February 13, 2017
To: February 6, 2017
Salary Placement: 3-5 \$66.08/Hour

Change of Effective Date for Part-time Hourly New Hire

Herrera, Raul M
Instructor, Ethnic Studies
Humanities & Social Sciences Division
Santa Ana College

From: August 21, 2017
To: June 19, 2017
Hourly Lecture Rate: II-3 \$57.09

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Carmona Leon, Marcielia
Instructor, Ethnic Studies
Humanities & Social Sciences Division
Santa Ana College

Effective: June 19, 2017
Hourly Lecture Rate: IV-3 \$62.94

Distler, James
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: March 27, 2017
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Federico, Federico
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: March 27, 2017
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Gatchalian, Dawn D.
Instructor, ESL/Parent Education
Continuing Education Division (OEC)
Santiago Canyon College

Effective: April 3, 2017
Hourly Lecture Rate: II-3 \$49.14

Lewis, David A.
Instructor, Real Estate
Business & Career Technical Education Division
Santiago Canyon College

Effective: June 19, 2017
Hourly Lecture Rate: I-3 \$54.37

Medina, Happy
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: April 12, 2017
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 Adjusted Permanent Chancellor Salary Schedule
Effective January 1, 2016

TITLE	Annual Base Salary
Chancellor	\$265,443.61

ADDITIONAL COMPENSATION			
Housing Allowance:	\$31,521.29	Annually	
Professional Expense Allowance:	\$6,304.28	Annually	
Cell Phone:	\$1,260.88	Annually	
Tax Sheltered Annuity:	\$6,619.45	Annually	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 Permanent Chancellor Salary Schedule
 Effective July 1, 2016

TITLE	Annual Base Salary
Chancellor	\$268,257.31

ADDITIONAL COMPENSATION			
Housing Allowance:	\$31,855.42	Annually	
Professional Expense Allowance:	\$6,371.11	Annually	
Cell Phone:	\$1,274.25	Annually	
Tax Sheltered Annuity:	\$6,689.62	Annually	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
175 Day Contract Faculty
 Effective January 1, 2016 (Spring Semester)

ATTACHMENT #3

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$54,852.33	\$58,934.35	\$61,637.83	\$64,340.25	\$67,042.68	\$69,745.11	\$72,563.12
4	\$57,382.45	\$61,464.46	\$64,170.04	\$66,868.27	\$69,572.79	\$72,263.66	\$75,084.82
5	\$59,903.10	\$63,992.46	\$66,692.80	\$69,398.38	\$72,087.14	\$74,793.77	\$77,613.87
6	\$62,430.07	\$66,518.37	\$69,219.75	\$71,917.97	\$74,619.35	\$77,322.83	\$80,139.80
7	\$64,953.87	\$69,045.33	\$71,750.92	\$74,458.60	\$77,150.52	\$79,855.05	\$82,665.71
8	\$67,483.99	\$71,568.09	\$74,273.67	\$76,970.85	\$79,675.37	\$82,379.90	\$85,191.61
9	\$70,011.99	\$74,099.25	\$76,807.98	\$79,498.86	\$82,205.49	\$84,901.60	\$87,716.45
10	\$72,538.96	\$76,629.37	\$79,330.74	\$82,024.76	\$84,728.23	\$87,428.57	\$90,244.47
11	\$75,065.91	\$79,155.27	\$81,850.34	\$84,556.97	\$87,257.30	\$89,956.57	\$92,773.53
12	\$77,593.92	\$81,683.28	\$84,381.51	\$87,080.79	\$89,777.95	\$92,482.49	\$95,298.39
13		\$84,208.14	\$86,906.35	\$89,610.89	\$92,311.22	\$95,011.55	\$97,825.35
14		\$86,735.10	\$89,434.38	\$92,137.86	\$94,839.23	\$97,541.65	\$100,353.36
15		\$89,262.06	\$91,962.39	\$94,666.91	\$97,364.09	\$100,066.51	\$102,879.26
16				\$97,194.92	\$99,887.89	\$102,592.42	\$105,406.23
A						\$106,378.14	\$109,195.08
B						\$110,173.29	\$112,983.95
C						\$113,965.31	\$116,774.38

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

CLASS I a) Bachelor's degree
 b) CTE placement - appropriate minimum qualifications

CLASS II a) Master's degree
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 2. Bachelor's degree plus three years approved work experience credit

CLASS III a) Master's degree plus 15 approved semester units earned after award of the degree
 b) Bachelor's degree plus 49 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree plus 30 approved semester units or 95 approved semester units plus nine years approved work experience credit
 2. Bachelor's degree plus six years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
175 Day Contract Faculty
Effective January 1, 2016 (Spring Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
b) Bachelor's degree plus 64 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
b) Bachelor's degree plus 79 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
b) Bachelor's degree plus 94 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
192 Day Contract Faculty
 Effective January 1, 2016 (Spring Semester)

