

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

**Monday, July 17, 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 June 12, 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 Dr. Sara Lundquist

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 RSCCD Governance Presentation on A Guide to the Public Records Act and the Brown Act

3.0 INSTRUCTION

- *3.1 Approval of Revised Mission Statement for Santa Ana College (SAC) Action
The administration recommends approval of the revised mission statement for SAC as presented thereby authorizing the college administration to publish the revised mission statement in various documents and public notices.
- *3.2 Approval of Proposed Revisions for 2018-2019 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2018-2019 SAC catalog.
- *3.3 Approval of Memorandum of Understanding (MOU) with Center for Innovation in Education, dba Base₁₁ Action
The administration recommends approval of the MOU with the Center for Innovation in Education, dba Base₁₁ as presented.
- *3.4 Approval of New Clinical Affiliation Agreement for Occupational Therapy Assistant (OTA) Program with Atlantic Memorial Healthcare Associates, Inc. dba Atlantic Memorial Healthcare Center Action
The administration recommends approval of the new clinical affiliation agreement for the OTA program with Atlantic Memorial Healthcare Associates, Inc., dba Atlantic Memorial Healthcare Center in Long Beach, California.

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

- *3.5 Approval of Nursing Program Affiliation Agreement – South Coast Global Medical Center Action
The administration recommends approval of the nursing program affiliation agreement with the South Coast Global Medical Center located in Santa Ana, California.
- *3.6 Approval of Nursing Program Clinical Affiliation Agreement - Kindred Healthcare Action
The administration recommends approval of the nursing program clinical affiliation agreement with Kindred Healthcare located in Santa Ana, California.
- *3.7 Approval of Renewal of Nursing Program Affiliation Agreement - Anaheim Regional Medical Center Action
The administration recommends approval of the renewal of the nursing program affiliation agreement with Anaheim Regional Medical Center located in Anaheim, California as presented.
- *3.8 Approval of Amendment to Nursing and Pharmacy Technician Programs Affiliation Agreement – Hoag Memorial Hospital Presbyterian Action
The administration recommends approval of the nursing and pharmacy technician program affiliation agreement amendment with Hoag Memorial Hospital Presbyterian located in Newport Beach and Irvine, California as presented.
- *3.9 Approval of Educational Affiliation Agreement Renewal for Occupational Therapy Assistant Program with Horizon Therapy Services Action
The administration recommends approval of the educational affiliation agreement renewal for the OTA program with Horizon Therapy Services in Rancho Cucamonga, California.
- *3.10 Approval of Standard Inter-Agency Instructional Services Agreement Renewal for Criminal Justice Academies (CJA) with California Narcotic Canine Association Action
The administration recommends approval of the standard inter-agency instructional services agreement renewal for the CJA with California Narcotic Canine Association in Exeter, California.
- *3.11 Approval of Standard Inter-Agency Instructional Services Agreement Renewal for Criminal Justice Academies with Santa Ana Police Department Action
The administration recommends approval of the standard inter-agency instructional services agreement renewal for CJA with the Santa Ana Police Department in California.

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

- *3.12 Approval of Standard Affiliation Agreement Renewal for Child Development and Education Studies Department with Anaheim Elementary School District Action
The administration recommends approval of the standard affiliation agreement renewal for the Child Development and Education Studies Department with Anaheim Elementary School District in Anaheim, California.
- *3.13 Approval of Santa Ana College Memorandum of Understanding with Mexican Consulate in Santa Ana Action
The administration recommends approval of the SAC MOU with the Mexican Consulate in Santa Ana, California.
- *3.14 Approval of Statement of Work for Implementation of Lexmark's Transform Software for Santa Ana College Financial Aid Office Action
The administration recommends approval of the Statement of Work for implementation of Lexmark's Transform Software for SAC Financial Aid Office as presented.
- *3.15 Approval of Memorandum of Understanding (Phase II) between Orange County Development Board and Partners of America's Job Center of California Network Action
The administration recommends approval of the MOU (Phase II) between the Orange County Development Board and the Partners of America's Job Center of California Network as presented.
- *3.16 Approval of License Agreement for Kiosk at MainPlace Mall Action
The administration recommends approval of the license agreement for the kiosk at MainPlace Mall and any future renewals, extensions, and addendums as presented.
- 3.17 Receive for First Reading – Santa Ana College Midterm Report on Accreditation Information
The item is provided for a first reading as an information item.
- 3.18 Receive for First Reading – Santiago Canyon College Midterm Report on Accreditation Information
The item is provided for a first reading as an information item.
- *3.19 Approval of Santa Ana College Community Services Program, Fall 2017 Action
The administration recommends approval of the SAC Community Services program, for Fall 2017.

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

- *3.20 Approval of Santiago Canyon College Community Services Program, Fall 2017 Action
The administration recommends approval of the SCC Community Services program, for Fall 2017.
- *3.21 Approval of Renewal of Memorandum of Understanding between Rancho Santiago Community College District and Pacific Clinics' Recovery Education Institute (REI) Action
The administration recommends approval of the renewal of the MOU between RSCCD and Pacific Clinics' Recovery Education Institute.

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 May 30, 2017, to June 28, 2017.
- 4.3 Adoption of Resolution No. 17-17 – Conflict of Interest Code Action
The administration recommends adoption of Resolution No. 17-17 – Conflict of Interest Code as presented.
- 4.4 Adoption of Resolution No. 17-18 – Resolution to Close Fund (Fund 42) Action
The administration recommends adoption of Resolution No. 17-18 – Resolution to Close Fund 42 as presented.
- *4.5 Approval of 2017-2018 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the proposed Adopted Budget Assumptions for the 2017-2018 fiscal year as presented.
- *4.6 Approval of Agreement with Facilities Planning & Program Services, Inc. for Planning and Project Management Services Action
The administration recommends approval of the agreement with Facilities Planning & Program Services, Inc. for planning and project management services as presented.
- *4.7 Approval of Agreement with Linik Corporation for Planning and Project Management Services Action
The administration recommends approval of the agreement with Linik Corporation for planning and project management services as presented.

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

- *4.8 Acceptance of Completion of Bid #1320 for Reconfiguration of Congressman Correa's Offices 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.
- *4.9 Approval of Agreement with Bernards for Construction Management Services for Science Center at Santa Ana College Action
The administration recommends approval of the agreement with Bernards for construction management services for the Science Center at SAC as presented.
- *4.10 Approval of Agreement with Dovetail for Furniture and Equipment Consulting Services for Science Center at Santa Ana College Action
The administration recommends approval of the agreement with Dovetail for furniture and equipment consulting services for the Science Center at SAC as presented.
- *4.11 Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for Science Center Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Hammel, Green and Abrahamson, Inc. in Santa Monica for professional design services for the Science Center project at SAC as presented.
- *4.12 Approval of Amendment to Agreement with The Solis Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College Action
The administration recommends approval of the amendment with The Solis Group for labor compliance and community student workforce project agreement coordinator consulting services for various projects at SAC as presented.
- *4.13 Approval of Change Order #1 for Hamel Concrete, Inc. for Bid #1307 for Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy Action
The administration recommends approval of change order #1 for Hamel Concrete, Inc. for Bid #1307 for the site wall/improvement project at SAC Orange County Sheriff's Regional Training Academy as presented.
- *4.14 Ratification of Award of Bid #1326 for Parking Lot 6 Americans with Disabilities Act (ADA) Stalls (Phase II) at Santa Ana College Action
The administration recommends ratification of the award of Bid #1326 to parking lot 6 ADA stalls (Phase II) at SAC as presented.

- *4.15 Rejection of all Bids for Bid #1327 for Roof Replacement Pool Building at Santa Ana College Action
The administration recommends rejection of all bids for Bid #1327 for the roof replacement pool building at SAC as presented.
- *4.16 Acceptance of Completion of Bid #1307 for Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy 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.
- *4.17 Approval of Change Order #1 for Aramexx Construction for Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College Action
The administration recommends approval of change order #1 for Aramexx Construction for Bid #1313 for irrigation controller upgrades at SCC as presented.
- *4.18 Approval of Change Order #1 for Golden Gate Construction for Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College Action
The administration recommends approval of change order #1 for Golden Gate Construction for Bid #1299 for ADA improvements Phase 1 at SCC as presented.
- *4.19 Ratification of Award of Bid #1325 for U Portables Certification Plumbing at Santiago Canyon College Action
The administration recommends ratification of the award of Bid #1325 for U portables certification plumbing at SCC as presented.
- *4.20 Ratification of Award of Bid #1328 for ADA Improvements at 1937 West Chapman Avenue, Orange, for Orange Education Center (OEC) Action
The administration recommends ratification of award of Bid #1328 for ADA improvements at 1937 West Chapman Avenue, Orange, for OEC as presented.
- *4.21 Acceptance of Completion of Bid #1299 for ADA Improvements Phase I at Santiago Canyon College 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.
- *4.22 Acceptance of Completion of Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College 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.

- *4.23 Approval of Agreement with Orange County Sheriff's Department for Range Qualification, Professional Development and Tactical Training Action
The administration recommends approval of the agreement with the Orange County Sheriff's Department Regional Training Center and RSCCD as presented.
- *4.24 Approval of Amendment No. 1 to Agreement for Independent Audit Services Action
The administration recommends approval of Amendment No. 1 to change the name from Vicenti Lloyd & Stutzman to CliftonLarsonAllen, LLP as presented.
- *4.25 Approval of Renewal for Blackboard License Action
The administration recommends approval of the renewal of the Blackboard License for the second year effective July 1, 2017, through June 30, 2018, with the Foundation for California Community Colleges as presented.
- *4.26 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Susanne M. Mata to serve as Career and Technology Education Management Application (CATEMA) Specialist to work on increasing the current college participation by providing CATEMA Systems overviews to college staff, assisting with the development of virtual trainings, serving as the first point of contact for technical assistance and support, and providing logistical coordination support as needed for implementation. Dates of service are July 18, 2017, through December 31, 2017. The fee is estimated at \$20,000.
- *4.27 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Jennifer Walsvick to provide mental health consulting services, coordination, record keeping and documentation to assure compliance with program standards. Dates of service are July 18, 2017, through June 30, 2018. The fee is estimated at \$24,000.
- *4.28 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Marcia R. Wilson to provide assistance to the Los Angeles (LA) County Director and LA County Career and Technical Education (CTE) Deans in the completion of Round 1 Regional Projects, the development of Round 2 Strong Workforce Planning and Evaluation process, assisting with regional reviews, and any additional requests, requirements, and assignments to produce an accurate and quality updated Regional Plan. Dates of service are July 18, 2017, through December 31, 2017. The fee is estimated at \$15,000.

- *4.29 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 21, 2017, through June 17, 2017.

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:
- | | |
|---|-------------|
| - Adult Education Block Grant Regional Consortium | \$2,939,497 |
| Funding Appropriation (SAC/SCC) | |
| - Career Technical Education Data Unlocked Initiative | \$7,000,000 |
| (District) – <i>Augmentation</i> | |
- *5.2 Approval of Sub-Agreement between RSCCD and WestEd for Career Technical Education Data Unlocked Initiative Grant 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 Approval of Lease Agreement between RSCCD and Economic Development Corporation of Los Angeles County for Strong Workforce Program Action
The administration recommends approval of the lease agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreement on behalf of the district.
- *5.4 Approval of First Amendment to Sub-Agreement between RSCCD and Garden Grove Unified School District for Adult Education Block Grant Action
The administration recommends approval of the amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreement on behalf of the district.
- 5.5 First Reading of Board Policy (BP) Information
The following board policy is presented for a first reading as an information item:
- BP 6307 Debt Issuance and Management

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

5.6 Adoption of Board Policies Action
The administration recommends adoption of the following revised board policies:

- BP 2015 – Student Member
- BP 2340 – Agendas
- BP 2345 – Public Participation at Board Meetings
- BP 3430 – Prohibition of Harassment
- BP 3820 – Gifts
- BP 7365 – Discipline and Dismissal – Classified Employees
- BP 7310 – Nepotism

5.7 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
 - f. Educational Administrator Appointments
 - (1) Assistant Dean
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
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
California School Employees Association, Chapter 579

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.

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.

6.0 HUMAN RESOURCES

- 6.1 Management/Academic Personnel Action
- Approval of Revised Job Descriptions
 - Approval of Appointments
 - Approval of Appointments to Interim Assignment/Employment of Retired State Teachers' Retirement System (STRS) Member
 - Approval of Interim Assignments
 - Approval of Extensions of Interim Assignment
 - Approval of Adjusted Salary Placements
 - Approval of 2017-2018 - Continuing Education Faculty Association (CEFA) Permanent Hourly Salary Schedule
 - Approval of Hiring of Long-term Substitutes per Education Code 87481 & 87482
 - Approval of Final Salary Placements
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Contract Extension Days for 2016-2017
 - Approval of Additional Contract Extension Days for 2017-2018
 - Approval of Beyond Contracts/Overload Stipends
 - Approval of Adjusted Effective Dates
 - Approval of Part-time New Hire/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services
- 6.2 Classified Personnel Action
- Approval of New Classifications
 - Approval of New Appointments
 - Approval of Hourly Ongoing to Contract Assignments
 - Approval of Temporary to Contract Assignments
 - Approval of Professional Growth Increments
 - Approval of Out of Class Assignments
 - Approval of Return to Regular Assignments
 - Approval of Changes in Position
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of New Appointments
 - Approval of Temporary to Hourly Ongoing Assignments
 - Approval of Temporary Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions

- 6.2 Classified Personnel (contd.)
- Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists
- 6.3 Presentation of California School Employees Association (CSEA) Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District Action
The administration recommends the board schedule a public hearing for August 14, 2017.
- 6.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579 Action
It is recommended that the board receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for August 14, 2017.
- 6.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District (FARSCCD) Action
It is recommended that the board receive and file the district's initial bargaining proposal to FARSCCD and schedule a public hearing for August 14, 2017.
- 6.6 Adoption of Resolution No. 17-16 Authorizing a Certificate of Consent to Self-Insure for Workers' Compensation Liabilities Action
The administration recommends approval of converting the district's workers' compensation program to a \$150,000 self-insured retention limit and applying for a Self-Insurance Certificate from the California State Office of Self-Insurance Programs.
- 6.7 Approval of Agreement for Educational Services and Scholarships between Rancho Santiago Community College District and Concordia University Irvine Action
The administration recommends approval of the agreement with Concordia University as presented.
- 6.8 Authorization for Board Travel/Conferences Action
It is recommended that the board authorize the submitted conference and travel by a board member.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on August 14, 2017.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, June 12, 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. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, Mr. Phillip Yarbrough, and Mr. Gregory Pierot. Ms. Claudia Alvarez 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. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Andrew Hanson, former RSCCD Student Trustee.

1.3 Administration of Oath of Allegiance to Gregory P. Pierot, 2017-2018 Student Trustee

Mr. Hanna administered the Oath of Allegiance to Mr. Gregory P. Pierot. The board welcomed him as the 2017-2018 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve addendums for Item 6.1 (Management/Academic Personnel) and Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye –Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

1.5 Public Comment

Ms. Michelle Barrera, Ms. Angie Cano, Ms. Amandaluz Cervantes, Ms. Yvonne Cervantes, Ms. Elsa Dominguez, Mr. Julian de la O, Ms. Maria Del Los Angeles Martinez, Mr. Abie Garcia, Ms. Renee Lancaster, Ms. Ivonne Mora-Cervantes, and Ms. Liliana Santos spoke regarding the Santa Ana College (SAC) College Promise. Ms. Barrios asked that Ms. Cano's email relating to this matter be attached to the minutes.

1.5 Public Comment (contd.)

Ms. Kristen Guzmán spoke regarding the district's negotiations with the Faculty Association of Rancho Santiago Community College District (FARSCCD).

Mr. Robert Hammond spoke regarding his son's parking ticket.

1.6 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Ms. Mendoza to approve the minutes of the meeting held May 30, 2017. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

1.7 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Labrado 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 Items 3.1, 3.2, and 3.3 (Instructional Agreements with SER, Jobs for Progress, Inc.) removed from the Consent Calendar by Mr. Hernandez. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

3.4 Approval of Designated Representative to serve as Official RSCCD Representative on the Rancho Santiago Adult Education Consortium for 2017-2018 Fiscal Year

The board approved Dr. Lori Fasbinder, Dean of Instruction and Student Services (Continuing Education), to serve as the official district representative on the Rancho Santiago Adult Education Consortium from July 1, 2017, through June 30, 2018.

3.5 Approval of Proposed Revisions for 2017-2018 Santiago Canyon College (SCC) Catalog

The board approved the proposed revisions for the 2017-2018 SCC catalog.

3.6 Approval of Memorandum of Understanding (MOU) between Rancho Santiago Community College District and Unity Middle College High School (UMCHS)

The board approved the MOU between RSCCD and UMCHS.

3.7 Approval of Renewal of Five-Year Instructional Services Agreement with Integrated Resources Institute

The board approved the Five-Year renewal of the Instructional Services Agreement with Integrated Resources Institute.

1.7 Approval of Consent Calendar (contd.)

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 May 16, 2017, through May 29, 2017.

4.5 Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. for Professional Design Services for Americans with Disabilities Act (ADA) Upgrades to District Office

The board approved the amendment to the agreement with Lentz Morrissey Architects, Inc. for professional design services for ADA upgrades to the district office as presented.

4.6 Approval of Amendment to Agreement with MHP, Inc. for On-Call Structural Engineering Services for various Facility Improvement Projects

The board approved the amendment to the agreement with MHP, Inc. for on-call structural engineering services for various facility improvement projects as presented.

4.8 Rejection of Bid #1323 for 17th Street and Bristol Street Parking Lot at Santa Ana College

The board rejected Bid #1323 for 17th Street and Bristol Street Parking Lot at SAC as presented.

4.9 Approval of Amendment to Agreement with Terracon Consultants, Inc. for Environmental Consulting Services for Orange Education Center (OEC) at Santiago Canyon College

The board approved the amendment to the agreement with Terracon Consultants, Inc. for environmental consulting services for OEC at SCC as presented.

4.10 Approval of Amendment to Agreement with WLC Architects, Inc. for Architectural and Engineering Services for U Portable Certification and Renovation Project at Santiago Canyon College

The board approved the amendment to the agreement with WLC Architects, Inc. for architectural and engineering services for the U Portable certification and renovation project at SCC as presented.

4.11 Approval of Lease between Rancho Santiago Community College District and St. Peter Evangelical Lutheran Church

The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

1.7 Approval of Consent Calendar (contd.)

4.12 Approval of Amendment No. 1 to Agreement for Charter Bus Services

The board approved Amendment No. 1 to extend the Charter Bus Services Agreement for an additional one (1) year term effective July 1, 2017, through June 30, 2018, with Silverado Stages, Inc.

4.13 Approval of Renewal for Landscape Maintenance Services

The board approved the renewal of the Landscape Maintenance Services Agreement for an additional one (1) year term effective July 1, 2017, through June 30, 2018, with Tropical Plaza Nursery, Inc. as presented.

4.14 Approval of Renewal for Transportation Services

The board approved the renewal of the Transportation Services Agreements for an additional one (1) year term effective July 1, 2017, through June 30, 2018, with Gold Coast Tours and Certified Transportation Services, Inc. as presented.

4.15 Approval of Independent Contractor

The board approved the following independent contractor: Growth Sector, Inc. to provide support services as required to meet the outcomes of the SATech grant objectives including maintaining a caseload of one hundred twenty (120) active students, direct the planning and implementation of activities, establish and implement recruitment processes and participant services such as tutoring, mentoring, retention services and assessment, coordinate and conduct program outreach, and collect and maintain statistical information. Dates of service are July 1, 2017, through June 30, 2018. The fee is estimated at \$72,000.

4.16 Approval of Purchase Orders

The board approved the purchase order listing for the month of April 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:

- Assessment, Remediation & Retention for Associate Degree Nursing Program (SAC) \$114,000
- Deputy Sector Navigator – Global Trade & Logistics (District) \$200,000
- Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District) \$200,000
- Deputy Sector Navigator – Retail Hospitality/Tourism/Learn and Earn (District) \$200,000
- Deputy Sector Navigator – Small Business (District) \$200,000
- Enrollment Growth for Associate Degree Nursing Program (SAC) \$ 97,000
- Los Angeles/Orange County Regional Consortium (District) \$370,000
- Santa Ana Middle College High School (SAC) \$100,000
- Sector Navigator – ICT/Digital Media (District) \$372,500

1.7 Approval of Consent Calendar (contd.)

5.2 Approval of Sub-Agreement between RSCCD and Coast Community College District/Coastline Community College for Deputy Sector Navigator Information and Communications Technology (ICT)/Digital Media Grant

The board approved 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 Approval of Sub-Agreement between RSCCD and North Orange County Community College District/Cypress College for Deputy Sector Navigator ICT/Digital Media Grant

The board approved 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.

5.4 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator ICT/Digital Media Grant

The board approved 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.

1.8 Recognition of Dr. Stephen Eastmond

The board recognized Dr. Stephen Eastmond, Professor of Physics, Santa Ana College, for his professional achievements and years of dedicated service to the campus community and the Rancho Santiago Community College District.

Ms. Alvarez arrived during the recognition of Dr. Eastmond. Ms. Barrios left the room following the recognition of Dr. Eastmond.

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to suspend the rules and consider Items 2.4 and 2.8 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

2.4 Reports from Student Presidents

Ms. Esther Chian, Student President, Santiago Canyon College, provided a report to the board.

2.8 Reports from Board Committee Chairpersons

Mr. Hanna provided a report on the May 23, 2017, Board Policy Committee meeting. Mr. Hanna advised Mr. Hammond that the Administrative Regulation on parking was being revised and a copy would be sent to him when finalized.

1.9 Public Hearing – 2017-2018 Tentative Budget

There were no public comments.

1.10 Public Hearing – Faculty Association of Rancho Santiago Community College
District Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

Ms. Barrios returned to the room at this time.

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, President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by each college president be attached to the minutes for each board of trustees' meeting.

2.3 Report from Student Trustee

Mr. Pierot provided a report to the board.

2.4 Reports from Student Presidents

Ms. Esther Chian, Student President, Santiago Canyon College, provided a report to the board following Item 1.8.

There was no representation from Santa Ana College.

2.5 Report from Classified Representative

Ms. Diane Hill, Administrative Clerk, Risk Management, RSCCD, provided a report to the board on behalf of the classified staff.

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

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to suspend the rules and consider Item No. 5.6 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

5.6 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the contract for consulting services with Townsend Public Affairs, Inc. as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

2.7 Informational Presentation on Tentative Budget

Mr. Hardash provided a presentation on the Tentative Budget to the board. Board members received clarification on items related to the Tentative Budget from Mr. Hardash. Mr. Yarbrough asked that the answers to the questions he asked be attached to the minutes. Ms. Barrios asked that the board receive updated multi-year projections at each board meeting.

2.8 Reports from Board Committee Chairpersons

Mr. Hanna provided a report on the May 23, 2017, Board Policy Committee meeting following Item 1.8.

3.0 INSTRUCTION

Items 3.4 through 3.7 were approved as part of Item 1.7 (Consent Calendar).

3.1 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Instructional Agreement with SER, Jobs for Progress, Inc. for basic skills training for program year 2017-2018 as presented. Mr. Hernandez recused himself from the vote due to a potential conflict of interest. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a vote of abstention by Mr. Hernandez due to a potential conflict of interest. Student Trustee Pierot's advisory vote was a vote of abstention.

3.2 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Instructional Agreement with SER, Jobs for Progress for vocational training for program year 2017-2018 as presented. Mr. Hernandez recused himself from the vote due to a potential conflict of interest. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a vote of abstention by Mr. Hernandez due to a potential conflict of interest. Student Trustee Pierot’s advisory vote was a vote of abstention.

3.3 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Citizenship Preparation

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Instructional Agreement with SER, Jobs for Progress for citizenship preparation for program year 2017-2018 as presented. Mr. Hernandez recused himself from the vote due to a potential conflict of interest. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a vote of abstention by Mr. Hernandez due to a potential conflict of interest. Student Trustee Pierot’s advisory vote was a vote of abstention.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.5, 4.6, and 4.8 through 4.16 were approved as part of Item 1.7 (Consent Calendar).

4.3 Adoption of Resolution No. 17-15 – Separate Bank and Investment Accounts

It was moved by Mr. Labrado and seconded by Ms. Barrios to adopt Resolution No. 17-15 – Separate Bank and Investment Accounts. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was a vote of abstention.

4.4 Approval of 2017-2018 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to approve the 2017-2018 proposed Tentative Budget as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was a vote of abstention.

4.7 Approval of Five Year Construction Plan (2019-2023), Final Project Proposals (FPPs) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the Five Year Construction Plan (2019-2023), FPPs, and IPPs for SAC and SCC as presented. Ms. Carri Matsumoto provided a presentation on the Five Year Construction Plan (2019-2023), FPPs, and IPPs for SAC and SCC. Board members received clarification on data related to the presentation from Ms. Matsumoto. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's advisory vote was a vote of abstention.

5.0 GENERAL

Items 5.1 to 5.4 were approved as part of Item 1.7 (Consent Calendar).

5.5 First Reading of Board Policies

The following board policies were presented for a first reading as an information item:

- BP 2015 – Student Member
- BP 2340 – Agendas
- BP 2345 – Public Participation at Board Meetings
- BP 3430 – Prohibition of Harassment
- BP 3820 – Gifts
- BP 7365 – Discipline and Dismissal – Classified Employees
- BP 7310 - Nepotism

5.6 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.

Item 5.6 was considered after Item 2.6.

5.7 Board Member Comments

Ms. Alvarez congratulated both colleges on successes highlighted at the commencements.

Ms. Alvarez, Ms. Barrios, and Mr. Hernandez expressed appreciation for the commencements and being a part of the end-of-year celebrations for students.

Mr. Pierot expressed his eagerness to work with the board and commented on the professionalism exhibited at the meeting. Board members welcomed Mr. Pierot.

5.7 Board Member Comments (contd.)

Mr. Yarbrough reported that the presentation he and Mr. Hernandez proposed for the upcoming Association of Community College Trustees' conference has been accepted and he looks forward to working on it with Mr. Hernandez.

Ms. Barrios expressed appreciation to Dr. Jones for his work with the board during his tenure.

On behalf of Congressman Lou Correa, Ms. Mendoza extended an invitation to his district office's open house on Monday, June 19, at 6 p.m. in Suite 319.

Ms. Mendoza and Mr. Hanna are hopeful that the district is able to resolve the issues with students who spoke regarding the SAC College Promise and asked the chancellor to keep the board informed on this matter.

Mr. Hanna thanked Ms. Mendoza for coordinating the United Mexican American Veterans Association event and expressed appreciation that the district was so well represented by the trustees who attended.

Mr. Hanna asked if it were possible to assist in publicizing Congressman Lou Correa's Open House.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:21 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
 - f. Educational Administrator Appointments
 - (1) President
 - g. Chancellor Annual Recommendations on the Nonrenewal/Renewal of Administrator Contracts and Board Discussion of Policy Implications
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
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

Mr. Pierot left the meeting at this time.

RECONVENE

The board reconvened at 9:15 p.m.

Closed Session Report

Ms. Barrios reported during closed session the board discussed public employment, anticipated/potential litigation, labor negotiations, and the chancellor's evaluation; and no reportable action was taken during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the following action on the management/academic personnel docket. Discussion ensued. It was agreed the board would convene a special meeting on June 26, 2017 at 5 p.m. to address the contracts for the chancellor and Dr. Hernandez, newly appointed president of Santiago Canyon College. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve 2017-2018 Chancellor Interim Salary Schedule
- Approve 2017-2018 Cabinet Interim Salary Schedule
- Approve 2017-2018 Management Interim Salary Schedule
- Approve 2017-2018 Administrator/Academic Supervisor Step Increases
- Approve 2017-2018 Management/Classified Supervisor/Confidential Step Increases
- Approve New Job Descriptions
- Approve Appointments
- Approve Appointments/Interim to Permanent
- Ratify Executive Management Contracts
- Approve Extensions of Interim Assignment
- Ratify Resignations/Retirements
- Approve 2017-2018 FARSCCD Interim Salary Schedules
- Approve 2017-2018 California School Employees Association (CSEA) 888 Interim Salary Schedules
- Approve 2017-2018 Continuing Education Faculty Association (CEFA) Interim Salary Schedule
- Approve 2017-2018 FARSCCD Contract Salary Step Increases
- Approve 2017-2018 CSEA 888 Step Increases
- Approve 2017-2018 FARSCCD Athletic Coaching Contract Stipends

6.1 Management/Academic Personnel (contd.)

- Approve 2017-2018 CSEA 888 Contract Stipends
- Approve 2017-2018 FARSCCD Coordinator Contract Stipends
- Approve 2017-2018 FARSCCD Contract Extension Days
- Approve Rehiring of Temporary Employees per Education Code 87470
- Approve Voluntary Workload Reductions
- Approve Leaves of Absence
- Approve 2016-2017 Contract Extension Days
- Approve Additional Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Summer Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez 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 2017-2018 CSEA Interim Salary Schedule
- Approve 2017-2018 Miscellaneous Salary Schedule
- Approve 2017-2018 CSEA Step Increases
- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Position
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, July 17, 2017.

There being no further business, Mr. Hanna declared the meeting adjourned at 9:33 p.m., in memory of Mr. Hernandez's cousin Alice Hernandez-Gaona.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 17, 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: June 12, 2017
To: Dr. Raúl Rodríguez
From: Peter J. Hardash and Adam O’Connor
Subject: Responses to Board Requests

From Trustee Phillip Yarbrough

I have no docket questions, only budget questions. I only want to know where the budget cuts are coming from. There is \$2m in cuts mentioned on the Chancellor’s Message on page 3 and I want to know where those cuts are.

There is a \$2.3m operational deficit which is being covered by our ending balance. There are some increases in overall revenue, (namely Other State), and no decreases in any expenditure category with the exception of Capital Outlay (-\$1.39m) and Transfers which declines a whopping \$5.9m.

Recap of Round 1 Cuts for the 2017-18 Tentative Budget					5/24/2017
	SAC	SCC	DS	Total	
ONGOING REDUCTIONS:					
Ongoing Salaries & Benefits	\$ -	\$ 21,382	\$ -	\$ 21,382	
Hourly Salaries & Benefits	\$ 234,768	\$ 51,381	\$ -	\$ 286,149	
Supplies	\$ 20,000	\$ 10,000	\$ 16,803	\$ 46,803	
Other Operating Costs	\$ 860,476	\$ 405,393	\$ 320,890	\$ 1,586,759	
Capital Outlay	\$ 20,000	\$ -	\$ 38,907	\$ 58,907	
Total Ongoing Reductions	\$ 1,135,244	\$ 488,156	\$ 376,600	\$ 2,000,000	
ONE-TIME REDUCTIONS*	\$ 1,135,244	\$ 488,156	\$ 376,600	\$ 2,000,000	
Total Reductions Round 1	\$ 2,270,488	\$ 976,312	\$ 753,200	\$ 4,000,000	
* - One-time reductions are held until adopted budget once 2016/17 fiscal year is closed and actual carryover funds are known.					

- The \$2.3 million spend down in 2016-2017 is the effect of the spending down of one-time funds carried over from the 2015-2016 fiscal year. This is not an operating deficit. The 2017-2018 Tentative Budget is a balanced budget with approximately \$345,179 in the black.

1. **What is the difference in Funds 11, 12 and 13, how do they differ?**

- These three internal funds represent the Combined General Fund. Fund 11 is the unrestricted ongoing general fund. This accounts for current year ongoing revenues compared to current year ongoing expenses. Fund 13 is the unrestricted one-time general fund revenues and expenditures. Fund 13 accounts for one-time revenues and expenditures, non-reoccurring, which also includes unrestricted unspent carryover funds from prior fiscal years. Fund 12 accounts for the restricted general fund including all categorical programs and grants.

2. **What is the definition of an Inter Fund Transfer (7300) and a Intra Fund transfer (7200)? I'm not being facetious, I need to know the definition in relationship to the \$5.9m.**

- Intrafund transfers (7200) are transfers within the Combined General Fund (Funds 11, 12 and 13) used to close grants and categorical programs. There are a number of these each year and they are generally very small. Interfund transfers (7300) are used to transfer between funds such as from the unrestricted general fund (Funds 11 and 13) to another fund such as capital outlay fund (Fund 41) or child development fund (Fund 33). Our ongoing budget appropriation transfer in Fund 11 totals \$1,750,000. One transfer of \$1.5 million is to the capital outlay fund for various capital outlay projects throughout the year and a second transfer, if necessary, for \$250,000 to the child development fund as a contingency plan. Though budgeted at \$250,000, the actual transfer to the child development fund the last two years has been \$140,000. In 2016/17, Santa Ana College also budgeted a \$6.25 million interfund transfer from their campus reserves to the capital outlay fund to help fund two upcoming capital outlay projects on campus. The Health Science Center, the \$42 million Russell Hall replacement project which was just added back to the state list of funded projects for 2017/18 by the state budget conference committee, will require a district match of \$22 million. The Chavez Hall building renovation will also require an addition of \$6-8 million to this project budget. Depending on the Santa Ana College budget status in 2017/18, there is a potential to add an additional interfund transfer for these projects.

3. **What comprises the \$1.39m cut in Capital Outlay? Is it 6253 Contractor Services on page 46 among other items in this category?**

- In the recap of budget reductions above, there was a \$58,907 reduction in this line item in ongoing funds. In addition, Santa Ana College budgeted approximately \$2.5 million in state instructional equipment purchases in one-time funds in 2016/17 and for the Tentative Budget, the college is anticipating remaining

unspent funds of \$745,215 to be spent in 2017/18 budget year. This is not related to line item 6253 on page 46.

4. **What is “interfund borrowing” as mentioned in item #5, page 103 of the Sound Fiscal Management checklist? Is there intrafund borrowing? How does the \$5.9m in Transfers not constitute this type of borrowing?**

- This question refers to the need for the general fund to borrow cash from other funds due to cash flow issues. The district is not experiencing cash flow issues in the general fund operations and therefore is not in need of borrowing cash from other funds. The transfers you are referring to are transfers out of the general fund to other funds and is not cash borrowing.

5. **What is one-time unrestricted Fund 13 as on page 31? Why is it not part of the other unrestricted Fund 13 on page 16?**

- We differentiate the general fund budget in a number of different formats in the budget document. First, we show the Combined General Fund which includes the combination of Funds 11, 12 and 13. We then show the Combined Unrestricted General Fund which includes the combination of Funds 11 and 13. Then we show each of those three funds separately. Fund 13 that shows on page 31 is the one-time unrestricted fund by itself. On page 16 it is combined with Fund 11.

My observations for 7200 and 7300 Transfers:

Pg. 16 7300 – no change in Fund 11 and 13 unrestricted

- The Combined Unrestricted General Fund shows a decrease in this line item due to the addition in 2016/17 of the transfer from campus reserves to capital outlay made by Santa Ana College as referenced in #2 above.

Pg. 22 7300 – no change in Fund 12 unrestricted

- This is actually Fund 11 and there is no change to our ongoing interfund transfers as referenced in #2 above.

Pg. 27 7300 – no change in Fund 12 restricted

Correct, there are no anticipated interfund transfers in Fund 12.

Pg. 31 7300 – -\$6.25m in Fund 13 unrestricted one-time and the fund is depleted

- This is the same decrease as noted on page 16 when combined with fund 11 and as referenced in #2 above.