ATTACHMENT #4

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$60,181.53	\$64,659.67	\$67,625.83	\$70,590.94	\$73,556.05	\$76,521.13	\$79,612.33
4	\$62,957.52	\$67,435.65	\$70,403.90	\$73,364.81	\$76,332.01	\$79,284.52	\$82,378.86
5	\$65,722.99	\$70,209.52	\$73,172.52	\$76,140.78	\$79,090.12	\$82,060.49	\$85,153.78
6	\$68,494.76	\$72,980.25	\$75,944.31	\$78,905.20	\$81,868.20	\$84,834.36	\$87,925.56
7	\$71,264.44	\$75,753.07	\$78,721.33	\$81,692.73	\$84,645.24	\$87,612.44	\$90,696.27
8	\$74,040.42	\$78,520.64	\$81,488.90	\$84,448.75	\$87,415.95	\$90,383.16	\$93,468.06
9	\$76,813.23	\$81,297.66	\$84,270.13	\$87,222.64	\$90,191.94	\$93,149.68	\$96,237.72
10	\$79,586.06	\$84,073.64	\$87,037.70	\$89,993.35	\$92,959.51	\$95,922.51	\$99,011.59
11	\$82,358.89	\$86,845.42	\$89,802.12	\$92,771.42	\$95,734.42	\$98,695.34	\$101,786.52
12	\$85,131.71	\$89,618.25	\$92,579.15	\$95,541.11	\$98,499.89	\$101,467.10	\$104,556.21
13		\$92,388.97	\$95,348.82	\$98,316.04	\$101,279.04	\$104,242.04	\$107,329.03
14		\$95,161.79	\$98,122.70	\$101,088.86	\$104,052.90	\$107,018.01	\$110,102.90
15		\$97,933.57	\$100,896.56	\$103,863.78	\$106,822.57	\$109,787.68	\$112,873.62
16				\$106,637.65	\$109,592.25	\$112,559.45	\$115,646.44
A						\$116,712.40	\$119,802.53
B						\$120,876.37	\$123,960.20
C						\$125,037.18	\$128,117.86

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
 - b) CTE placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
 - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 - c) CTE placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 49 approved semester units including a master's degree
 - c) CTE placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 - 2. Bachelor's degree plus six years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
192 Day Contract Faculty
Effective January 1, 2016 (Spring Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
b) Bachelor's degree plus 64 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
b) Bachelor's degree plus 79 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
b) Bachelor's degree plus 94 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
225 Day Contract Faculty
 Effective January 1, 2016 (Spring Semester)

ATTACHMENT #5

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$70,524.74	\$75,773.03	\$79,248.79	\$82,723.49	\$86,198.18	\$89,672.89	\$93,295.74
4	\$73,777.73	\$79,026.04	\$82,504.93	\$85,974.38	\$89,451.18	\$92,911.18	\$96,538.24
5	\$77,019.18	\$82,276.93	\$85,748.48	\$89,227.38	\$92,684.21	\$96,164.17	\$99,790.17
6	\$80,267.98	\$85,523.63	\$88,997.28	\$92,466.73	\$95,939.32	\$99,415.06	\$103,036.87
7	\$83,512.58	\$88,773.48	\$92,251.33	\$95,733.39	\$99,194.42	\$102,671.22	\$106,284.61
8	\$86,765.56	\$92,017.02	\$95,494.87	\$98,963.26	\$102,440.06	\$105,917.92	\$109,532.36
9	\$90,015.42	\$95,271.07	\$98,753.12	\$102,213.12	\$105,693.06	\$109,159.36	\$112,779.06
10	\$93,265.26	\$98,524.08	\$101,996.66	\$105,460.85	\$108,936.61	\$112,408.16	\$116,028.91
11	\$96,514.05	\$101,771.82	\$105,237.07	\$108,717.01	\$112,188.57	\$115,659.06	\$119,280.85
12	\$99,763.91	\$105,021.65	\$108,491.11	\$111,961.60	\$115,428.96	\$118,906.79	\$122,526.49
13		\$108,268.36	\$111,736.76	\$115,214.60	\$118,686.16	\$122,157.71	\$125,776.35
14		\$111,517.15	\$114,987.66	\$118,463.40	\$121,937.06	\$125,410.70	\$129,026.19
15		\$114,765.95	\$118,237.50	\$121,715.35	\$125,182.69	\$128,657.40	\$132,273.94
16				\$124,965.20	\$128,427.29	\$131,905.14	\$135,522.74
A						\$136,772.03	\$140,394.35
B						\$141,651.53	\$145,265.97
C						\$146,527.87	\$150,139.17

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

CLASS I a) Bachelor's degree
 b) CTE placement - appropriate minimum qualifications

CLASS II a) Master's degree
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 2. Bachelor's degree plus three years approved work experience credit

CLASS III a) Master's degree plus 15 approved semester units earned after award of the degree
 b) Bachelor's degree plus 49 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 2. Bachelor's degree plus six years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class II

6.1 (9)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE
225 Day Contract Faculty
Effective January 1, 2016 (Spring Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
b) Bachelor's degree plus 64 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
b) Bachelor's degree plus 79 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
b) Bachelor's degree plus 94 approved semester units including a master's degree
c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD CREDIT SUMMER SALARY SCHEDULE "A"

Effective June 13, 2016 (Summer 2016)

ATTACHMENT #6

TEACHING

(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$76.19	\$81.85	\$85.61	\$89.36	\$93.11	\$96.86	\$100.78
4	\$79.70	\$85.37	\$89.12	\$92.87	\$96.63	\$100.36	\$104.28
5	\$83.20	\$88.88	\$92.63	\$96.38	\$100.12	\$103.88	\$107.79