Pg. 38 7300 – -\$400k in Fund 31 Bookstore

- This decrease in the bookstore fund transfer is due to an estimated reduction in sales and net income for the stores.

Pg. 81 7200/7300 – -\$1.05m in Transfers Out in Fund 79 Diversified Trust Fund

- In 2016/17 a one-time transfer out of Fund 79 to the capital outlay fund (41) was made to cover the cost of a safety project which will add 27 emergency blue pole phones throughout the district, replacing all call boxes as recommended by the public safety task force. Additionally the radio project is 800MHz county wide

communication recommended by the public safety task force to improve interoperability with local law enforcement. The cost will cover one time fees required to participate in the program as well as the purchase of radios for district safety officers and other users, as defined by the incident command structure to include M & O, student conduct, building captains/floor wardens, and campus leadership.

We have an estimated actual ending balance of \$32.3m (pg. 113). A \$13.7m budget stabilization is mentioned in the Tentative Budget Assumptions (pg. 85). We have a 5% contingency. How do these three reserve funds relate to one another?

- The ending balance on page 113 includes the restricted fund (12) which has an estimated ending balance of approximately \$3 million. The best place to see the breakdown on the remaining \$29 million can be found on page 16 in the 7900 section. In this recap, line item 7930 represents the 5% Board Policy Contingency of \$8.95 million and line item 7950 is the budget stabilization fund of \$13.7 million. There is no spend down of the Budget Stabilization Fund proposed in the Tentative Budget.

Are all part of the ending balance?

- Yes, these amounts are all components of the ending balance.

Where is the \$13.7m itemized if anywhere?

- Line item 7950 on page 16.

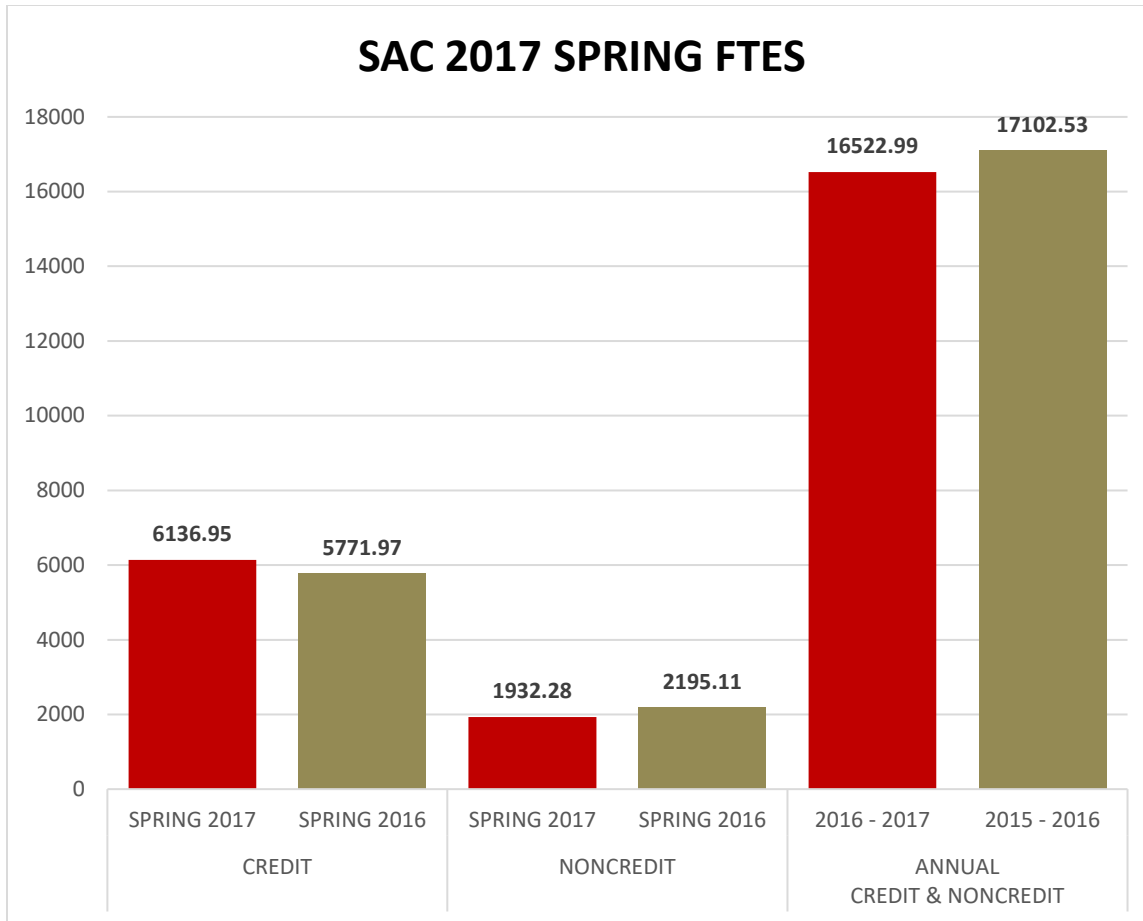
And do tell me where the 5% contingency can be found, I can't locate it.

- Line item 7930 on page 16.



SAC 2017 SPRING ENROLLMENT SNAPSHOT

Date: 06/08/17



SPRING SEMESTER	2016/2017	DIFF	PCT
CREDIT TARGET	6754		
CREDIT PROJECTION	6633.04	-120.96	-2%
NONCREDIT TARGET	2465		
NONCREDIT PROJECTION	2074	-391	-16%
COMBINED ANNUAL TARGET	20362		
COMBINED ANNUAL PROJECTION	19115.18	-1246.8	-6%

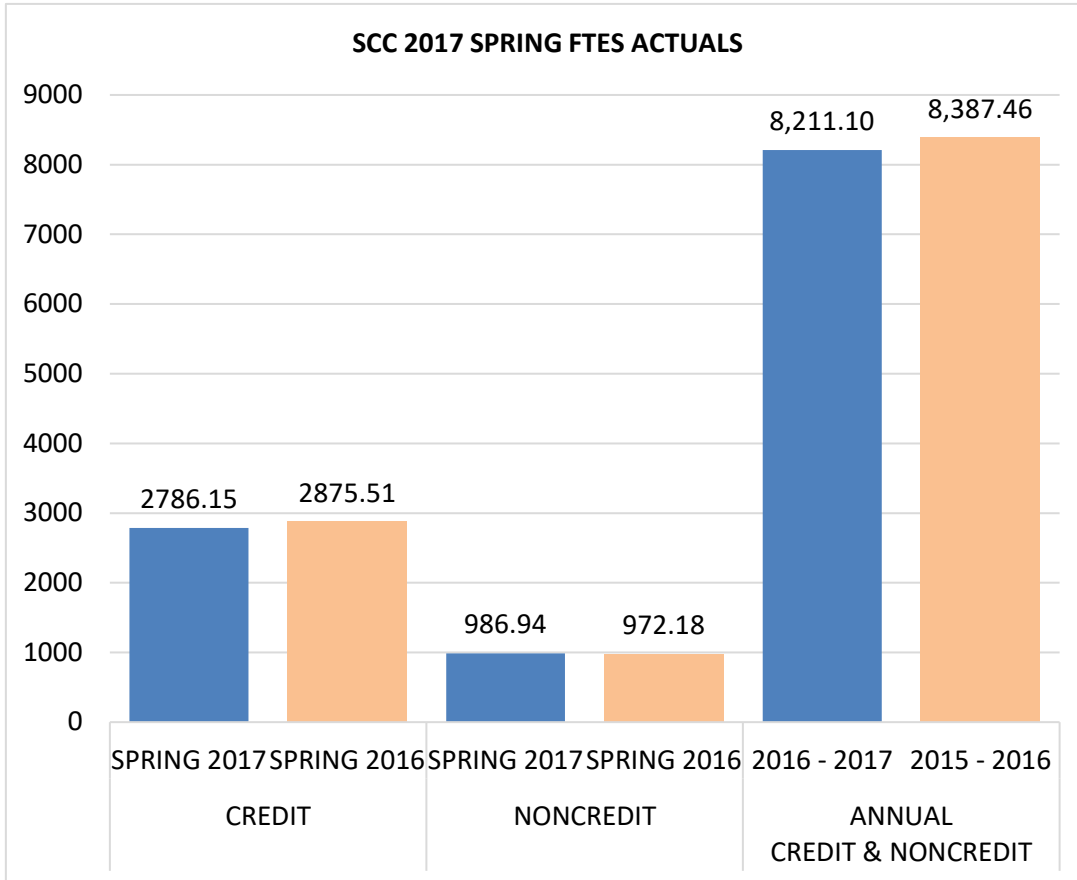
SOURCES:

Executive Dashboard
RG540 report



SCC 2017 SPRING ENROLLMENT SNAPSHOT

Date: 06/09/17



SPRING SEMESTER	2016/2017	DIFF	PCT
CREDIT TARGET	2896		
CREDIT PROJECTION	2816	-80	-3%
NONCREDIT TARGET	1103		
NONCREDIT PROJECTION	1103	0	0%
COMBINED ANNUAL TARGET	8571		
COMBINED ANNUAL PROJECTION	8373.94	-197.06	-2%

SOURCES:

Executive Dashboard
RG540 report

From: Angie Cano
To: [Love, Janice](#)
Cc: [Zeke Hernandez](#); [Adchristy, John Hanna](#); [# Board of Trustees](#); [Rose, Linda](#); [roseiavila](#); [abie](#); [mirey](#); [renee](#); [Anthony Saba](#); [Oliver Sicat](#); [Evelyn Castro](#); [Michelle Anderson](#); [Ralph Opacic](#)
Subject: College Promise
Date: Monday, June 12, 2017 11:30:23 AM

Hi Janice,

My name is Angie, and I am a resident from Santa Ana, California. I am concerned because my little brother attends a public charter school in Santa Ana and has been excluded from SAC's "College Promise." While my brother attends a high performing charter schools, he would like to attend a local college. Your "College Promise" does not support us as Santa Ana residents and has caused my little brother to face a lot of barriers going to college so that he can become a teacher.

<https://www.sac.edu/newsroom/Pages/Santa-Ana-Partnership-Announces-Tuition-Free-Freshman-Year-at-Santa-Ana-College.aspx#.WT7dJWjyteU>

My question is, how many Santa Ana residents applied to your college in the past 3 years? Also, how many of those of students attended public charter schools? Lastly, who is funding the "College Promise", and why are so many Santa Ana residents excluded?

Thank you

-Angie

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – President’s Office

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Revised Mission Statement for Santa Ana College	
Action: Request for Approval	

BACKGROUND

For good practice and to adhere to accreditation standards, SAC reviews its mission statement periodically and revises it as needed. SAC initiated this process at its February 22, 2017 retreat. Since that date, the Academic Senate, CSEA, SAC Management Council, ASG and the College Council have participated in developing a slightly revised mission statement. On June 2, 2017, two drafts were presented to the campus for a vote and one successfully emerged.

ANALYSIS

This revised statement must reaffirm the mission and commitment of Santa Ana College to all of our students, community, employees and educational partners through the various services the college provides. Therefore, the following amended revised statement is presented for approval:

“Santa Ana College inspires, transforms, and empowers a diverse community of learners.”

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised mission statement for Santa Ana College as presented above thereby authorizing the college administration to publish this revised mission statement in various documents and public notices.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Linda D. Rose, Ed.D., President, Santa Ana College	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph. D., Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Proposed Revisions for the 2018 – 2019 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2017. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana 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 2018 – 2019 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: July 17, 2017

TO: Linda D. Rose, Ed.D., President

FROM: Brian Sos, Ph.D., Chair of Curriculum and Instruction Council
Monica Zarske, Co-Chair of Curriculum and Instruction Council

RE: Approval of Proposed Revisions for the 2018 – 2019 Santa Ana College Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum & Instruction Council. All changes to academic policies, courses, and programs are reviewed by the Division Curriculum Committees before action is taken by the Council.

The Curriculum & Instruction Council is chaired by Dr. Brian Sos and Monica Zarske. Membership includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative, and the Curriculum Specialist.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic policies have been reviewed, revised, and are now recommended by the Curriculum and Instruction Council:

NEW COURSES

Nine (9) new courses were approved because of new and/or expanded programs or major changes in the discipline.

* (See Attachment #1)

REVISED COURSES

Fifty-five (55) course revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #2)

DELETED COURSES

Eight (8) courses previously offered at SAC and CEC were removed from the catalog because they were outdated and/or had not been offered for three to five semesters.

* (See Attachment #3)

DISTANCE EDUCATION OFFERINGS

Eight (8) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These course were designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

* (See Attachment #4)

NEW PROGRAM/CERTIFICATE

One (1) new program/certificate was approved.

* (See Attachment #5)

REVISED PROGRAMS/CERTIFICATES

Seven (7) program/certificate revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #6)

DELETED PROGRAMS/CERTIFICATES

Four (4) programs/certificates previously offered at SAC and CEC were removed from the catalog because they were outdated and/or had not been offered for three to five semesters.

* (See Attachment #7)

GENERAL EDUCATION REQUIREMENTS UPDATES

* (See Attachment #8)

* Listings are attached

NEW COURSES

CATALOG 2018 – 2019

SANTA ANA COLLEGE

1	CDEV	206	Curriculum and Intervention Strategies
2	CJ	101H	Honors Introduction to Criminal Justice
3	CJ	103H	Honors Concepts of Criminal Law
4	CJ	109H	Honors Community Interaction
5	DNCE	290	Choreography for the Camera
6	DNCE	291	Dance Film Production
7	MA	030	Phlebotomy
8	THEA	257	Motion Picture Performance Production III
9	THEA	258	Motion Picture Performance Production IV

CONTINUING EDUCATION

None

REVISED COURSES**CATALOG 2018 – 2018****SANTA ANA COLLEGE**

1	ART	159A	Ceramic Color Decoration: Low Temperature
2	CHEM	249	Organic Chemistry I
3	CJ	098	Topics Course
4	CJ	101	Introduction to Criminal Justice
5	CJ	102	Introduction to Corrections
6	CJ	103	Concepts of Criminal Law
7	CJ	104	Prison Experience
8	CJ	105	Legal Aspects of Evidence
9	CJ	106	Coroner Death Investigations
10	CJ	107	Principles and Procedures in the Criminal Justice System
11	CJ	108	Crime Scene Investigation
12	CJ	109	Community Interaction
13	CJ	110	Street Gangs
14	CJ	148	Report Writing for Criminal Justice Personnel
15	CJ	198	Topic Course
16	CJ	205	Criminal Investigation Principles
17	CJ	209	Organized Crime
18	CJ	210	Drug Abuse and Criminal Justice
19	CJ	220	Juvenile Delinquency and Control
20	CNSL	116	Career/Life Planning and Personal Exploration
21	CULN	200	Business Practices for Culinary Arts Professionals
22	DNCE	180	Professional Studio Practices
23	EMLS	112	Advanced Composition
24	ERTH	115	Earth Science for Educators

25	JAPN	101	Elementary Japanese I
26	MA	001	Cooperative Work Experience Education-Occupational
27	MA	051A	Beginning Medical Terminology
28	MA	051B	Advanced Medical Terminology
29	MA	054	Medical Insurance and Billing Forms
30	MA	055	Medical Assistant-Clinical Back Office
31	MA	056	Computer Applications for the Medical Office
32	MUS	115C	Applied Music (Private Instruction)
33	MUS	217	Advanced Harmony and Composition II
34	MUS	145	Jazz Improvisation and Performance Workshop
35	MUS	115A	Applied Music (Private Instruction)
36	MUS	115B	Applied Music (Private Instruction)
37	MUS	115D	Applied Music (Private Instruction)
38	MUS	216	Advanced Harmony and Composition I
39	PARA	107	Principles and Procedures in the Criminal Justice System
40	READ	096	Individualized Reading Skills
41	READ	198	Topics

CONTINUING EDUCATION

42	HSMTH	154	Pre-Algebra A
43	HSMTH	155	Pre-Algebra B
44	HSMTH	159	Math Fundamentals 2
45	HSMTH	165	Algebra 2A
46	HSMTH	166	Algebra 2B
47	HSMTH	167	Geometry A
48	HSMTH	168	Geometry B
49	HSMTH	173	Basic Consumer Math 1B
50	OAP	457	Music Arts for Older Adults

51	OAP	518	Creative Cooking for Older Adults
52	OAP	802	Seminar for Older Adults
53	OAP	823	Manipulative Skills for Older Adults
54	PRNT	528	Increasing Parent Awareness of U.S. Schools
55	VHLTH	100	Topics in Health Services

COURSE DELETIONS

CATALOG 2018 – 2019

SANTA ANA COLLEGE

- | | | | |
|---|------|-----|--|
| 1 | CJ | 198 | Terrorism |
| 2 | CMST | N53 | Advanced American English Pronunciation Skills |
| 3 | CMST | N54 | Accent Reduction |
| 4 | CMST | 096 | American English Listening Skills |
| 5 | EDUC | 209 | Roles and Responsibilities of the Special Education Paraprofessional |
| 6 | EDUC | 211 | Classroom Practices for Diverse Learners |
| 7 | PHAR | 084 | Sterile Products Update |
| 8 | READ | 091 | Reading for Meaning-U.S. History |

CONTINUING EDUCATION

None

DISTANCE EDUCATION OFFERINGS

CATALOG 2018 – 2019

SANTA ANA COLLEGE

- 1 CMPR 167 Microsoft Access
- 2 CNSL 116 Career/Life Planning and Personal Exploration
- 3 JAPN 101 Elementary Japanese I
- 4 MA 030 Phlebotomy
- 5 MA 051A Beginning Medical Terminology
- 6 MA 051B Advanced Medical Terminology
- 7 MATH 160 Trigonometry
- 8 MATH 180 Single Variable Calculus I

CONTINUING EDUCATION

None

NEW PROGRAM/CERTIFICATE

CATALOG 2018 – 2019

SANTA ANA COLLEGE

1 Supporting Children with Special Needs Certificate of Proficiency

CONTINUING EDUCATION

None

REVISED PROGRAMS/CERTIFICATES

CATALOG 2018 – 2019

SANTA ANA COLLEGE

- 1 Associate in Science in Administration of Justice for Transfer
- 2 Associate in Science in Nutrition for Transfer
- 3 Corrections Officer Program Certificate of Proficiency
- 4 Criminal Justice Option Degree
- 5 Elementary Education (Pre-Professional) Degree
- 6 Law Enforcement Option Certificate of Achievement
- 7 Medical Assistant – Administrative/Clinical Degree

CONTINUING EDUCATION

None

PROGRAMS/CERTIFICATES DELETIONS

CATALOG 2018 – 2019

SANTA ANA COLLEGE

None

CONTINUING EDUCATION

- 1 Basic Clerk 1 Certificate of Completion
- 2 Basic Clerk 2 Certificate of Completion
- 3 Intermediate Clerk Certificate of Completion
- 4 Retail Sales Clerk Certificate of Completion

SANTA ANA COLLEGE

CATALOG 2018 – 2019

**GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE
DEGREE – PLAN A**

Area: B – Social and Behavioral Sciences

- CJ 101H was added.

**GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA
STATE UNIVERSITY – PLAN B**

Area: D – Social Sciences

- CJ 101H was added.

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER
CURRICULUM – PLAN C**

Area: 4 – Social and Behavioral Sciences

- CJ 101H was added.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Science, Math and Health Sciences Division

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Memorandum of Understanding with the Center for Innovation in Education, d/b/a Base ₁₁	
Action: Request for Approval	

BACKGROUND

Base₁₁ is committed to solving the challenge of growing science, technology, engineering and mathematics (STEM) talent, focusing on underrepresented women and ethnic minorities.

Base₁₁ is a non-profit, 501c3. This organization connects employers, academic institutions and entrepreneurial opportunities with high-potential, low-resource students who have shown interest and talent but lack the access and resources needed to realize their greatest potential.

Base₁₁ connects businesses, educational institutions and business opportunities in three ways:

1. Providing yearlong internships and paid summer fellowships at world-class research institutions with mentorship, exposure to high-tech labs and experience with graduate level research projects.
2. Providing a STEM Entrepreneur Program which is a 16-week curriculum driven program that fuels the scientific leaders of tomorrow.
3. Providing STEM workforce development in job-specific training and apprenticeships for STEM careers.

ANALYSIS

By partnering with Base₁₁, SAC would gain practical access and hands-on experience for STEM pathway students. The partnership would provide our students valuable research and entrepreneurial experiences at world-class research universities and STEM-based businesses. SAC anticipates an increase in FTES and retention from the opportunities available to students.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Center for Innovation in Education, d/b/a Base₁₁ as presented.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Michelle Priest, Ed.D., Dean of Science, Math and Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into this 18th day of July 2017, by and between the Center for Innovation in Education, dba Base 11 ("B11"), a not for profit 501(c)3 corporation and Rancho Santiago Community College District, on behalf of Santa Ana College ("Affiliate Partner"), collectively referred to as the "Parties".

RECITALS

- A. Whereas, a mutual goal of the Parties is to educate and empower high potential, low resource students with real world, hands-on training and experiences in STEM-based academic, career training, entrepreneurial enterprises.
- B. Whereas, Base 11 has developed human and economic capital, curricula, private and institutional partnerships that support the advancement of STEM based education, job training and entrepreneurial innovation.
- C. Whereas, Affiliate Partner desires to utilize the B11 Fellowship and Academic Year-Round Internships programs and partnerships in support of and to supplement their educational offerings to the public.

The Parties to this Memorandum agree as follows:

1. Responsibilities of Base 11:

- a. Base 11 will provide adequate funding, program management, and executive resources needed to fulfill its role in the implementation of the B11 Fellowship and Academic Year-Round Internships programs.
- b. Base 11 to list Affiliate Partner as an affiliate Partner of Base 11 on the company website and print materials related to the agreed upon program.

2. Responsibilities of Affiliate Partner:

- a. In collaboration with Base 11, promote its programs which provide high potential low resource students with hands on training, education and mentorship in STEM related fields.
- b. Provide Base 11 with the appropriate single point of contact(s) needed to support its role in the program partnership who will be responsible for student recruitment, outreach and application support; marketing and communications; overall partner relationship and joint funding development opportunities.

3. General Terms:

- a. Term of Memorandum. This Memorandum will be in effect for 5 years from the date of signing unless superseded by a Definitive Memorandum or terminated pursuant to section 3(b).
- b. Termination. Either party may cancel this Memorandum without cause with a 60-day advanced written notice. Notwithstanding the foregoing, if notice is given during an active program or course, the termination shall not be effective until those students currently enrolled have the opportunity to complete the program or course.
- c. Notices. Any notice, demand, or request with respect to this Memorandum shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

If to Base 11: Ingrid Ellerbe
600 Anton Blvd., Suite 1100,
Costa Mesa, CA 92626
email: ingridellerbe@base11.com

if to Affiliate: Dr. Linda Rose
1530 17th Street
Santa Ana, CA 92706-3398
email: Rose_Linda@sac.edu

- d. No Joint Venture. This Memorandum does not create a joint venture, partnership or agency relationship between the parties and neither party has the authorization or right to bind the other party to any obligation of any sort or nature whatsoever without such party's express written consent. Use of the term "partner" or "partnership" refers to the Parties' willingness to work with and assist each other and is not intended to create a legal partnership entity under statutory or common law.
- e. Mutual Indemnification. Affiliate Partner and Base 11 agree to defend, indemnify and hold harmless each other from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its directors, officers, agents, or employees.
- f. Insurance: Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability in the amount of \$1,000,000 per occurrence.
- g. Use of Logos and Trademarks. Affiliate Partner will provide Base 11 with specific language describing the relationship between Base 11 and Affiliate Partner to be used in its marketing, recruitment, and publicity materials. Base 11 and Affiliate Partner will submit to each other's Marketing Departments all materials that use the other Party's name and/or logo for review and approval prior to publication in a print or online format. No other use may be made of the other Party's logos and trademarks. Each Party shall retain all ownership rights in their respective logos and trademarks.
- h. Media Publications. Both Parties will collaborate on any public announcements, press inquiries and media-related activities related to the agreement or the services provided through the agreement. Base 11 will designate a contact person to work with the Affiliate Partner's Director of Marketing and Communications on media and marketing issues.
- i. Entire Memorandum. This Memorandum constitutes the entire Memorandum and understanding of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and writings, and there are no other Memorandums of Understanding, oral or written, between the parties with respect to the subject matter hereof. This Memorandum may not be amended, altered or modified except in writing signed by the parties.
- j. Modifications of this Agreement. This Agreement may only be modified by written consent and executed by both Parties. Also, consent may not be withheld without reasonable justification.

"B11"
Center For Innovation In Education
College
dba Base 11

Affiliate Partner
Rancho Santiago CCD, on behalf of Santa Ana

By: _____

by: _____

Its: _____

Its: _____

Peter J. Hardash
 Vice Chancellor, Business Operations/Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of New Clinical Affiliation Agreement for the Occupational Therapy Assistant Program with Atlantic Memorial Healthcare Associates, Inc., dba Atlantic Memorial Healthcare Center	
Action:	Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is a new clinical affiliation agreement for the Occupational Therapy Assistant program. The Occupational Therapy Assistant Program will place no students at the site prior to Board approval.

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This clinical affiliation agreement shall be effective for one (1) year with automatic renewals for a total of four (4) additional years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the clinical affiliation agreement. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new clinical affiliation agreement for the Occupational Therapy Assistant Program with Atlantic Memorial Healthcare Associates, Inc., dba Atlantic Memorial Healthcare Center in Long Beach, California.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Clinical Affiliation Agreement

AGREEMENT EFFECTIVE DATE:	April 10, 2017
FACILITY:	Atlantic Memorial Healthcare Associates, Inc., dba Atlantic Memorial Healthcare Center 2750 Atlantic Avenue, Long Beach, CA, 90806, USA
ACADEMIC INSTITUTION:	Rancho Santiago Community College District on behalf of Santa Ana College 2323 N. Broadway, Santa Ana, CA, 92706, USA

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into by and between the above-named Academic Institution ("Institution") District and Facility ("Facility"), each a ("Party") and collectively referred to herein, as (the "Parties"), as of the date signed by the Parties ("Effective Date"), with respect to the following:

RECITALS

WHEREAS, the Parties intend by way of this Agreement, to set forth the terms and conditions whereby Facility agrees to allow select students from Institution's learning programs ("Students") the opportunity to gain, practical, hands-on experience through a clinical education rotation at Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Institution and Facility agree as follows:

1. Purpose

- 1.1. Institution offers a classroom based educational program which, in part, requires a hands-on practical learning experience (hereafter "Program") for its Students and requires a clinical setting, whereby Students can apply the skills taught in the classroom within a hands-on clinical environment.

2. Responsibilities Of Institution

- 2.1. Institution, with consultation of representatives of Facility, shall agree on the specific outline for an educational program which allows Institution's Students to achieve discipline-specific goals and objectives related to the Program, at least ten (10) days prior to arrival of Student(s) at Facility and which will allow Facility time to adequately plan and prepare for each Student's clinical rotation.
- 2.2. Facility will reasonably assist Institution, when requested, in the evaluation process of each Student's clinical rotation.
- 2.3. Institution will provide to Facility, at least ten (10) days prior to arrival of Students, the following information: name of Student(s), rotation schedule, necessary attendance and all other relevant information which Facility should be aware of as it pertains to the Students.
- 2.4. Institution will inform and explain to Students, that during their clinical rotation at Facility, each Student will be under the jurisdiction of Facility managers, directors and administrators and that each Student must follow the rules and compliance policies of Facility, to the fullest extent, to ensure a safe

environment for the Facility's patients, the Institution's Students and the employees of Facility. Institution shall prescribe the type of uniforms worn by Students, including name tags, and all other proper identification, in keeping with the requirements of the Facility and applicable law. Institution acknowledges that they have received or downloaded a copy of Facility's code of conduct and compliance hotline information, and that Students may be required by Facility to complete compliance and training prior to arriving at the Facility.

- 2.5. Institution will require that each Student prior to starting their clinical rotation at Facility, shall meet the same physical examination and immunization requirements as those applied to Facility employees, which includes; a current vaccination card and a TB test, within the last twelve (12) months, along with all other necessary vaccinations required by state or federal law.
- 2.6. Institution will ensure its Students participating in the Program, are instructed on both federal and state laws which protect the confidentiality of each patient at Facility, and that Protected Health Information ("PHI") as defined within the HIPAA Rules, shall not be disclosed to any third party without a legal obligation and a need to know, or by a lawful order of a court of competent jurisdiction. Institution will further inform Students that any breach of such PHI, based wholly or in part by a Students negligence or willful misconduct, could subject such Student to personal liability for damages sustained by a third party, for which Facility explicitly will not indemnify Student or Institution against.
- 2.7. Institution will determine the course of action, if a Student is determined unacceptable for the Program by either Institution or Facility. Institution will immediately withdraw a Student from the clinical rotation at Facility if, after consultation with Facility, either Party determines such action to be warranted. Institution will provide Facility written notification of such withdrawal.
- 2.8. Institution shall be solely responsible to conduct the overall education program for its Student(s) and Facility makes no guarantee or warranty of suitability of the training each student may receive.
- 2.9. Institution shall provide a suitably credentialed instructor, satisfactory to Facility, who will be a point of contact for Students while on Clinical Rotation at Facility.
- 2.10. Institution shall ensure each Student has had a drug test within the last twelve (12) months, and Institution student is required to provide confirmation of a negative drug screen to Facility prior to Students start date at Facility. Additionally, Institution shall require each Student to have a background check completed prior to starting a clinical rotation at Facility.
- 2.11. Facility has determined that it is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. For purposes of compliance with HIPAA, Students of Institution shall function as part of the Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Institution shall insure that the assigned Students are familiar with HIPAA requirements prior to their assignment to the Facility.
- 2.12. For Students who incur injuries while on clinical rotation at Facility, Facility shall procure initial emergency medical treatment at Student's sole expense. Students shall carry their own health insurance coverage or otherwise maintain financial responsibility for their own health care costs.

3. Responsibilities of Facility

- 3.1. To the extent practical and consistent with Facility's operations, Facility will provide a suitable environment for learning experiences and observations, appropriate for Student(s) relating to their educational program, in accordance with the mutually agreed upon educational objectives and guidelines outlined between Institution and Facility.
- 3.2. Facility will provide the facilities, equipment, and supplies which are necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.

- 3.3. Facility reserves the right, exercisable in its discretion, after consultation with Institution to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Article Six, herein.
- 3.4. Facility will keep the Institution informed of any policy changes which may affect the Institution and its Students.
- 3.5. Facility agrees to provide reasonable cooperation to help insure the success of the Institution's Program.

4. Term and Termination

- 4.1. This Agreement is for a term of one year and will be automatically be renewed for one year for a maximum of up to five (5) years, beginning on the Effective Date and terminating June 30, 2022, unless written notice of termination is given by either Party pursuant to Article 4.2, herein.
- 4.2. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations; or the occurrence or existence of any condition, practice, procedure, action, inaction, or omission of, by or involving Institution faculty, staff, and/or Students which, in the reasonable opinion of Facility, constitutes either a threat to the health, safety and welfare of any patient, resident, Facility employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility or material agreement governing Facility's operation, then Facility shall have the right to summarily and immediately terminate this Agreement upon written notice to Institution delivered to the address set forth herein for notices.
- 4.3. All notices which are required or which may be given pursuant to this Agreement, shall be in writing and shall be sufficient in all respects, if given in writing and delivered personally or by registered or certified mail, return receipt requested, or by a comparable commercial delivery system, and notice shall be deemed to be given on the date hand-delivered or on the date which is three (3) business days after the date deposited in the United States mail, or with a comparable commercial delivery system, with postage or other delivery charges thereon prepaid, at the addresses first set forth hereinabove or such other addresses as the Parties may designate by written notice to the other from time to time. For a notice from Institution to Facility to become effective, a true and complete copy of such notice shall be simultaneously delivered by Institution, to: Ensign Services, Inc., Attn: General Counsel, 27101 Puerta Real, Suite 450, Mission Viejo, CA 92691. Notice of termination from Facility to Institution shall be directed to the address first indicated above.

5. Liability

- 5.1. Each party agrees to defend, indemnify, and hold the other party, its corporate parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation reasonable attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with the acts or omissions of the indemnifying party, to the extent that such costs and liabilities are alleged to result from its negligence or willful misconduct. The indemnifying party explicitly agrees not to admit fault on behalf of the other party without the express written consent of the indemnified party. A party receiving notice of a claim or potential claim, loss, lawsuit or demand shall send written notice to the other within ten (10) business days, and shall fully cooperate in the defense thereof, by counsel mutually acceptable to the parties. The indemnified party shall have the right but not the responsibility and at its own cost and expense, to retain separate counsel of its choosing. The parties' rights to indemnification set forth in this Article 8 are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

6. Insurance

- 6.1.** Each Party shall at all times carry general liability and professional liability insurance, or shall self-insure for liability with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering its activities in connection with this Agreement. Insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to Facility.
- 6.2.** Each Student shall be required prior to starting their clinical rotation, to have in-place or purchase, a professional liability insurance policy to cover his/her activities in connection with the Program in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000, and shall provide a certificate of insurance to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement. In the alternate, Institution may provide a policy of Professional Liability for its Students which is non-cancellable without 30-days prior notice to Facility.
- 6.3.** Institution shall provide workers' compensation coverage for their students while they are participating in this program.

7. Non-Discrimination

- 7.1.** Each Party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Program. Neither Party will discriminate against any student or other protected person in the Program on the basis of; race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

8. Consideration

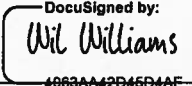
- 8.1.** Under the terms of this Agreement, neither Party is obligated to make payments, of any kind, to the other Party and non-monetary consideration, as agreed to herein by the Parties, shall be deemed sufficient under the rule of law to form a valid and binding agreement between the parties.
- 8.2.** Services rendered by Students covered by this Agreement are considered only to be voluntary educational experience, necessary for the completion of Institutions Program; therefore, no monetary compensation shall be paid to Students by Facility, or patients thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among the Institution, the Facility, and the Students.

9. Miscellaneous

- 9.1.** All individuals who are agents or contractors of the Facility are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the Facility to the Secretary of the U.S. Department of Health and Human Services and one or more law enforcement entities for the political subdivision in which the Facility is located. If the events that cause the suspicion result in serious bodily injury, the report shall be made no later than two hours after forming the suspicion. If the events that cause the suspicion do not result in serious bodily injury, the report shall be made no later than 24 hours after forming the suspicions or as otherwise required by law.
- 9.2.** This Agreement shall be governed by and construed under the laws in which the Facility is physically located.
- 9.3.** This Agreement which contains no exhibits or schedules, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.
- 9.4.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by any party.

- 9.5.** Notice Regarding the Elder Justice Act. All individuals who are agents or contractors of the Facility are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the Facility to the Secretary of the U.S. Department of Health and Human Services and one or more law enforcement entities for the political subdivision in which the Facility is located. If the events that cause the suspicion result in serious bodily injury, the report shall be made no later than two hours after forming the suspicion. If the events that cause the suspicion do not result in serious bodily injury, the report shall be made no later than 24 hours after forming the suspicions.
- 9.6.** This Agreement has been negotiated by and between Institution and Facility in an arms-length negotiation, and both Parties are responsible for its drafting. Both Parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the Parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either Party, but in accordance with the plain language and intent hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provision hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.
- 9.7.** Institution shall take commercially reasonable care to preserve the confidentiality of all private, confidential and/or proprietary information disclosed to or discovered by Institution in connection with this Agreement, including, without limitation, non-public financial information, manuals, protocols, policies, procedures, marketing, and strategic information, Facility lists, computer software, training materials, resident/patient health information, resident/patient records, and resident/patient care and outcomes data ("Confidential Information") as required by law. Institution shall not use for its own commercial benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any Confidential Information without prior written consent from Facility. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to Facility. Institution and Facility shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.
- 9.8.** The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 9.9.** Time is of the essence of this Agreement and every term and condition hereof.
- 9.10.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

Rancho Santiago Community College District on behalf of Santa Ana College	Atlantic Memorial Healthcare Associates, Inc., dba Atlantic Memorial Healthcare Center
Sign: _____	Sign:  4083AA42B46D4AF...
By: <u>Peter J. Hardash</u> Vice Chancellor Business Operations & Fiscal Services	By: <u>wil williams</u> Authorized Agent 2017-06-06
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Nursing Program Affiliation Agreement – South Coast Global Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed affiliation agreement with South Coast Global Medical Center, located in Santa Ana, California, will yield appropriate clinical activities for the program.

ANALYSIS

The affiliation agreement covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The agreement has been reviewed by the college and district. The affiliation agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Nursing Program Affiliation Agreement with the South Coast Global Medical Center, located in Santa Ana, California.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, MA, Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of July 1, 2017 (the “Effective Date”) between Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College (“School”), and South Coast Global Medical Center, Inc., a California corporation doing business as South Coast Global Medical Center (“Hospital”). School and Hospital may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

RECITALS:

A. School has established a degree program in the field of Registered Nursing.

B. Hospital operates an acute care facility licensed in the State of California (“State”).

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of students and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (collectively "Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for directing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall direct the Program Participants assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the Program Participant complete training regarding Hospital's patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, Program Participant that completed the training with the applicable date ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Certification.** Prior to a Program Participant's first assignment at Hospital, School shall provide a completed "Clinical Profile" as proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all Program Participant in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

i. **Criminal Background Verification.** Each Program Participant shall be required to submit to criminal background check as a condition of participation in the Program. School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that the Program Participant meets all required standards and is suitable to perform patient care as outlined in the Agreement. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate with School to establish rotation and assignment. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation, including workers' compensation or employee benefit programs, or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, Hospital and School shall work to resolve

the situation and, after five (5) days' time, said Program Participant's participation in the Program shall cease.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. School shall indemnify, defend and hold Hospital harmless in the event of any dispute or claim associated with any third-party determination that an employer/employee relationship exists between Hospital and a Program Participant.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to the their respective legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with either party or any of its affiliates), neither Hospital, School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other parties in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other

party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Regulations"), as well as applicable state privacy laws. Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Program Participant for purposes of providing treatment to Hospital patients or training a student to be a health care provider. A Program Participant may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A Program Participant may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the Program Participant's training program for training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A Program Participant may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information received from Hospital, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required by law.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protected information, in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protection information, in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

8. **INSURANCE.**

a. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, general and professional liability insurance, covering themselves and their respective employees and agents. School shall either provide coverage on behalf of Program Participants or require Program Participants to secure such coverage. If Program Participants provide coverage on their own behalf, such coverage must be placed with an insurer reasonably satisfactory to Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be for three (3) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. ENTIRE AGREEMENT; MODIFICATION. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY. Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If a court of competent jurisdiction hereof holds any term or provision void or invalid for any reason, such invalidity shall not affect the remainder of this Agreement.

12. INDEMNIFICATION. Each party shall indemnify, hold harmless, and defend the other party, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including without limitation, reasonable attorneys' fees (collectively "Claims"), whether or not covered by insurance, incurred by the other party in defending or compromising actions brought against the other party, its

officers, directors, employees, or agents, to the extent such Claims arise out of or are related to, directly or indirectly, any breach by indemnifying party or its employees or agents of any of the covenants, representations or warranties contained in this Agreement or any act or omission of indemnifying party or its employees or agents. For the purposes of this Agreement, agents of School include, without limitation, all Program Participants.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State. The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **ASSIGNMENT; BINDING EFFECT.** School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

With copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Vice Chancellor, Business Operations/
Fiscal Services

If to Hospital: South Coast Global Medical Center
2701 S. Bristol Street
Santa Ana, CA 92704
Attn: Chief Executive Officer

With copy to: KPC Healthcare. Inc.
1301 N. Tustin Ave.
Santa Ana, CA 92705
Attn: Legal Department

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, as between School and Hospital only, School, its successors and/or assigns, do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Program Participant while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's negligence or willful misconduct.

20. **INTERPRETATION.** The parties agree that each party has been given an opportunity to have its legal counsel of choice review this Agreement and represent its interests in this matter. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party shall be entitled to claim that any provision should be construed against any other party by reason of the fact

21. **SURVIVAL.** The parties' obligations under this Agreement which by their nature extend beyond the term of this Agreement, including, without limitation, Sections 5 (Independent Contractor), 7 (Confidentiality), 8(a) (Insurance), 12 (Indemnification), 13 (Governing Law; Venue) and 14 (Attorneys' Fees) and all subsections thereunder, shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

22. **STATUTES AND REGULATIONS.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to, any successor statute, regulation, ruling, or administrative order or decree.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their authorized representatives as of the Effective Date.

“SCHOOL”:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON
BEHALF OF SANTA ANA COLLEGE**

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

“HOSPITAL”:

**SOUTH COAST GLOBAL MEDICAL CENTER, INC. D/B/A
SOUTH COAST GLOBAL MEDICAL CENTER**

Ronald J. Galonsky, Jr., FACHE
Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of South Coast Global Medical Center (“Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Santa Ana College (“School”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Santa Ana College (“School”) and South Coast Global Medical Center (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed information regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into and made a part of all agreements, existing now or in the future (collectively the "Agreement") by and between South Coast Global Medical Center, Inc., a California corporation, doing business as South Coast Global Medical Center ("Covered Entity"), and Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College ("Business Associate") as of July 1, 2017 ("Effective Date").

RECITALS:

A. Covered Entity and Business Associate have entered into an Affiliation Agreement ("Agreement") whereby Protected Health Information may be created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf. The parties desire to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), California Civil Code §1798.82 and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (together, the "HIPAA Rules").

B. The HIPAA Rules require a Covered Entity to enter into a Business Associate Agreement with a Business Associate prior to the Disclosure of Protected Health Information, as set forth in, but not limited to, 45 C.F.R. §§164.314(a), 164.502(e) and 164.504(e).

1. DEFINITIONS

a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. **Use and Disclosure.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

b. **Safeguards.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

c. **Reporting.** Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware.

d. **Agents and Subcontractors.** In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that receives, creates, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

e. **Access by Individuals.** Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity or, if so directed by the Covered Entity, to the Individual or Individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

f. **Amendment.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

g. **Accounting.** Business Associate agrees to maintain and make available to the Covered Entity, or if so directed by the Covered Entity, to the Individual or the Individual's designee, the information necessary for Covered Entity to satisfy its obligations under 45 C.F.R. §164.528.

h. **Delegated Duties.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

i. **Governmental Access to Records.** Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

j. **Mitigation.** The Business Associate agrees to timely act to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a Use or Disclosure of Protected Health Information held by Business Associate in violation of the requirements of this Agreement.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

a. Except as otherwise limited by the terms of the Affiliation Agreement or this Agreement, Business Associate may use or disclose Protected

Health Information as necessary to perform the services set forth in the Affiliation Agreement or as required by Law.

b. Business Associate shall not use Protected Health Information to de-identify the information, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514.

c. Business Associate shall use only the Minimum Necessary amount of Protected Health Information to perform the specified functions, activities, or services set forth in the Affiliation Agreement, consistent with Covered Entity's Minimum Necessary policies and procedures.

d. Business Associate shall not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below:

1) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

e. Business Associate shall not use Protected Health Information to provide Data Aggregation services, except with the prior written authorization of the Covered Entity.

f. Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514(f) and §164.508(a)(3).

g. Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the Business Associate has received written notice from the Individual or the Covered Entity that the Individual has made this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates, as required by 45 C.F.R. §164.522.

h. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written authorization of the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY

a. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or Disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

d. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted in paragraph 3.4.

5. TERM AND TERMINATION

a. **Term.** The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the termination of the Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 5.b., whichever is sooner.

b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

c. **Breach Pattern or Practice by Agent or Subcontractor.** If Business Associate knows of a pattern of activity or practice of its agent or Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under its contract or other arrangement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible.

d. **Breach Pattern or Practice by Covered Entity.** Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the HIPAA Rules within five (5) business days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem or end the violation.

e. **Obligations of Business Associate upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information, including derivatives thereof, that the Business Associate or its agents or Subcontractors still maintains in any form;

3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or Disclosure of the Protected Health Information, other than as provided for in this paragraph 5.e, for as long as Business Associate retains the Protected Health Information;

4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraph 3.d 1) and 2) which applied prior to termination; and

5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. INDEMNIFICATION

a. **Indemnification.** Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by Business Associate's breach of its obligations under this Agreement. Covered Entity may enforce Business Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

7. **MISCELLANEOUS**

a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b. **Amendment to Comply with Law.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law, rules, or regulations that might modify the terms and conditions herein.

c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. In the event any provision of this Agreement conflicts with the provisions of the Affiliation Agreement, the provisions in this Agreement shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict.

d. **Data Ownership.** Business Associate acknowledges that it has no ownership rights with respect to the Protected Health Information.

e. **Confidentiality.** Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of Protected Health Information accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement except as Required By Law;

f. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to Covered Entity at no cost to provide testimony in any capacity in the event of litigation, administrative proceedings, or other legal action commenced or contemplated against Covered Entity, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other federal or state law relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.

g. **Audits; Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or Subcontractors shall permit Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with the terms and conditions contained herein. The fact that Covered Entity inspects, fails to inspect, or has the right to such inspection does not relieve Business Associate of its responsibility to comply with this Agreement, nor does it constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Business Associate shall notify Covered Entity in writing within ten (10) days of receipt of notice that Business

Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

h. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Arrangement, the HIPAA Rules, or any other state or federal security or privacy law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.

i. **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either party except by a writing signed by both parties.

j. **Notices.** All notices required or permitted under this Business Associate Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party. All such notices shall be deemed validly given upon receipt of such notice by certified mail, return receipt requested or personal or courier delivery and sent to the following address:

If to Business Associate: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

With a copy to: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attn: Vice Chancellor, Business Operations/
Fiscal Services

If to Covered Entity: South Coast Global Medical Center
2701 S. Bristol Street
Santa Ana, CA 92704
Attn: Chief Executive Officer

With a copy to: KPC Healthcare, Inc.
1301 N. Tustin Ave.
Santa Ana, CA 92705
Attn: Chief Compliance Officer

k. **Survival.** The obligations of Business Associate under paragraphs 5.e. (Obligations of Business Associate upon Termination), 7.e. (Confidentiality), 7.f. (Assistance in Litigation or Administrative Proceedings), and 7.g. (Audits; Inspection and Enforcement) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Affiliation Agreement as of the Effective Date.

“COVERED ENTITY”:

**SOUTH COAST GLOBAL MEDICAL CENTER, INC. D/B/A
SOUTH COAST GLOBAL MEDICAL CENTER**

Ronald J. Galonsky, Jr., FACHE
Chief Executive Officer

“BUSINESS ASSOCIATE”:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON
BEHALF OF SANTA ANA COLLEGE**

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Nursing Program Clinical Affiliation Agreement – Kindred Healthcare	
Action: Request for Approval	

BACKGROUND

Students in the Nursing Program participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement with the Kindred Healthcare, located in Santa Ana, California, will yield appropriate clinical activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The clinical affiliation agreement has been reviewed by the college and district. The clinical affiliation agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Nursing Program Clinical Affiliation Agreement with Kindred Healthcare, located in Santa Ana, California.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, MA, Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the "Agreement") is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California and Kindred Healthcare ("Clinical Facility"), located in Santa Ana, California.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates Santa Ana College ("College") and College is a duly accredited educational institution that conducts Nursing/Health Sciences program(s) (the "Program");

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a duly licensed health care agencies and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

"District" shall refer to the Rancho Santiago Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

"College" shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

"Clinical Facility" shall refer to Kindred Healthcare, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Parties' Relationship. The parties agree that each is at all times acting and performing as an independent contractor and not as a partner or agent of the other. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employment arrangement.
3. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
4. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated

with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

5. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
6. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
7. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
8. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
9. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
10. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

11. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
12. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
13. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
14. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
15. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
16. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for

patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

17. Joint Commission. District agrees to cooperate with the Clinical Facility in meeting the standards of The Joint Commission regarding the services rendered pursuant to this Agreement, if applicable.
18. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
19. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
20. Materials. College agrees to provide students with all educational material required during the clinical program.
21. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library and/or reference materials during its normal business hours.
22. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.
23. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be

entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

24. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.

25. Insurance Carried by Clinical Facility. Clinical Facility 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 thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

26. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

27. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
28. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

29. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
30. Compliance. District acknowledges that it is aware of Clinical Facility's compliance program and code of conduct which requires that all services provided to Clinical Facility be performed in an ethical and legal manner. District will fulfill its obligations under this Agreement in accordance with the standards set forth in the code of conduct.
31. Indemnification. District agrees to indemnify Kindred, its affiliates and their respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses association therewith (including settlements, judgments, court costs and attorneys' fee) resulting from or arising out

of, directly or indirectly, any negligent or intentional act or omission by District or any of its employees or agents. This covenant shall survive any termination of this Agreement.

Kindred agrees to indemnify District, its affiliates and their respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses association therewith (including settlements, judgments, court costs and attorneys' fee) resulting from or arising out of, directly or indirectly, any negligent or intentional act or omission by Kindred or any of its employees or agents. This covenant shall survive any termination of this Agreement.

32. Compliance. District acknowledges that it is aware of Clinical Facility's compliance program and code of conduct. District certifies that it has provided each of its Nursing employees and applicable students with a copy of the code of conduct, which requires that all services provided to Clinical Facility be performed in an ethical and legal manner. District, employees, and students certify that they will fulfill their respective obligations under this Agreement in accordance with the standards set forth in the Code of Conduct.
33. HIPPA. District agrees to be bound by Clinical Facility's HIPPA agreement, which is attached as Exhibit B.
34. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
35. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
36. Effective Date Termination. This Agreement shall become effective on June 30, 2017, and shall remain in effect until June 29, 2022, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

37. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
Kindred Healthcare
1901 N. College Ave
Santa Ana, CA 92706

To College:
Nursing Program Director
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services

38. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

Rancho Santiago Community College District

By: _____

By: _____

Name: _____

Typed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____



Compliance Program

Code of Conduct Summary

The Kindred Compliance Program is a comprehensive strategy to promote ethical and legal behavior in conducting the Company's business. Any individual conducting any type of business on behalf of Kindred should adhere to all laws and regulations applicable to the services provided, as well as to Kindred's policies and procedures and Code of Conduct.

Kindred's Code of Conduct is designed to promote ethical and legal behavior in all aspects of the Company's operations. A summary of the Code is as follows:

- **Quality** - Quality care is the primary consideration in every aspect of Kindred's business. Quality should be the driving force behind decisions made and actions taken on behalf of the Company.
- **Financial Practices**- Kindred expects you to be truthful and accurate in all record keeping, reporting and billing activities that you perform on behalf of the Company or in connection with Company business.
- **Business Practices** - Kindred competes on the basis of quality and cost-effectiveness. Gifts, gratuities, bribes, kickbacks or any other items of value shall not be used to induce others to purchase Kindred's services or refer patients to Kindred facilities. You may not accept money or gifts on behalf of Kindred from vendors or from others doing business with the Company.
- **Conflicts of Interest** - You should avoid situations where your personal interests are in conflict with the interests of Kindred with respect to those services you are providing on behalf of the Company. Conflicts or potential conflicts should be disclosed to a member of Kindred's management staff.
- **Safeguarding of Resources** - You should safeguard and properly use Kindred's assets, including proprietary information and the assets of others that are in the Company's possession.
- **Compliance with Laws** - Kindred is committed to complying with the laws and regulations that govern its operations as a healthcare provider, employer and business. You should likewise be familiar with and comply with those laws that apply to services you are providing on behalf of the Company.

As an individual or entity providing services on behalf of Kindred, you are responsible for ensuring that the standards contained in the Company's Code of Conduct are met. This includes the responsibility to report violations or suspected violations of the Code. Compliance issues should be raised first with a member of Kindred's management staff. Alternatively, you may report violations of the Code to Kindred's Compliance Hotline, at 800-359-7412, which may be called anonymously.

Please note that if, in good faith, you report potential compliance violations, you will not be subjected to retaliation or retribution of any kind. Any Kindred supervisor, manager or employee who conducts or condones retaliation or retribution will be subject to discipline, up to and including discharge.

Please let us know if you need additional information to ensure that the services you provide on behalf of Kindred are provided in an ethical and legal manner. Kindred's management staff and the Company's Compliance Department are available to answer any questions about the Code or about specific Kindred policies and procedures. For a more detailed explanation of the standards of conduct, you may obtain a copy of the booklet "Kindred Healthcare, Inc. Code of Conduct."

You are asked to verify on the attached form that you have received this information on Kindred's Compliance Program and that you understand you can contact a member of Kindred's management staff or the Compliance Department if you need additional information.



Code of Conduct Acknowledgement Form

This is to verify that I have received information on Kindred's Compliance Program. I further understand that I can consult with a member of Kindred's management staff or contact the Compliance Department if I wish to obtain further information about the Company's Compliance Program.