LAB

(Equivalent to 0.90 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$68.57	\$73.68	\$77.06	\$80.43	\$83.81	\$87.18	\$90.71
4	\$71.73	\$76.83	\$80.22	\$83.59	\$86.97	\$90.33	\$93.86
5	\$74.88	\$79.99	\$83.38	\$86.75	\$90.12	\$93.50	\$97.02

**COUNSELING/
LIBRARIAN/NURSING**

(Equivalent to .085 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$64.76	\$69.58	\$72.77	\$75.96	\$79.15	\$82.33	\$85.66
4	\$67.74	\$72.56	\$75.76	\$78.94	\$82.13	\$85.31	\$88.64
5	\$70.71	\$75.55	\$78.74	\$81.92	\$85.11	\$88.30	\$91.62

NON-TEACHING

(Equivalent to 0.5 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$38.10	\$40.92	\$42.81	\$44.69	\$46.56	\$48.44	\$50.39
4	\$39.85	\$42.69	\$44.56	\$46.44	\$48.32	\$50.18	\$52.15
5	\$41.60	\$44.44	\$46.32	\$48.20	\$50.07	\$51.95	\$53.90

Schedule A applies to all academic college credit faculty who were employed on contract during the preceding academic year. All laboratory classes will be compensated at 0.90 of a lecture hour. Compensation for health services faculty, counselors, and librarian assignments will be computed at .85 of a lecture hour.

Placement on Schedule A is according to class and step placement as of the spring semester immediately preceding summer school.

A maximum assignment of 1.5 LHE per week will be allowed for all instructors, up to a maximum of 12 LHE for the summer program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.

A maximum of twenty seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the 27 hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD NON-CREDIT
SUMMER SALARY SCHEDULE "C"
 Effective June 6, 2016 (Summer 2016)

ATTACHMENT #7

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$85.71	\$92.08	\$96.31	\$100.53	\$104.76	\$108.98	\$113.38
4	\$89.66	\$96.04	\$100.27	\$104.48	\$108.71	\$112.91	\$117.32
5	\$93.60	\$99.99	\$104.21	\$108.43	\$112.64	\$116.87	\$121.27

Schedule C applies to all college non-credit full-time employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year.

Placement on Schedule C is according to class and step placement as of the spring semester immediately preceding summer school.

Full-time instructors assigned to teach the course, Learning Disabilities Laboratory, shall be paid at 0.85 of the appropriate rate on this schedule.

A summer session assignment shall not exceed a total of 170 hours.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 ADJUSTED PERMANENT FARSCCD SALARY SCHEDULE "B"
PART-TIME/BEYOND CONTRACT
 Effective January 1, 2016 (Spring 2016)

ATTACHMENT #8

TEACHING	Column I	Column II	Column III	Column IV
	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$54.93	\$57.68	\$60.55	\$63.58
4	\$57.68	\$60.55	\$63.58	\$66.76
5	\$60.55	\$63.58	\$66.76	\$70.10

LAB	(Equivalent to 0.90 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$49.43	\$51.91	\$54.50	\$57.22
4	\$51.91	\$54.50	\$57.22	\$60.09
5	\$54.50	\$57.22	\$60.09	\$63.09

COUNSELING/ LIBRARIAN/NURSING	(equivalent to 0.85 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$46.69	\$49.02	\$51.47	\$54.04
4	\$49.02	\$51.47	\$54.04	\$56.75
5	\$51.47	\$54.04	\$56.75	\$59.58

NON-TEACHING	(equivalent to 0.5 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$27.47	\$28.84	\$30.28	\$31.79
4	\$28.84	\$30.28	\$31.79	\$33.38
5	\$30.28	\$31.79	\$33.38	\$35.05

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time laboratory assignments shall be paid at 0.90 of the LHE rate. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate.

The hourly pay rate for **part-time psychologists** who are college counselors assigned specifically to provide psychological services through the Health Centers will be **\$72.57**.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE
175 Day Contract Faculty
 Effective July 1, 2016 (Fall Semester)

ATTACHMENT #9

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$55,433.76	\$59,559.05	\$62,291.19	\$65,022.26	\$67,753.33	\$70,484.41	\$73,332.29
4	\$57,990.70	\$62,115.98	\$64,850.24	\$67,577.07	\$70,310.26	\$73,029.65	\$75,880.72
5	\$60,538.07	\$64,670.78	\$67,399.74	\$70,134.00	\$72,851.26	\$75,586.58	\$78,436.58
6	\$63,091.83	\$67,223.46	\$69,953.48	\$72,680.30	\$75,410.32	\$78,142.45	\$80,989.28
7	\$65,642.38	\$69,777.21	\$72,511.48	\$75,247.86	\$77,968.32	\$80,701.51	\$83,541.97
8	\$68,199.32	\$72,326.71	\$75,060.97	\$77,786.74	\$80,519.93	\$83,253.13	\$86,094.64
9	\$70,754.12	\$74,884.70	\$77,622.14	\$80,341.55	\$83,076.87	\$85,801.56	\$88,646.24
10	\$73,307.87	\$77,441.64	\$80,171.65	\$82,894.22	\$85,626.35	\$88,355.31	\$91,201.06
11	\$75,861.61	\$79,994.32	\$82,717.95	\$85,453.27	\$88,182.23	\$90,910.11	\$93,756.93
12	\$78,416.42	\$82,549.12	\$85,275.95	\$88,003.85	\$90,729.60	\$93,462.80	\$96,308.55
13		\$85,100.75	\$87,827.56	\$90,560.77	\$93,289.72	\$96,018.67	\$98,862.30
14		\$87,654.49	\$90,382.38	\$93,114.52	\$95,844.53	\$98,575.59	\$101,417.11
15		\$90,208.24	\$92,937.19	\$95,670.38	\$98,396.15	\$101,127.22	\$103,969.78
16				\$98,225.19	\$100,946.70	\$103,679.90	\$106,523.54
A						\$107,505.75	\$110,352.55
B						\$111,341.13	\$114,181.58
C						\$115,173.34	\$118,012.19