CONTRACTOR/PHYSICIAN:

Name Title

Signature

Date Company (if applicable)

THIS FORM SHOULD BE MAINTAINED IN THE CONTRACTOR/PHYSICIAN'S FILE.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Renewal of Nursing Program Affiliation Agreement – Anaheim Regional Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed affiliation agreement renewal with the Anaheim Regional Medical Center, located in Anaheim, California, will yield appropriate clinical activities for the programs.

ANALYSIS

The affiliation agreement renewal covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. The affiliation agreement has been reviewed by the college and district. The affiliation agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Renewal of the Nursing Program Affiliation Agreement with Anaheim Regional Medical Center, located in Anaheim, California, as presented.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of July 18, 2017 (the “Effective Date”) between Rancho Santiago Community College District (“School”) and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center (“Hospital”).

RECITALS:

A. School offers to enrolled students various programs in the field of nursing (individually or collectively “Program”).

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes within Hospital’s capabilities and resources.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its Program at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of students and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital’s Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (“Program Participants”) shall be accountable to Hospital’s Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Orientation; Program Participant Statements.** School shall require each Program Participant to complete the self-learning Orientation Guidelines & Annual Update module, including the post test, and to sign and submit to Hospital’s Education Department relevant forms, including a Statements of Responsibility and Orientation Acknowledgment, a Statement of Confidentiality, a Security Policy/Systems Access Request Form, and a Student Orientation Answer Sheet. Program Participants are to be directed to access the current versions of the foregoing at <http://www.anaheimregionalmc.com/Patients-Visitors-Contractors/For-Contractors.aspx>.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, as well as evidence of current influenza vaccination. School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital’s standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. Hospital has and shall retain at all times professional and administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital’s retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student’s first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive proper training on the basics of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and provide Hospital with evidence that such training has been completed satisfactorily by the individual. School shall make records of such training available to Hospital promptly, and without charge, upon Hospital’s request. Further, prior to a faculty member’s first assignment at Hospital, faculty member shall attend Hospital orientation and it shall be faculty member’s responsibility to provide Hospital orientation to students on their first day of assignment at Hospital.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept, within its capabilities and resources, the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care. It is acknowledged and understood by the parties that Hospital makes no representation or guarantee as to Hospital’s ability to accommodate all, or any, of School’s requests for rotations of students at Hospital.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates) and as may be required by applicable law, neither School nor any

Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School and Program Participants shall restrict access, use or disclosure of any patient or medical record information regarding Hospital patients to persons with a direct need for medical diagnosis, treatment or other lawful use permitted by any State or federal statutes or regulations governing the lawful access, use or disclosure of medical information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time. School shall notify Hospital in writing within three (3) days after School becomes aware of any breach of this Section 7.c.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. § 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for Hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted

by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made

basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The term of this Agreement shall be three (3) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall, and shall cause Program Participants to, either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party harmless from and against any and all liability and costs, including reasonable attorneys' fees, resulting directly or indirectly from the performance of its obligations hereunder by the indemnifying party, its students, representatives, agents or subcontractors. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California, in accordance with the

American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attn: Business and Fiscal Operations

If to Hospital: AHMC Anaheim Regional Medical Center
1111 W. La Palma Ave.
Anaheim, CA 92801
Attn: Chief Executive Officer

With a copy to: AHMC Healthcare Inc.
55 South Raymond Ave., Suite 105
Alhambra, CA 91801
Attn: Legal Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all counterparts shall constitute but one and the same document.

20. **REGULATORY REFERENCES.** A reference in this Agreement to a section in any statute or regulation means the section as in effect or as amended.

SCHOOL:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor, Fiscal Services
Business Operations

HOSPITAL:

AHMC ANAHEIM REGIONAL MEDICAL
CENTER LP D/B/A AHMC ANAHEIM
REGIONAL MEDICAL CENTER

By: _____

Name: Mary Anne Monje

Title: Chief Operating/Chief Financial Officer

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Amendment to Nursing and Pharmacy Technician Programs Affiliation Agreement – Hoag Memorial Hospital Presbyterian	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed affiliation agreement amendment with Hoag Memorial Hospital Presbyterian, located in Newport Beach and Irvine, is to include the Spanish/English Interpretation and Translation Certificate program.

ANALYSIS

The affiliation agreement amendment covers the addition of the Spanish/English Interpretation and Translation Certificate program to the existing Nursing and Pharmacy Technician programs in the original agreement. The affiliation agreement amendment has been reviewed and approved by district and college staff. The affiliation agreement amendment carries no costs or other financial arrangements and all terms and conditions of the original affiliation agreement remain in full force and effect.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Nursing and Pharmacy Technician Programs Affiliation Agreement Amendment with Hoag Memorial Hospital Presbyterian, located in Newport Beach and Irvine, California, as presented.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**FIRST AMENDMENT TO
AFFILIATION AGREEMENT**

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT (the “**Amendment**”) is made and entered into effective as of July 17, 2017 (the “**Amendment Date**”) by **HOAG MEMORIAL HOSPITAL PRESBYTERIAN**, a California nonprofit public benefit corporation (“**Affiliate**”), and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (“**District**”), who are all of the parties to that certain Affiliation Agreement dated January 21, 2015 (the “**Agreement**”), and now desire to amend the Agreement as follows:

1. Agreement is hereby amended by adding the following to the Recitals section A:
“ College conducts approved and accredited Allied Health Programs outlined in Exhibit B (attached).”
2. In 1.12: Orientation. Provide Students and Instructors with orientation to the Hoag facility including training regarding the pertinent health information confidentiality provisions of the Health Insurance Portability and Accountability Act ("HIPPA") and the HIPAA regulations (45 C.F.R. Parts 160 and 164) and California medical privacy provisions of SB541 and AB211, prior to their assignment to Hoag.
3. In 2.7: Hoag Requirements. Protect the health and safety of Students on rotation at Hoag's facilities by providing each Student and their instructor with the following:
 - a. As applicable to Students and instructors in the Program, orientation of the type and scope provided by Hoag to its new employees, including, but not limited to, information about Hoag's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
 - b. As applicable to Students and instructors in the Program, instruction in Hoag's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Hoag's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.
 - c. Information concerning availability of parking, meals, lockers, and appropriate access to bathroom facilities.
 - d. Such other information and training as Hoag and College, in collaboration with each other, agree is necessary and relevant for Students to participate in the Program.
4. Except as expressly modified by the foregoing of this Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

AFFILIATE:
HOAG MEMORIAL HOSPITAL
PRESBYTERIAN, a California
nonprofit public benefit corporation

By: _____

Rick Martin, Ed.D., MSN, RN
Sr. V.P. Clinical Operations & CNO

Date: _____

DISTRICT:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

Peter J. Hardash
Vice Chancellor of Business Operations/
Fiscal Services

Date: _____

EXHIBIT B

Approved Programs provided by Rancho Santiago Community College District:

NURSING

PHARMACY TECHNICIAN

SPANISH/ENGLISH INTERPRETATION AND TRANSLATION



**STUDENT AFFILIATION AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
WHICH OPERATES SANTA ANA COLLEGE
AND
HOAG MEMORIAL HOSPITAL PRESBYTERIAN**

THIS STUDENT AFFILIATION AGREEMENT is entered into and made effective January 21, 2015, (the “**Effective Date**”), by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a public educational form agency (“**District**”) located at 2323 N. Broadway, Santa Ana, California, and **HOAG MEMORIAL HOSPITAL PRESBYTERIAN**, a California nonprofit public benefit corporation (“**Hoag**”).

RECITALS

A. District operates SANTA ANA COLLEGE (“**College**”) which conducts an approved and accredited Health Sciences Program (the “**Program**”) to provide academic and professional education for approved programs in allied health care education including Nursing at the RN level and Pharmacy Technician Programs to provide academic and professional education for students (“**Students**”) and desires access to facilities in which its Students can obtain broader learning experiences relative to the Program.

B. Hoag maintains facilities which can be used to furnish clinical and health care administrative learning experiences to Students and desires to have said facilities so used.

C. It is in the mutual interest and benefit of the parties that Students obtain such experience at Hoag’s facilities to further their academic and professional education in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. RESPONSIBILITIES OF COLLEGE. College agrees that it shall:

1.1 Objectives. Establish the educational goals and objectives of the Program in a manner consistent with the standards and requirements set forth by College and the College’s accreditation organization (“**CAO**”). Such goals and objectives shall reflect College's commitment to providing the highest quality in education and training programs to Students.

1.2 Schedule and Work Environment. Ensure that the Program provides appropriate supervision for all Students, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Students, and the requirements of the CAO.

1.3 Student Selection. Recruit and select Students who are appropriately enrolled in the Program and otherwise authorized to participate in College program(s) which are the subject of this Agreement. College shall be responsible for the selection, testing, placement and/or removal and final grading of each Student placed with Hoag. Students assigned for participation at Hoag shall be in such numbers as may be mutually agreed to by College and Hoag.

1.4 Program Director. Designate a member of College's faculty to provide coordination, oversight and direction of Students' educational activities and assignments while at Hoag's facilities ("**Program Director**"). The Program Director shall also act as liaison with Hoag.

1.5 Supervision. Collaboratively arrange for College faculty supervision for Students on an individual basis and ensure that College faculty and Students participating in the Program at Hoag comply with the requirements of College's applicable handbooks and/or codes of conduct.

1.6 Experience at Hoag. Determine the required number of hours of experience for Students and cooperate with Hoag in coordinating and reviewing schedules of Students while at Hoag. The selection of time, days and patients for individual Students shall be made by Hoag in concurrence with appropriate Hoag personnel and the Program Director, and the parties agree that such schedules shall reflect College's educational mission. All plans for observation and/or clinical or healthcare administrative experience, as applicable to Students in the Program, shall be subject to the approval of Hoag.

1.7 Level of Responsibility. Ensure, in cooperation with Hoag, that Students assume progressively increasing responsibility according to their levels of education, ability, and experience. College shall determine the appropriate level of responsibility accorded to each Student.

1.8 Names and Assignments. Provide the names of Students and their assignments to Hoag sufficiently in advance to allow for convenient planning of schedules.

1.9 Performance Evaluation. Develop and implement a mechanism for determining evaluation of the performance of Students to include, where appropriate, input from Hoag.

1.10 Record Maintenance. Maintain records and reports concerning the education of Students and of Students' time spent in the various educational activities referred to in this Agreement, as may be required by College, the CAO and/or for compliance with the regulations, guidelines, and policies of third-party payers, if applicable.

1.11 Requirements. Require assigned Students to:

a. Comply with Hoag's policies, procedures and guidelines; standards of conduct, state and federal laws and regulations; the standards and regulations of Hoag's accreditation organization ("**HAO**") and the CAO; and appropriate ethical standards. Hoag shall at all times retain ultimate administrative and professional responsibility for medical services rendered at its facilities, including patient care. The College, Program and Students shall be

subject to Hoag's patient care policies and procedures, rules and regulations, as applicable, which shall take precedence over training under the Program.

b. Participate, to the extent scheduled or otherwise requested by Hoag and approved by College, in activities and assignments that are of educational value and that are appropriate to the course and scope of the Program, consistent with the requirements of the CAO.

c. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of Hoag designed to identify, evaluate and reduce risk of patient injury.

d. As applicable to Students in the Program, cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care Students participate, on forms provided by Hoag. The medical record shall, at all times, remain the property of Hoag.

e. As to each Student, submit to Hoag copies of the following prior to Student's participation in the Program at any Hoag facility.

(i) Acknowledgement of Non-Employee Status/Agreement of Student to comply with requisite regulatory requirements, Hoag's policies and procedures, and Hoag's confidentially requirements, executed by Student, in the form **Exhibit A** attached hereto and incorporated herein by this reference;

(ii) Proof of immunization or positive serology (titer) for rubella, measles, and mumps.

(iii) Proof of annual influenza vaccine or declination.

(iv) Proof of immunization, positive serology (titer) or immune by history of disease for varicella.

(v) Evidence of Hepatitis B either positive antibody titers or immunization.

(vi) Annual proof of negative tuberculosis testing by Purified Protein Derivative ("PPD") skin test. Any Student who has a positive PPD skin test will be required to provide College with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

(vii) Evidence of demonstrated knowledge of universal precautions and the use of personal protective equipment prior to assignment to Hoag.

(viii) Evidence of a criminal background check performed in accordance with Hoag's accreditation requirements. Student shall be responsible for obtaining the criminal background check and must receive clearance from Hoag prior to participating in the Program at any Hoag facility.

(ix) Obtain, prior to Student's arrival at any Hoag facility, a student photo identification ("ID") badge. The Student's photo ID must be worn at all times while at Hoag facilities.

1.12 Orientation. Provide Students with orientation to the Hoag facility including training regarding the pertinent health information confidentiality provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 C.F.R. Parts 160 and 164) and California medical privacy provisions of SB541 and AB211, prior to their assignment to Hoag.

2. RESPONSIBILITIES OF HOAG. Hoag agrees that it shall:

2.1 Adequate Staffing. Maintain adequate staff and facilities at Hoag locations covered by this Agreement to meet the educational goals and objectives of the Program, and in a manner consistent with the standards and requirements established by College and the CAO.

2.2 College Faculty Supervision. Collaboratively arrange College faculty supervision for Students on an individual basis.

2.3 Hoag Supervision. Ensure that all persons who are assigned to supervise Students at Hoag facilities, including clinicians, are duly appointed as Hoag employees, and are appropriately credentialed and/or licensed in compliance with the CAO, HAO and/or licensing standards.

2.4 Educational Responsibility. Cooperate with College to ensure that Students assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

2.5 Hoag Director. Designate, in consultation with College, an employee of Hoag to coordinate Students' schedules and activities while at Hoag's locations ("**Hoag Director**"). The Hoag Director shall also act as liaison with College. Upon execution of this Agreement, the name of Hoag Director shall be provided to College's Program Director.

2.6 Schedules. Implement schedules for Students in conjunction with College's Program Director and in accordance with College's educational goals and objectives and the applicable requirements of the Program and CAO.

2.7 Hoag Requirements. Protect the health and safety of Students on rotation at Hoag's facilities by providing each Student or their instructor with the following:

a. As applicable to Students in the Program, orientation of the type and scope provided by Hoag to its new employees, including, but not limited to, information about Hoag's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.

b. As applicable to Students in the Program, instruction in Hoag's policies and procedures for infection control, including the handling and disposal of needles and other

sharp objects, and in Hoag's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.

c. Information concerning availability of parking, meals, lockers, and appropriate access to bathroom facilities.

d. Such other information and training as Hoag and College, in collaboration with each other, agree is necessary and relevant for Students to participate in the Program.

2.8 Licensure. Maintain its license as a medical facility and comply with all applicable laws, regulations, and HAO requirements. Hoag shall notify College within ten (10) business days of receipt of notice that Hoag is not in compliance with any such laws, regulations, and/or HAO requirements.

2.9 Accreditation Inspections. Permit inspection, during regular business hours and after reasonable advance notice to Hoag which shall be no less than twenty-four (24) hours, of Hoag's clinical and related facilities by individuals charged with the responsibility for accreditation of College and/or its educational programs, in accordance with applicable federal, state and local laws, including but not limited to HIPAA.

2.10 Professional Services. With respect to any professional services performed by Students under this Agreement, Hoag shall notify College and its Program Director(s) as follows:

a. Immediately upon initiation of an investigation of a Student or a College faculty member.

b. Within five (5) days after receipt of service of a civil complaint, summons or notice of a claim naming a Student or College faculty member as a party therein.

c. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a College faculty member or Student has been named or in which a settlement is being proposed on their behalf.

d. Prior to making a report to the National Data Bank or any California State agency to whom reporting would otherwise be required in which a College faculty member or Student is named.

Nothing in this Section 2.10 shall in any way be deemed to impair Hoag's rights, obligations and/or ability to timely respond to any claim or complaint, enter into any settlement, or make any report as may be required of Hoag in Hoag's sole and absolute discretion.

2.11 Security. Provide appropriate and customary security measures.

2.12 Discipline. Subject to reasonable efforts to protect confidentiality and/or privileged information, Hoag will cooperate with and assist College in investigating facts which may serve as a basis for taking any disciplinary or academic action against a Student, College faculty member and/or College employee involved with Program. College shall be responsible for the discipline of Students, College faculty members and/or College employees in accordance

with College's applicable policies and procedures. College may, but need not, consult with Hoag concerning any proposed disciplinary action.

Notwithstanding the foregoing, Hoag shall have the absolute right, in its sole discretion and after consultation with College, to prohibit further attendance at Hoag of any Student, College faculty member and/or College employee. Notwithstanding the foregoing, in the event of any emergency or if any student, College faculty member and/or College employee represents a threat to patient safety or personnel, Hoag may immediately exclude those individuals from Hoag until final resolution of the matter with College.

2.13 Code of Conduct. Hoag shall provide College with a copy of Hoag's Code of Conduct that describes Hoag's standards for ensuring ethical and legal compliance with all federal and state laws. Hoag shall not require any College faculty or Student to conduct his/her professional behavior in a manner that would contradict the requirements of College's code of conduct or similar ethics requirements, if any.

3. COMPENSATION. Neither party to this Agreement shall be obligated to provide any monetary compensation to the other. Hoag shall not be obligated to provide any monetary compensation to any Student.

4. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between College or Students, and Hoag, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither College or Hoag, or any of their respective officers, directors, Students or employees shall be construed to be the agent, employee or representative of the other. Prior to participating in the Program at any Hoag facility, College shall cause each Student to execute and have delivered to Hoag an "**Acknowledgement of Non-Employee Status /Compliance**" in the form **Exhibit A**, attached hereto and incorporated herein by this reference.

College and Hoag agree that each of them shall have sole responsibility for the payment of any and all of their own applicable federal, state, and local income taxes and of any and all other taxes, charges and levies, and shall comply with all applicable federal, state, and local laws and regulations.