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

CLASS I a) Bachelor's degree
 b) CTE placement - appropriate minimum qualifications

CLASS II a) Master's degree
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 2. Bachelor's degree plus three years approved work experience credit

CLASS III a) Master's degree plus 15 approved semester units earned after award of the degree
 b) Bachelor's degree plus 49 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 2. Bachelor's degree plus six years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class II

6.1 (14)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE
175 Day Contract Faculty
Effective July 1, 2016 (Fall Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
 b) Bachelor's degree plus 64 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on
 Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
 b) Bachelor's degree plus 79 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years
 approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on
 Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
 b) Bachelor's degree plus 94 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved
 work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE
192 Day Contract Faculty
 Effective July 1, 2016 (Fall Semester)

ATTACHMENT #10

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$60,819.45	\$65,345.06	\$68,342.66	\$71,339.20	\$74,335.74	\$77,332.25	\$80,456.22
4	\$63,624.87	\$68,150.47	\$71,150.18	\$74,142.48	\$77,141.13	\$80,124.94	\$83,252.08
5	\$66,419.65	\$70,953.74	\$73,948.15	\$76,947.87	\$79,928.48	\$82,930.33	\$86,056.41
6	\$69,220.80	\$73,753.84	\$76,749.32	\$79,741.60	\$82,736.00	\$85,733.60	\$88,857.57
7	\$72,019.84	\$76,556.05	\$79,555.78	\$82,558.67	\$85,542.48	\$88,541.13	\$91,657.65
8	\$74,825.25	\$79,352.96	\$82,352.68	\$85,343.91	\$88,342.56	\$91,341.22	\$94,458.82
9	\$77,627.45	\$82,159.42	\$85,163.39	\$88,147.20	\$91,147.97	\$94,137.07	\$97,257.84
10	\$80,429.67	\$84,964.82	\$87,960.30	\$90,947.28	\$93,944.88	\$96,939.29	\$100,061.11
11	\$83,231.89	\$87,765.98	\$90,754.02	\$93,754.80	\$96,749.20	\$99,741.51	\$102,865.46
12	\$86,034.11	\$90,568.20	\$93,560.49	\$96,553.85	\$99,543.99	\$102,542.65	\$105,664.51
13		\$93,368.29	\$96,359.52	\$99,358.19	\$102,352.60	\$105,347.01	\$108,466.72
14		\$96,170.50	\$99,162.80	\$102,160.40	\$105,155.86	\$108,152.40	\$111,269.99
15		\$98,971.67	\$101,966.06	\$104,964.74	\$107,954.89	\$110,951.43	\$114,070.08
16				\$107,768.01	\$110,753.93	\$113,752.58	\$116,872.29
A						\$117,949.55	\$121,072.44
B						\$122,157.66	\$125,274.18
C						\$126,362.57	\$129,475.91

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

CLASS I a) Bachelor's degree
 b) CTE placement - appropriate minimum qualifications

CLASS II a) Master's degree
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 2. Bachelor's degree plus three years approved work experience credit

CLASS III a) Master's degree plus 15 approved semester units earned after award of the degree
 b) Bachelor's degree plus 49 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 2. Bachelor's degree plus six years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class II

6.1 (16)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARS CCD SALARY SCHEDULE
192 Day Contract Faculty
Effective July 1, 2016 (Fall Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
 b) Bachelor's degree plus 64 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on
 Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
 b) Bachelor's degree plus 79 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years
 approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on
 Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
 b) Bachelor's degree plus 94 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved
 work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE
225 Day Contract Faculty
 Effective July 1, 2016 (Fall Semester)

ATTACHMENT #11

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$71,272.30	\$76,576.22	\$80,088.83	\$83,600.36	\$87,111.88	\$90,623.42	\$94,284.67
4	\$74,559.77	\$79,863.72	\$83,379.48	\$86,885.71	\$90,399.36	\$93,896.04	\$97,561.55
5	\$77,835.58	\$83,149.07	\$86,657.41	\$90,173.19	\$93,666.66	\$97,183.51	\$100,847.95
6	\$81,118.82	\$86,430.18	\$89,940.65	\$93,446.88	\$96,956.28	\$100,468.86	\$104,129.06
7	\$84,397.81	\$89,714.48	\$93,229.19	\$96,748.16	\$100,245.88	\$103,759.53	\$107,411.23
8	\$87,685.27	\$92,992.40	\$96,507.12	\$100,012.27	\$103,525.92	\$107,040.65	\$110,693.40
9	\$90,969.58	\$96,280.94	\$99,799.90	\$103,296.58	\$106,813.41	\$110,316.45	\$113,974.52
10	\$94,253.87	\$99,568.44	\$103,077.82	\$106,578.74	\$110,091.34	\$113,599.69	\$117,258.82
11	\$97,537.10	\$102,850.60	\$106,352.58	\$109,869.41	\$113,377.77	\$116,885.05	\$120,545.23
12	\$100,821.41	\$106,134.88	\$109,641.12	\$113,148.39	\$116,652.51	\$120,167.20	\$123,825.27
13		\$109,416.00	\$112,921.17	\$116,435.87	\$119,944.23	\$123,452.58	\$127,109.58
14		\$112,699.23	\$116,206.53	\$119,719.11	\$123,229.59	\$126,740.05	\$130,393.87
15		\$115,982.47	\$119,490.82	\$123,005.53	\$126,509.63	\$130,021.17	\$133,676.04
16				\$126,289.83	\$129,788.62	\$133,303.33	\$136,959.28
A						\$138,221.81	\$141,882.53
B						\$143,153.04	\$146,805.79
C						\$148,081.07	\$151,730.65