5. STATUS OF STUDENTS.

5.1 Assignment Responsibility. During the period in which a Student is assigned to Hoag, the Student shall be under the ultimate direction and control of the College's Program Director or, in the Program Director's absence, his/her designee(s).

5.2 Educational Participation. It is expressly agreed and understood by College and Hoag that Students are present at the Hoag's facilities to participate in activities and assignments that are of educational value to Students, and that are appropriate to the course and scope of the Program and consistent with applicable Program and CAO requirements.

5.3 Opportunities. College and Hoag shall ensure that Students have the opportunity to:

- a. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.
- b. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by College and Hoag.
- c. Participate fully in the educational and scholarly activities of the Program and, as required, assume responsibility for teaching and supervising other Students.
- d. Participate, as appropriate, in Hoag programs and adhere to established practices, procedures, and policies of the Hoag.

6. USE OF NAME. The parties agree that other than in connection with the Program materials such as brochures, pamphlets, reports, applications, training information, Program web sites, and similar informational or promotional materials related to Program, any use of the “Hoag,” or “Hoag Memorial Hospital Presbyterian” name or other similar references to Hoag, its physicians or facilities, shall be subject to the prior written approval of Hoag.

7. DISCRIMINATION - PROHIBITION. College and Hoag agree not to engage in unlawful discrimination against or harassment of any Student pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and College policies.

8 TERM. The term of this Agreement shall become effective on the Effective Date and shall continue in effect thereafter for five (5) years, subject to earlier termination pursuant to and in accordance with the provisions of Section 9 herein.

9. TERMINATION.

9.1 Termination Without Cause. This Agreement may be terminated without cause at any time by either party by providing thirty (30) days advance written notice of termination. Hoag agrees that, notwithstanding such termination, it will continue to work with College regarding any Students who may already be in rotations at Hoag through the end of the rotation in which the Student is then participating.

9.2 Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party, including a description of the breach and the necessary cure. If the breach is not cured within such thirty (30) day time period, this Agreement shall terminate at the end of that thirty (30) day period without further notice.

9.3 Immediate Termination. In addition to the foregoing subparagraphs, Hoag may terminate this Agreement immediately by written notice to College in the event of:

a. Hoag's determination that College's or any Student's continued performance hereunder jeopardizes the health, safety, or welfare of any patient or employee of Hoag;

b. College or any Student is convicted of a felony, whether or not an appeal is filed in relation to such conviction; or

c. The determination of Hoag to cease providing the applicable clinical or healthcare administrative services.

10. INSURANCE.

10.1 Hoag Insurance. Hoag, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation insurance on Hoag employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Hoag shall provide College with a certificate or certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

10.2 College Insurance. College, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. College represents and warrants that Students are covered under College's general and professional liability insurance for the acts or omissions while engage in the Program curriculum in connection with this Agreement. College further represents that it maintains California Workers' Compensation insurance insuring College employees participating in the Program and performing any services under this Agreement. In addition, College shall, at its sole cost and expense, obtain and maintain such other insurance in such amounts which from time to time may be reasonably required by the mutual written consent of the parties against other insurable risks relating to performance. College shall provide Hoag with certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

It should be expressly understood, however, that the insurance coverage required under this Section 10 shall not in any way limit the liability of either party.

11. **INDEMNIFICATION.**

11.1 Hoag Indemnification. Hoag shall indemnify, hold harmless, and defend, College, its officers, trustees, employees, agents, and Students (“**College Indemnified Parties**”) from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against College Indemnified Parties because of injury or death to any person or on account of damages to property or other damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Hoag, its officers, employees, or agents.

11.2 College Indemnification. College shall indemnify, hold harmless, and defend, Hoag, its officers, employees and agents (“**Hoag Indemnified Parties**”) from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against Hoag Indemnified Parties because of injury or death to any person or on account of damages to property or other damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless or intentional acts or omissions of College, its officers, employees, agents, or Students. College shall be solely responsible and liable for Students' actions and omissions arising out of the performance of this Agreement.

12. **COOPERATION IN DISPOSITION OF CLAIMS.** Hoag and College agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, Hoag and College shall have reasonable and timely access to the medical records, charts, quality assurance data, and/or such other records and data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement as may be reasonably related to the services performed under this Agreement; provided, however, that nothing shall require either Hoag or College to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code and related statutes, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

13. **PATIENT RECORDS; DISCLOSURE OF PROTECTED HEALTH INFORMATION.**

13.1 Patient Records. College and Students shall preserve the confidentiality of medical records of Hoag's patients and use the information in such records only for the limited purposes necessary to perform the activities set forth in this Agreement.

13.2 Confidentiality; HIPAA. College and Students agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §§1320d through d-8 ("HIPAA") and as amended or modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"), and California Health and Safety Code Section 1280.15. College and Students will not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d, or a patients' medical information as defined in California Civil Code Section 56.05(g) (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA, the Regulations, or California statutes. College and Students will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. College and Students will promptly report to Hoag any use or disclosures of Protected Health Information in violation of HIPAA, the Regulations, or California law of which College or Students becomes aware. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege will be deemed to have been waived by Hoag by virtue of this Section. The provisions set forth herein will survive expiration or other termination of this Agreement, regardless of the cause of such termination.

14. MISCELLANEOUS.

14.1 Interruption of Service. Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

14.2 Assignment. Neither Hoag nor College shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Hoag may not assign Students to locations other than those described in this Agreement, including attachments, without the prior written consent of College.

14.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or

unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

14.4 No Third Party Beneficiaries. This Agreement is intended by the parties to benefit them only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind, including Students and College faculty that is not a party to this Agreement.

14.5 Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

14.6 Entire Agreement; Modifications; Amendments. This Agreement, along with its Exhibits, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Hoag and College agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

14.7 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.

14.8 Survival of Provisions. No obligations, promises, agreements, covenants, debt or liability (for purposes of this Section 14.8, collectively "**obligations**") contained herein shall survive beyond the date of expiration or earlier termination of this Agreement, except for (i) obligations accrued prior to such date that exist (actually or contingently) or remain to be performed in whole or in part as of such date, and (ii) obligations that expressly extend beyond the Effective Date whether by the terms of this Agreement or by operation of law. The foregoing surviving obligations shall include without limitation the obligations contained in Section 11 (Indemnification), 12 (Cooperation in Disposition of Claims), 13 (Patient Records; Disclosure of Protected Health Information), 14.3 (Severability), 14.4 (No Third Party Beneficiaries), 14.7 (Governing Law), 14.10 (Notices), and 14.11 (Attorneys Fees).

14.9 Compliance. The Parties acknowledge that Hoag maintains a corporate compliance program ("**Compliance Program**"). This Compliance Program is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This Compliance Program requires, and the Parties hereby agree, that any regulatory compliance concerns be promptly reported either to an appropriate Hoag manager or through Hoag's Compliance Line at 1-800-441-1727.

14.10 Notices. All notices, requests, demands or other communications hereunder must be in writing and must be given and shall be deemed to have been given upon receipt if delivered by a national overnight courier service, on the date of delivery if delivered in person, or three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to College: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706


With copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services

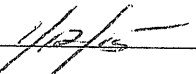
If to Hoag: Hoag Memorial Hospital Presbyterian
One Hoag Drive, P.O. Box 6100
Newport Beach, CA 92658-6100
Attn: Director, Nursing Services Program
With copy to: Director, Risk Management

14.11 Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, and reasonable attorneys' fees. The trier of fact shall determine the party that is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment.

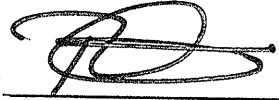
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COLLEGE:

By: 
Peter J. Hardash
Vice Chancellor of Business Operations
& Fiscal Services

Date: 

HOAG:

By: 
Rick Martin, Ed.D, MSN, RN
Sr. V.P. Clinical Operations & CNO

Date: 

**ACKNOWLEDGEMENT OF NON-EMPLOYEE STATUS/COMPLIANCE
[TO BE EXECUTED BY EACH STUDENT]**

The undersigned _____ ("**Student**") understands and agrees
[Student Name]

that his/her participation in the _____ (the "**Program**") at Hoag Memorial Hospital Presbyterian ("**Hoag**") does not in any way render Student an employee of Hoag or any Hoag related entity. Student further understands that Hoag participates in the Program only to assist students in their study relating to participation in the Program and does not thereby engage Student in a contract of employment, nor does Hoag accept responsibility for Student as it would an employee. Student further agrees that he/she will receive no compensation for participating in the Program and that in the event appropriate medical and professional liability insurance coverage for Student is not provided and/or verified by the Program, Student will be responsible for securing such medical and professional liability insurance with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

The undersigned also agrees that at all times Student is participating in the Program, and thereafter as required by law, Student will comply with all Hoag policies, procedures, guidelines and standards of conduct as the same are in effect from time to time, all state and federal laws, rules, and regulations [including, but not limited to the Health Insurance Portability and Accountability Act ("**HIPAA**") and other state and federal regulations relating to the security and confidentiality of information], the standards and regulations of Hoag's accreditation organization and accreditation organizations applicable to the Program, and appropriate ethical standards.

Student Signature

Date

Witness

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Educational Affiliation Agreement Renewal for the Occupational Therapy Assistant Program with Horizon Therapy Services	
Action: Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is an educational affiliation agreement renewal for the Occupational Therapy Assistant program. The Occupational Therapy Assistant Program will place no students at the site prior to Board approval.

ANALYSIS

This educational affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the educational affiliation agreement. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal for the Occupational Therapy Assistant Program with the Horizon Therapy Services in Rancho Cucamonga, California.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Horizon Therapy Services**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
3. For Background clearance
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

B. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Agency staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Insurance:

Insurance Carried by the District. District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

Insurance Carried by Clinical Facility. Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students 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 the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

2017
CL
District: **Rancho Santiago Community
College District**

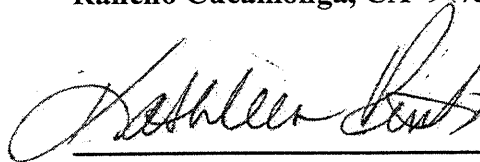
**Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706**

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Agency: **Horizon Therapy Services**

**8265 White Oak Avenue
Rancho Cucamonga, CA 91730**



Kathleen Pinto
Administrator

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Standard Inter-Agency Instructional Services Agreement Renewal for the Criminal Justice Academies with California Narcotic Canine Association	
Action:	Request for Approval	

BACKGROUND

Over the past ten plus years, Santa Ana College and the California Narcotic Canine Association have shared in a partnership providing quality and professional law enforcement training for their agency. The attached standard inter-agency instructional services agreement renewal will continue the instructional services partnership with the listed agency.

ANALYSIS

This standard inter-agency instructional services agreement renewal shall remain in effect for five (5) years or until terminated by either party. This standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this standard inter-agency instructional services agreement renewal is not to exceed \$27,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal for the Criminal Justice Academies with the California Narcotic Canine Association in Exeter, California.

Fiscal Impact:	\$27,000/fiscal year	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With:

THIS AGREEMENT is entered into this 17th day of July, 2017,
by and between the Rancho Santiago Community College District, 2323 North
Broadway, Santa Ana, California 92706-1640 (District) and the California Narcotic
Canine Association (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code
Section 78021, the Rancho Santiago Community College District desires to contract with
Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the
special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served
by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. Services - Agency's responsibility shall be to diligently furnish to
the District the services and materials as set forth in Attachment A, hereby incorporated
in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 10,000 student contract hours or \$27,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All 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 the 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 loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect for the period of July 17th, 2017 through July 16th, 2022, unless earlier terminated by either party in the manner set forth herein. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

California Narcotic Canine Association
509 South Belmont Road
Exeter, CA 93221
Attn: Adrian Enriquez; CNCA Training Coordinator

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

11. Insurance: Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain

during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency:	CALIFORNIA NARCOTIC CANINE ASSOCIATION 509 South Belmont Road Exeter, CA 93221	<i>SP</i> District:	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway Santa Ana, CA 92706
---------	---	---------------------	---

By:	_____	By:	_____
Name:	_____	Name:	<u>Peter J. Hardash</u>
Title:	_____	Title:	<u>Vice Chancellor of</u> <u>Business Operations/Fiscal Services</u>
Date:	_____	Date:	_____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

1) 034A Advanced Officer Training

2) Related courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Standard Inter-Agency Instructional Services Agreement Renewal for the Criminal Justice Academies with the Santa Ana Police Department	
Action:	Request for Approval	

BACKGROUND

Santa Ana College and the Santa Ana Police Department share a partnership which began in 2007 and provides quality and professional law enforcement training for their agency. The attached standard inter-agency instructional services agreement renewal will continue the instructional services partnership with the listed agency.

ANALYSIS

This standard inter-agency instructional services agreement renewal shall remain in effect for five (5) years or until terminated by either party. This standard inter-agency instructional services agreement renewal has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$54,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal for the Criminal Justice Academies with the Santa Ana Police Department in California.

Fiscal Impact:	\$54,000/fiscal year	Board Date: July 17, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With:

THIS AGREEMENT is entered into this 17th day of July, 2017,
by and between the Rancho Santiago Community College District, 2323 North
Broadway, Santa Ana, California 92706-1640 (District) and the Santa Ana Police
Department (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code
Section 78021, the Rancho Santiago Community College District desires to contract with
Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the
special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served
by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES

1. Services - Agency's responsibility shall be to diligently furnish to
the District the services and materials as set forth in Attachment A, hereby incorporated
in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and
achievement will be maintained by Agency. Student attendance records will be open for
review at all times by officials of the District and submitted on a schedule developed by
the District.

3. Non-Discrimination. Agency agrees it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. The Courses of Instruction are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEES

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 20,000 student contract hours or \$54,000 per fiscal year. Annual limits shall not be exceeded without the express permission from the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

2. Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
3. Support Services for Students. Agency and District shall ensure that ancillary and support services are provided to the students (e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. All parties to this agreement 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 the 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 loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its , officers, agents, employees, and volunteers.

5. Term. This Agreement shall be in effect for the period commencing July 17th, 2017, through July 16th, 2022, unless earlier terminated by either party in the manner set forth in in paragraph D(6) below. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice provided by either party.

6. Termination without Cause. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice provided by either party. In the event the agreement is terminated, all of the obligations of the terminating party shall be waived immediately upon written notice of termination to the other party. The terminating party may proceed with the work in any manner deemed proper and the costs associated with the work shall be deducted from any sum due the other party under this Agreement, and the balance, if any, shall be paid by the other party.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Santa Ana
Santa Ana Police Department
60 Civic Center Plaza
Santa Ana, CA 92702
Fax: (714)245-8097

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

11. Insurance: Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance or other satisfactory documentation, evidencing the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties

hereto on the day and year first written above.

SANTA ANA POLICE
DEPARTMENT

8/20/17 District:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor of
Business Operations/Fiscal Services

Date: _____

APPROVED AS TO FORM:

SONIA CARVAHALO
City Attorney

By: _____
Tamara Bogosian
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

DAVID VALENTIN
Acting Police Chief
Santa Ana Police Department

CYNTHIA J. KURTZ
Interim City Manager

ATTEST:

MARIA D. HUIZAR
Clerk of the Council

ATTACHMENT A
STANDARD INTER-AGENCY SERVICES AGREEMENT
SERVICES TO BE PROVIDED BY AGENCY

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the Santa Ana College Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities. The joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses -** The following is a partial list of applicable courses for contract instruction:

1) 034A Advanced Officer Training

2) 038A Tactical/Weapons Training

3) Related courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Standard Affiliation Agreement Renewal for the Child Development and Education Studies Department with the Anaheim Elementary School District	
Action: Request for Approval	

BACKGROUND

Students in the Child Development and Education Studies Department Practicum courses are required to participate in early childhood education activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a standard affiliation agreement renewal. The Child Development and Education Studies Department will place no students at the site prior to Board approval.

ANALYSIS

This standard affiliation agreement renewal covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This standard affiliation agreement renewal shall remain in effect for three (3) years or until terminated by either party. Dean Simon B. Hoffman and college staff have reviewed the standard affiliation agreement renewal. The standard affiliation agreement renewal carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard affiliation agreement renewal for the Child Development and Education Studies Department with Anaheim Elementary School District in Anaheim, California.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD AFFILIATION AGREEMENT
CHILD DEVELOPMENT AND EDUCATION STUDIES DEPARTMENT**

This standard Affiliation Agreement (the “Agreement”) is made and entered into by and between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 N. Broadway, Santa Ana, CA 92706-1640 on behalf of Santa Ana College (“College”) and Anaheim Elementary School District (“Facility”), located at 1001 South East Street, Anaheim, CA 92805.

WHEREAS, District and Facility desire to contribute to community education;

WHEREAS, District operates Santa College and College is a duly accredited educational institution that conducts the program(s) described and identified in this Agreement (the “Program”);

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Facility operates a duly licensed preschool at a school within the city listed above with all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in practical field experience, designated as Practicum;

WHEREAS, it is to the mutual benefit of the parties that students of the College use the childcare facilities of the Facility for their field experience; and

WHEREAS, the District and Facility enter into the following Agreement with respect to providing field experience for the College’s students.