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

CLASS I a) Bachelor's degree
 b) CTE placement - appropriate minimum qualifications

CLASS II a) Master's degree
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 2. Bachelor's degree plus three years approved work experience credit

CLASS III a) Master's degree plus 15 approved semester units earned after award of the degree
 b) Bachelor's degree plus 49 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 2. Bachelor's degree plus six years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on Class II

6.1 (18)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE
225 Day Contract Faculty
Effective July 1, 2016 (Fall Semester)

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree
 b) Bachelor's degree plus 64 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus nine years approved work experience credit
 2. Completion of 15 approved semester units after initial placement on
 Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree
 b) Bachelor's degree plus 79 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Bachelor's degree plus 45 approved semester units plus nine years
 approved work experience credit
 2. Master's degree plus nine years approved work experience credit
 3. Completion of 15 approved semester units after initial placement on
 Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree
 b) Bachelor's degree plus 94 approved semester units including a master's degree
 c) CTE placement - appropriate minimum qualifications plus one of the following:
 1. Master's degree plus 15 approved semester units plus nine years
 2. Completion of 15 approved semester units or nine years approved
 work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD CREDIT SUMMER SALARY SCHEDULE "A"
 Effective June 19, 2017 (Summer 2017)

ATTACHMENT #12

TEACHING

(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$76.99	\$82.72	\$86.52	\$90.31	\$94.10	\$97.89	\$101.85
4	\$80.54	\$86.27	\$90.07	\$93.86	\$97.66	\$101.43	\$105.39
5	\$84.08	\$89.82	\$93.61	\$97.40	\$101.18	\$104.98	\$108.93

LAB

(Equivalent to 0.90 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$69.29	\$74.46	\$77.87	\$81.28	\$84.70	\$88.11	\$91.67
4	\$72.49	\$77.65	\$81.07	\$84.47	\$87.89	\$91.29	\$94.85
5	\$75.67	\$80.84	\$84.26	\$87.67	\$91.07	\$94.49	\$98.05

**COUNSELING/
LIBRARIAN/NURSING**

(Equivalent to .085 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$65.44	\$70.32	\$73.54	\$76.76	\$79.99	\$83.21	\$86.57
4	\$68.46	\$73.33	\$76.56	\$79.78	\$83.00	\$86.21	\$89.58
5	\$71.46	\$76.35	\$79.58	\$82.79	\$86.01	\$89.24	\$92.59

NON-TEACHING

(Equivalent to 0.5 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$38.50	\$41.36	\$43.26	\$45.16	\$47.05	\$48.95	\$50.93
4	\$40.28	\$43.14	\$45.03	\$46.93	\$48.83	\$50.71	\$52.70
5	\$42.04	\$44.92	\$46.81	\$48.71	\$50.60	\$52.50	\$54.47

Schedule A applies to all academic college credit faculty who were employed on contract during the preceding academic year. All laboratory classes will be compensated at 0.90 of a lecture hour. Compensation for health services faculty, counselors, and librarian assignments will be computed at .85 of a lecture hour.

Placement on Schedule A is according to class and step placement as of the spring semester immediately preceding summer school.

A maximum assignment of 1.5 LHE per week will be allowed for all instructors, up to a maximum of 12 LHE for the summer program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.

A maximum of twenty seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the 27 hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD NON-CREDIT
SUMMER SALARY SCHEDULE "C"
 Effective June 12, 2017 (Summer 2017)

ATTACHMENT #13

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$86.62	\$93.06	\$97.33	\$101.60	\$105.87	\$110.13	\$114.58
4	\$90.61	\$97.05	\$101.33	\$105.59	\$109.86	\$114.11	\$118.57
5	\$94.59	\$101.05	\$105.31	\$109.58	\$113.83	\$118.11	\$122.56

Schedule C applies to all college non-credit full-time employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year.

Placement on Schedule C is according to class and step placement as of the spring semester immediately preceding summer school.

Full-time instructors assigned to teach the course, Learning Disabilities Laboratory, shall be paid at 0.85 of the appropriate rate on this schedule.

A summer session assignment shall not exceed a total of 170 hours.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2016/2017 PERMANENT FARSCCD SALARY SCHEDULE "B"
PART-TIME/BEYOND CONTRACT
 Effective July 1, 2016 (Fall 2016)

ATTACHMENT #14

TEACHING	Column I	Column II	Column III	Column IV
	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$55.51	\$58.29	\$61.20	\$64.25
4	\$58.29	\$61.20	\$64.25	\$67.47
5	\$61.20	\$64.25	\$67.47	\$70.84

LAB	(Equivalent to 0.90 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$49.96	\$52.46	\$55.08	\$57.83
4	\$52.46	\$55.08	\$57.83	\$60.72
5	\$55.08	\$57.83	\$60.72	\$63.76

COUNSELING/ LIBRARIAN/NURSING	(equivalent to 0.85 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$47.18	\$49.54	\$52.02	\$54.62
4	\$49.54	\$52.02	\$54.62	\$57.35
5	\$52.02	\$54.62	\$57.35	\$60.22

NON-TEACHING	(equivalent to 0.5 of a lecture hour)			
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15	MASTER'S + 30
1				
2				
3	\$27.76	\$29.14	\$30.60	\$32.13
4	\$29.14	\$30.60	\$32.13	\$33.73
5	\$30.60	\$32.13	\$33.73	\$35.42

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time laboratory assignments shall be paid at 0.90 of the LHE rate. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate.

The hourly pay rate for **part-time psychologists** who are college counselors assigned specifically to provide psychological services through the Health Centers will be **\$72.57**.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
APRIL 12, 2017**

CLASSIFIED

New Appointment

Cain, Nevan
Admissions & Records Spec. I
(CL16-0908) Admissions/ SCC
Effective: March 27, 2017
Grade 6, Step 1 \$36,282.18

Sanchez, Macario
Warehouse Storekeeper (CL16-080)
Purchasing/ OEC
Effective: April 3, 2017
Grade 8, Step 1 \$39,282.09

Hourly Ongoing to Contract

Madrigal, Maria
From: Administrative Clerk
To: Administrative Secretary (CL17-0926)
Educ. Services/ District
Effective: March 14, 2017
Grade 12, Step 1 \$47,032.94

Martinez Mendoza, Elvira
From: Counseling Assistant
To: Counseling Assistant (CL17-0929)
EOPS/ SCC
Effective: March 20, 2017
Grade 5, Step 1 \$35,046.16

Professional Growth Increments

Cadenas, Marlon
General Office Clerk/ EOPS/ SAC
Effective: May 1, 2017
Grade 3, Step 1 + 1PG (500) \$32,899.07

Tran, Angela
Alternate Media Specialist/ DSPS/ SAC
Effective: May 1, 2017
Grade 13, Step 6 + 5%L + 10PG (5000)
\$71,391.37

Change in Position

Berganza, Leyvi
From: HS Comm. Outreach Specialist
To: Graduation Specialist (C16-0886)
OEC/ SCC
Effective: March 20, 2017
Grade 15, Step 5 + 5%L + 6PG (1500)
\$71,852.44

Change in Position cont'd

Soto, Roxzel
From: Sr. Account Clerk/ OEC
To: Administrative Secretary (CL17-0948)
Arts, Humanities & Soc. Sci./ SCC
Effective: March 28, 2017
Grade 12, Step 1 \$47,032.94

Vazquez, Reyes
From: Administrative Secretary/ SCC
To: Curriculum Specialist (CL17-0925)
Academic Affairs/ SCC
Effective: April 17, 2017
Grade 13, Step 6 + 10%L + 10PG (5000)
\$74,552.87

Leave of Absence

Torres, Esmeralda
Intermediate Account Clerk/ Fiscal
Services/ District
Effective: 05/02/17 – 06/02/17
Reason: Unpaid Leave

Ratification of Resignation/Retirement

Wood Rogers, Leslie
Science Lab Coordinator/ SAC
Effective: March 31, 2017
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Guerrero, Evelyn
Counseling Assistant (CL16-0873)
School of Continuing Ed./ SAC
Effective: March 20, 2017
19 Hours/Week 12 Months/Year
Grade 5, Step A + 2.5%Bil \$17.20/Hour

Valdez, Juan
Counseling Assistant (CL16-0873)
School of Continuing Ed./ SAC
Effective: March 20, 2017
19 Hours/Week 12 Months/Year
Grade 5, Step A + 2.5%Bil \$17.20/Hour

Leave of Absence

Gleason, Kathryn
Instructional Assistant/ Science & Math/
SCC
Effective: 04/17/17 – 05/30/17
Reason: Maternity/Parental Leave

Ratification of Resignation/Retirement

Gahbler, Marisol
Instructional Assistant/ School of
Continuing Ed./ SAC

Effective: April 28, 2017
Reason: Resignation

TEMPORARY ASSIGNMENT

Rich, Jacquelyn
Instructional Assistant/ Student Services/
SAC

Effective: 04/25/17 – 06/30/17

Additional Hours for Ongoing Assignment

Cristobal, Daniel
Counseling Assistant/ EOPS/ SAC

Effective: 02/13/17 – 06/30/17
Not to exceed 19 consecutive working
days in any given period.

Gardea Magana, Omar
Instructional Assistant/ School of
Continuing Ed./ SAC

Effective: 02/13/17 – 06/30/17
Not to exceed 19 consecutive working
days in any given period.

Khan, Khadija
Student Program Specialist/ College
Advancement/ SAC

Effective: 03/20/17 – 06/20/17
Not to exceed 19 consecutive working
days in any given period.

Lopez, Saul
Instructional Assistant/ Science & Math/
SCC

Effective: 01/09/17 – 03/10/17
Not to exceed 19 consecutive working
days in any given period.

Medina La Rosa, Jorge
Learning Facilitator/ EOPS/ SAC

Effective: 01/19/17 – 01/19/17
Not to exceed 19 consecutive working
days in any given period.

Substitute Assignments

Mutuc, Benjamin
District Safety Officer/ District

Effective: 03/20/17 – 06/30/17

Saldivar Chavez, Ruben
Custodian/ School of Continuing Ed./
SAC

Effective: 03/20/17 – 06/30/17

MISCELLANEOUS POSITIONS

Bentz, Paul	
Model/ Fine & Performing Arts/ SAC	Effective: 03/06/17 – 06/30/17
Model/ Fine & Performing Arts/ SCC	Effective: 03/20/17 – 06/11/17
Gomez Alvarado, Susana	Effective: 02/27/17 – 06/30/17
Child Dev. Intern I/ Child Dev. Services/ District	
Gomez, Blanca	Effective: 03/15/17- 06/30/17
Child Dev. Intern II/ Child Dev. Services/ District	
Morrison, Gloria	Effective: 04/01/17 – 06/30/17
Facility Planner II/ Safety & Security/ District	

Instructional Associates/Associate Assistants

Criminal Justice

Carter, Steven	Effective: 04/13/17
Beahm, Robert	Effective: 04/13/17

COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2017

Abdul, Quayum	Amount: \$ 130.85
Amsler, Brittany	Amount: \$ 110.92
Cohen, Robert	Amount: \$ 288.41
Dewberry, Dorianne	Amount: \$ 689.04
Diebolt Price, Julie	Amount: \$ 416.30
Fischermilitaru, Mariana	Amount: \$ 684.75
Friebert, Martin	Amount: \$ 660.00
Greenspan, Frances	Amount: \$ 199.65

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective February 11 – March 10, 2017

Konstant, Eugene	Amount: \$ 73.32
Krusemark, Leeanne	Amount: \$ 417.06
Lazaris, Nicholas	Amount: \$ 88.31
Lee, Jennifer	Amount: \$ 121.80
Moran, Elaine	Amount: \$ 65.08
Morgan, Analisa	Amount: \$ 320.00
Nolasco, Jeffrey	Amount: \$ 247.50
Raslan, Nayrouz	Amount: \$ 3,081.00
Rudd, James	Amount: \$ 641.55
Schultza, Jennifer	Amount: \$ 56.40
Smith, Teddine	Amount: \$ 2,640.00
Steffens, John	Amount: \$ 420.00

VOLUNTEERS

Sagal, Caroline	Effective: 04/13/17 – 06/30/17
Volunteer/ Student Development/ SAC	

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Boulle, Noelani P.	Effective:	03/22/17-06/30/17
Casillas, Anthony J.	Effective:	03/21/17-06/30/17
Celestino, Jennifer	Effective:	03/20/17-06/30/17
Crisostomo, Justin	Effective:	03/21/17-06/30/17
Gonzales, Samantha M.	Effective:	03/15/17-06/30/17
Nguyen, Anh Ha T.	Effective:	03/20/17-06/30/17
Nguyen, Halena	Effective:	03/22/17-06/30/17
Nguyen, Tuan M.	Effective:	03/27/17-06/30/17
Yerkes, Jessica A.	Effective:	03/20/17-06/30/17
Stipends		
Garcia, Jessica E.	Counseling: S4S Champions	
\$300.00 One Time Stipend Fall 2016	Effective:	08/26/16-12/02/16

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST

Dominguez, Jorge	Effective:	03/28/2017-06/30/2017
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date:	April 12, 2017
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Faculty Association of Rancho Santiago Community College District.		
Action:	Request for Approval		

BACKGROUND

Negotiations between the District and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have been completed. A successor agreement for 2015-2016 and 2016-2017 has been negotiated and was ratified by the FARSCCD on April 7, 2017. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are detailed on the disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the collective bargaining agreement with the Faculty Association of Rancho Santiago Community College District (FARSCCD) for the period of July 1, 2015 through June 30, 2017.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: April 12, 2017
Item Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Tentative Agreement
Between FARSCCD and RSCCD**

March 28, 2017

1. The effective dates of the agreement shall be July 1, 2015 -- June 30, 2017. (Article 2.1.1)
2. The District shall increase all of the faculty salary schedules by 1.02% retroactive to January 1, 2016. In addition, the District shall increase all of the faculty salary schedules by 1.06% retroactive to July 1, 2016 (Ninth Place Salary Ranking Adjustment for 16/17). These increases will be paid within 60 days of ratification of the contract. (Article 7.1.1)
3. For calendar year 2017, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of \$27,568.92 per member per year ("District Maximum Contribution"). Thereafter, the District Maximum Contribution shall be automatically increased by an amount not to exceed ~~40%~~ 6% in each succeeding year. If the annual premium renewal rates represent an aggregate increase of more than ~~40%~~ 6%, the District and FARSCCD agree to immediately reopen negotiations on this article. (Article 5.2.1)
4. Based on the 2017 rates, the District has approximately \$1.3 Million in protective capacity available to address future increases over 6% and to stabilize rates in medical/dental insurance premiums up to the District Maximum Contribution.
5. Effective January 1, 2017, the District will contribute up to ~~\$1,250~~ \$1,750 per year to eligible employees serving under a contract of 75% or more. A contribution of up to ~~\$1,250~~ \$1,750 per year will be prorated for those eligible employees serving under a contract of 50% up to 75% based on the percentage equivalent to the employee's contract percentage. The employee can assign this contribution or any part of it toward dependent or employee medical/dental coverage, or other approved deductions consistent with IRS regulations. (Article 5.2.3)
6. Effective July 1, 2017, increase lab rate to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (Sec Appendix N.)(Article 7.3)
7. Effective July 1, 2017, the parking fee rate will be \$50 per year for all full-time unit members. Full-time faculty with less than a full academic year assignment will pay a prorated amount. The parking fee for adjunct faculty will be \$20 per semester. (Article 6.6).
8. Effective July 1, 2017, the District will provide thirty-two (30 32) LHE/semester for the Santa Ana College Academic Senate which includes compensation for the faculty chair of the Curriculum Council and ~~thirty-two~~ (30 32) LHE/semester for the Santiago Canyon College Academic Senate. The Senates will provide the District individual

allocations in a timely manner during the planning schedule for each term, Fall and Spring. (Article 6.2.6)

In addition to the above, the parties agree as follows:

9. The District and FARSCCD agree that FARSCCD will participate in the Joint Benefits Committee. FARSCCD shall have the same number of representatives on the Joint Benefits Committee as any other District employee groups, that number being two (2).

The purpose of the Joint Benefits Committee shall be to analyze current premiums, benefits, trends, plans, structures and program options which may be available and to then provide recommendations to the parties of this Agreement regarding possible options. The representatives of FARSCCD and of the District who are members of the Joint Benefits Committee shall work in good faith toward this purpose. The parties agree that the focus of the Joint Benefits Committee shall be insuring that all employees have access to quality healthcare benefits along with achieving cost containment for such benefits. (FARSCCD's participation in the Committee shall not relieve the District of its obligations as specified in Article 5.2.1)

In addition to the above, the District commits to calling for a meeting of the RSCCD Joint Benefits Committee within 30 days of ratification of the successor contract with FARSCCD with the intention of working cooperatively with the benefitted employee groups to develop a Memorandum of Understanding (MOU) memorializing the mission and the structure of the Joint Benefits Committee. The District further commits that the Joint Benefits Committee will meet at least quarterly.

Upon the District's receipt of annual health care benefit renewal rates (approximately in August or September), it agrees to promptly convene a meeting of the Joint Benefits Committee to review and evaluate that information. If renewal rate information becomes available prior to this, the Committee will convene sooner.


10. FARSCCD representatives agree to fully support and advocate ratification by its membership, and the District representatives agree to fully support and advocate approval by the Board of Trustees.
11. FARSCCD agrees to promptly withdraw its unfair labor practice charge (No. LA CE 6186E) without prejudice upon execution of this tentative agreement.

Date: March 28, 2017

AGREED ON BEHALF OF:

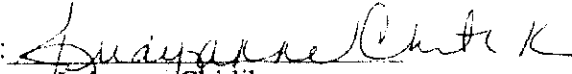
FARSCCD

By:


Kristen Guzman,
Chief Negotiator

Rancho Santiago CCD

By:


Judyanne Chitlik
Chief Negotiator

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Faculty Association of Rancho Santiago Community College District

The proposed agreement covers the period beginning July 1, 2015 and ending June 30, 2017
 and will be acted upon by the Governing Board at its meeting on _____

A. Proposed Change in Compensation

Compensation			Fiscal Impact of Proposed Agreement		
			Year 1 2015-16	Year 2 2016-17	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$475,000	\$415,000	
2.	Salary Schedule Increase (Decrease)	Cost (+/-) F/T P/T	\$239,392 84,608 1.02%	\$1,028,498 363,502 1.06%	
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	District cash benefit contribution Increase LAB rate Academic Release Time	Cost (+/-) \$0 \$0 \$0	\$190,000 \$281,000 \$10,201	
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-) F/T P/T	\$111,659 \$13,224	\$333,550 \$62,995	
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-) F/T P/T	\$660,507 \$0	\$846,703 \$0	
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-) F/T P/T	\$1,486,559 \$97,832	\$3,104,952 \$426,497	
7.	Total Number of Represented Employees	F/T P/T	349 1540	380 1595	
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-) F/T P/T	\$4,259 \$64	\$8,171 \$267	
9.	Effective Impact %	F/T P/T	2.86% 0.60%	5.55% 2.15%	

Please include comments and explanations as necessary: 2015/16: 1.02% retroactive pay to 1/1/16; 2016/17: 1.06% retroactive pay to 7/1/16; District Maximum Contribution increase for health and welfare benefits will not exceed 6% beginning 2017 forward for each succeeding year; Effective January 1, 2017 District cash benefit increase from \$1,250 to \$1,750 per year for eligible employees; Effective July 1, 2017 Lab rate for defined classes in hard sciences, nursing, anthropology and geography increase to 1.0 LHE; Effective July 1, 2017 Academic Senate release time increase from 30 LHE/semester to 32 LHE/semester for each campus SAC and SCC.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Article 6.6: Parking fee for adjunct faculty will be \$20.00 per semester. Loss of revenue (\$14,700)

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

None

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue and unrestricted general fund income.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base revenue and unrestricted general fund income.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This agreement is for two years, but covers 2015/16 and 2016/17.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes No

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>