For purposes of this Agreement, the following definitions shall apply:

“District” shall refer to the Rancho Santiago Community College District, its member Colleges, the District’s Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Facility” shall refer to Anaheim City School District, its schools, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the training in Early Childhood Education programs as identified and described in this Agreement; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. The Facility agrees to:
 - A. Permit students designated by the College pursuant to paragraph 2A below to receive early childhood education field experience at the childcare center/ preschool located at the Facility.
 - B. Permit staff designated by the California Early Childhood Mentor Teacher Program to supervise the students involved in the field experience by assigning meaningful learning activities, and by observing and evaluating the students upon commencement of the field experience.
 - C. Provide orientation for the student upon commencement of the field experience.
 - D. Provide an environment and resources within the Facility to support the learning activities of the students.
 - E. Provide emergency health care for any student who becomes sick or injured during the field experience.
 - F. Have the right, after consultation with the College, to refuse to accept for further field experience any student who, in the Facility's judgment, is not participating satisfactorily in the program.
 - G. Retain ultimate control and responsibility for supervision of children within the childcare center/preschool located at the Facility.
2. The College agrees to:
 - A. Designate the students who are enrolled in the Early Childhood Education Program of the College to be assigned for field experience at the Facility in such numbers as are mutually agreed to by both parties.
 - B. Provide for orientation of students and faculty assigned to the Facility.
 - C. Notify the Facility's director in advance of student schedules, placement of students in field assignments and changes in field assignments.
 - D. Provide for and be responsible for the care and control of the College's educational supplies, materials and equipment used for instruction during the Program.

- E. Certify to the Facility at the time each student first reports to the Facility to participate in the field experience that said student has and will comply with the Facility's health requirements.
 - F. Provide each student with fundamental knowledge of the profession, ethics, grooming and professionalism prior to commencing the field experience.
 - G. Require each student to abide by the policies of the Facility.
 - H. Require each student to be in acceptable dress for all field experience.
 - I. Permit the Facility's director or other designated personnel to attend meetings of the College's Early Childhood Education Program, or any committee thereof, to coordinate the field experience of the Program provided for under the Agreement.
 - J. Keep all attendance and academic records of students participating in the Program.
 - K. Have all students sign the Facility's Acknowledgment of Non-Employee Status Form if such is required by the Facility.
3. Insurance Carried by the District:
 District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the College, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. College shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Facility.
4. Insurance Carried By Facility:
 Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

5. **Nondiscrimination:**
The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, disability, and/or medical condition. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

6. **Student Health Records:**
Any student participating in a Program shall provide verification of annual T.B. screening and immunization paperwork required by Community Care Licensing. This record is to be maintained in the Child Development and Education Studies Department at the College with a copy being given to the Facility.

7. **Student Medical Care:**
To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her training during a rotation, the student shall be treated by Facility as appropriate.

8. **Confidentiality of Student Records:**
Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the Program, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

9. **Verification:**
College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Facility to offer the Program to College's students participating in the Program. If requested by Facility, College will provide Facility with verification that the Program is duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

10. **Indemnification:**
All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students 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 the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
11. **Governing Law:**
This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
12. **Educational Purposes:**
Students of the College are present at the Facility for educational purposes only and as such are not considered employees of the Facility. Students will receive no pay for participating in the training at the facility.
13. **Effective Date Termination:**
This Agreement shall be effective as of the date signed, and shall continue in effect for three (3) years, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a student Program is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the student Program.
Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
14. **Notices:**
Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Facility:
Anaheim Elementary School District
1001 South East Street
Anaheim, CA 92805
ATTN: Director, Early Childhood Education

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
ATTN: Child Development and Education
Studies Department

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
ATTN: Vice Chancellor
Business Operations & Fiscal Services

15. Entire Agreement:
This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Facility:
Anaheim Elementary School District
1001 South East Street
Anaheim, CA 92805

District:
Rancho Santiago Community College District on
behalf of Santa Ana College
2323 North Broadway
Santa Ana, CA 92706

By: _____

By: _____

Printed Name: Elaine Coggins
Title: Director,
Early Childhood Education

Printed Name: Peter J. Hardash
Title: Vice Chancellor
Business Operation & Fiscal Services

Date: _____

Date: _____

and

By: _____

Printed Name: Dr. Linda Wagner
Title: Superintendent

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Student Services**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Santa Ana College Memorandum of Understanding (MOU) with the Mexican Consulate in Santa Ana	
Action:	Request For Approval	

BACKGROUND

The Mexican Consulate in Santa Ana is requesting Santa Ana College establish a Higher Education Center in their facility located at 2100 E. Fourth Street, Santa Ana, CA 92705. Approximately 300 Mexican nationals living in Orange County visit the Consulate on a daily basis. The Consul is most interested in seeing that their clients become aware of the educational opportunities available at Santa Ana College for them and their children. The original agreement was approved by the Board of Trustees in January 2017 but is being resubmitted with updated language requested by the Consulate that Santa Ana College fully supports.

ANALYSIS

According to the US Census (2010) American Community Survey data, an estimated 918,000 foreign-born people live in Orange County. Of these, Mexican nationals make up 40 percent. Creating a permanent outreach zone within the Mexican Consulate will serve to easily disseminate information about SAC academic and support programs to this highly immigrant community. This effort is supported by the Lumina Foundation Community for Attainment Partnership grant awarded to Santa Ana College with the aim of increasing the number of adults who enroll in and earn a college degree. Santa Ana College outreach staff from both credit and non-credit will identify this location as one of their regular community recruitment sites.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santa Ana College Memorandum of Understanding (MOU) with the Mexican Consulate in Santa Ana.

Fiscal Impact:	Approximately \$8,000 (Lumina CPA Grant)	Board Date: July 17, 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:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Memorandum of Understanding between the Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on Behalf of Santa Ana College for the Establishment of the Window of Educational Opportunities Program (Programa de la Ventanilla de Oportunidades Educativas)

The Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College, hereinafter referred to as “the Parties”;

Sharing their mutual interest and effort to empower the Mexican community in Orange County with information about preparing youth for college options and opportunities;

Recognizing that consular offices are a suitable space for promotional activities on education;

Considering that the Santa Ana College works in association with higher educational institutions as well as with other educational institutions, civil organizations and governmental agencies.

Have reached the following understanding:

ARTICLE I
Objective

The objective of this Memorandum of Understanding (MOU) is the implementation of the “Programa de la Ventanilla de Oportunidades Educativas” (VOE)/Window of Educational Opportunities Program at the Consulate’s facilities, in order to increase the knowledge of Mexican families about early college preparation, high school graduation requirements, college options, university eligibility, financial aid for college and opportunities available for undocumented students, as well as to promote the knowledge of English among the Mexican youth in Orange County.

ARTICLE II
Responsibilities for the Parties

I. Santa Ana College agrees to the following:

- a) To be responsible of guarantying the quality of the VOE services at the Consulate;

- b) To coordinate staff from Santa Ana College, Cal State University -Fullerton, University of California –Irvine and Padres Promotores to engage with the public through the “Window of Educational Opportunities” at the Consulate;
- c) To identify and deploy staff from its collaborative institutions and organizations to the “Window of Educational Opportunities” for a minimum of 10 hours per week;
- d) To identify financial resources to equip the Window of Educational Opportunities at the Consulate with equipment and supplies to define the space and make it conducive for exploration, inquiry, and small presentations;
- e) To identify and propose to the Consulate the participation in the VOE of other educational institutions, civil organizations and governmental agencies (Collaborating Institutions);
- f) To coordinate the participation of the collaborating institutions as needed;
- g) To provide the Consulate a quarterly progress report;
- h) To hold regular meetings with the collaborating institutions, as needed; and
- i) The personnel of Santa Ana College, during their work within the Consulate or during any activity related to it, shall never be considered part of the personnel of the Consulate and must carry their identification at all times.

II. The Consulate agrees to the following:

- a) To oversee the effectiveness, efficiency and quality of the VOE services;
- b) To designate an area inside the Consulate facilities for the VOE, where the Santa Ana Partnership is accessible to the public;
- c) To provide internet connection for Santa Ana College;
- d) To allow the use of the Consulate facilities (restrooms, kitchen, utility and other non-restricted areas) to Santa Ana College’s staff.
- e) To establish operation hours for the VOE and communicate any changes in advance to Santa Ana College and to the Collaborating Institutions; and,
- f) To inform the Collaborating Institutions regarding the policy and rules at the Consulate.

ARTICLE III
Financing

Santa Ana College will incorporate all aspects of the VOE into its institutional work plan to further the mission of the college and the goals of the VOE

ARTICLE IV
Transparency and Information Management

Without express and written permission of the other Party, the Parties will not use information obtained through collaborative activities under this Memorandum of Understanding for any purpose that is not included in it. Private information of VOE users will be handled under strict confidentiality criteria as outlined in applying federal and local laws.

Petitioners shall not be approached with any other purpose than the one referred at this Memorandum of Understanding.

ARTICLE V
Follow-up Mechanism

To achieve the objective of this Memorandum of Understanding, each of the Parties agrees to appoint a coordinator, who will oversee the compliance of the responsibilities of the Parties established in this instrument.

The Consulate appoints the Head of the Department for Economic and Academic Promotion and Santa Ana College appoints the Vice President's Office, Student Services of the Santa Ana College as coordinators, who will meet thrice a year, as needed.

ARTICLE VI
Dispute Resolution

Any dispute arising from the interpretation or application of this Memorandum of Understanding will be resolved by the Parties by mutual written agreement.

ARTICLE VII
Final Provisions

This Memorandum of Understanding will enter into force from the date of the signature and will remain in effect until any of the Parties decides to terminate it by written notice sent to the other Party sixty (60) days in advance to the proposed date for the termination.

The early termination of this Memorandum of Understanding will not affect the conclusion of the cooperation activities that have been formalized during its validity.

This Memorandum of Understanding may be modified by mutual consent of the Parties, formalized through written communications specifying the date of entry into force of the modifications.

Signed at Santa Ana, California, the ____ of _____, _____ in three (3) originals, in the Spanish and English languages, being all texts equally authentic.

MARIO CUEVAS ZAMORA
Head Consul
Consulate of Mexico in Santa Ana

PETER J. HARDASH
Vice Chancellor
Business Operations and Fiscal Services,
Rancho Santiago Community College
District of the United States of America

Linda D. Rose, Ed.D.
President
Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Student Services**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Statement of Work for Implementation of Lexmark's Transform Software for Santa Ana College Financial Aid Office	
Action: Request for Approval	

BACKGROUND

The Santa Ana College Financial Aid Office purchased Transform software from Lexmark (Board approved May 30, 2017). The Transform software allows students to submit documents on-line providing access to a major financial aid service to students anytime and anywhere. The Transform software will work with our current Ellucian Colleague and Lexmark Perceptive Content software to be able to insure accurate information and electronic signature verification. An additional benefit will be the reduction of wait times in the Financial Aid Office since most students will not need to come to campus to submit documentation.

The attached statement of work outlines the installation and configuration of Transform and Perceptive Content as well as training and electronic document design work. The implementation will be funded using 100% Financial Aid Categorical funds.

ANALYSIS

The attached Statement of Work ties back to the purchase of the Transform product (\$67,000) that was approved by the Board of Trustees at their May 30 meeting. There are no additional costs associated with the Statement of Work. It simply itemizes the training and professional services that were implicit in the Lexmark quote at that time.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Statement of Work for implementation of Lexmark's Transform Software for Santa Ana College Financial Aid Office as attached.

Fiscal Impact: \$0	Board Date: July 17, 2017
Prepared by: Robert Manson, Associate Dean, Financial Aid, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services, SAC	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Statement of Work

Santa Ana Community College

Admissions/Records Transform

05/16/2017

Prepared by:

Rich Gaul

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1 Executive Summary

Lexmark Enterprise Software (“Lexmark”) and Rancho Santiago Community College District (hereinafter “Customer”) will work together to implement a Lexmark software solution. Lexmark’s Professional Services team is responsible for the planning, solution design, installation, configuration, and testing of the proposed solution(s) as illustrated in this Statement of Work (“SOW”).

This SOW is subject to the terms and conditions of Master Software and Services Agreement between Lexmark and Customer dated 04/14/2010 (the “Agreement”). This SOW is governed by and subject to the terms and conditions of the Agreement. All defined terms used herein and not separately defined shall have the same meanings as set forth in the Agreement.

This SOW describes services to be performed for the following solution(s) in scope:

- Transform Install and Configuration
- Transform EForms Manager Configuration
- Design and Delivery of one (1) Transform form
- Modifications to Perceptive Content to allow Transform Submission

2 Services in Scope – Financial Aid Transform

2.1 Services

The following Services are in scope of this engagement:

- a. Installation and configuration of Transform in one production and one non-production environment. The components to be installed and configured are:
 1. Transform EForms Manager
 2. Transform iFiller Server
 3. Transform Designer (up to one Designer workstation)
 4. Transform Filler Client (up to one Filler client workstation)
- b. Configuration of Transform eForms Manager in one production and one non-production environment. This configuration includes:
 1. Creation of ECM Connector for Integration with Perceptive Content
 2. Creation of up to 1 (one) Autofill handler to be used to populate student data on forms using a database or flat file (CSV) query. This handler will be used on each form as needed to populate student header information.
 3. Creation of Up to one LDAP Authentication Scheme to allow users to log into a form using LDAP credentials. These credentials may be used in conjunction with the Autofill handler to auto populate data.
- c. Design and Delivery of up to one (1) Transform. Form may include:
 1. Up to 40 edit boxes, check boxes, and radio buttons for manual data entry
 2. Attachments button to allow submission of supporting documentation along with the Transform
 3. Submit button to allow the user to submit and index the form and all attachments
 4. Up to 1 Transform workflow steps to enable submission to Perceptive Content
 - An additional action to send notifications via email may be included in this workflow step.
 5. Up to one Autofill Handler used to populate data from an external source (database or delimited flat file).
 6. Up to one LDAP Authentication Scheme to allow users to log into a form using LDAP credentials
- d. Modifications to Perceptive Content to allow submission of Transforms. These modifications may include:
 1. Configuration of Integration Server for use with Transform
 2. Creation of Document Types for the forms specified in this Statement of Work
 3. Creation of up to 3 workflow queues to be used for the form specified in this Statement of Work.
 4. Creation of up to 4 custom properties to be used for the form specified in this Statement of Work

3 Assumptions

- a. Solution will be deployed at a single geographical location. Deployment of Lexmark resources at additional locations is not included in scope. Lexmark may provide an estimate for additional services or Customer may implement the repeatable solution independently.
- b. Software and services not outlined above which are necessary to satisfy business requirements not yet discovered are excluded from scope.
- c. Cost and schedule details are estimates only and may adjust depending on the overall scope of the project.
- d. Delivery occurs on a Time & Material basis.
- e. Forms included in scope are to be patterned and designed using the samples provided and included in this document in Exhibit A. Slight changes to the design may be needed to ensure functionality and proper display.
- f. Although the forms may be designed to gather approvals from form recipients using text boxes and manual entry, Electronic and Digital signatures are not included in scope of this solution.
- g. If additional forms or functionality are required, outside of what is listed above, a scope change may be requested and the Project Manager will provide an estimated level of effort and quote for those services.

4 Customer Responsibilities

- a. Customer is responsible for confirming the SOW meets project expectations.
- b. Customer is responsible for communicating all timeline restrictions, deadlines, resource constraints and other requirements to the Project Timeline.
- c. Customer will be responsible for scheduling necessary resources and attending all scheduled meetings. Customer will also be responsible for working independent of scheduled calls to complete deliverables and finalize requirements.
- d. Configure Perceptive Content solution components outside of the configurations listed above. This may include but is not limited to workflows needed to process Transforms after they have been submitted to Perceptive Content.

5 Environment Specifics

This section describes the Lexmark products employed as part of this deployment as well as the services performed to install and configure the products for the solutions included in this SOW.

The Lexmark solutions outlined in the SOW deployed in the environments stated below. Integration between Lexmark solutions and other applications will be dependent on availability of these environments.

- 1 Production Environment
- 1 Non-Production Environment

6 Assumptions

The below assumptions relate to all solutions included in this SOW and will be of particular interest to business process owners and the Customer's project team.

6.1 Assumptions regarding project delivery

- a. Solution will be deployed at a single geographical location. Deployment of Lexmark resources at additional locations is not included in scope. Lexmark may provide an estimate for additional services or Customer may implement the repeatable solution independently.
- b. Lexmark assumes the Customer's applications with which the solution is integrating are in production and not in a state of flux (ex. application upgrades, system migrations, etc.).
- c. Software and services not outlined above which are necessary to satisfy business requirements not yet discovered are excluded from scope.

6.2 Assumptions regarding project methodology

- a. The Lexmark project manager is responsible for development of the *Project Charter and *Project Timeline as well as providing updates to the Customer project team.
- b. The timeline and project effort detailed in the Project Charter must be accepted by Customer before configuration work begins. Any change requested by Customer to the schedule or to the scope will be estimated and itemized in a *Change Request that will identify the incremental cost.
- c. Lexmark project manager will be responsible for creating a project timeline during the Plan phase, outlining the schedule for specific events and milestones of the project. The Project Timeline will include tentative dates for delivery.
- d. Lexmark will document design meeting minutes and identify outstanding issues and/or decisions.
- e. Lexmark will provide best practice recommendations and document all requirements in the *Design Document.
- f. After Customer has approved the Design Document, all subsequent changes or additions to scope mutually agreed upon in the Design Document will be addressed through a Change Request and the effect of these changes on the agreed schedule will need to be evaluated.
- g. Once Customer sign-off on the Design Document has been received, the delivery resources shall be confirmed. It is possible due to resource availability at the time of assignment that delivery dates may adjust slightly forward or backward from the original plan.
- h. The standard project estimate presupposes that project status meetings will be conducted no more frequently than weekly. Additional hours will be added to the project if more frequent status meetings are requested.
- i. During the Plan phase of the project, the Lexmark project manager will work with Customer to identify specific requirements that will determine successful project completion and closure.
- j. The scope defined in this SOW assumes that Lexmark adheres to its standard project methodology and that all project management artifacts are assumed to follow Lexmark's standards. It is understood that deviation from these standards upon request from the Customer may result in an adjustment of the estimated level of effort.

For detailed explanation of the Project Methodology phases, refer to the addendum at the end of this document.

7 Customer Responsibilities

7.1 Project

This section details the Customer's responsibilities regarding the execution of the project.

- a. Customer is responsible for confirming the SOW meets project expectations.
- b. Customer is responsible for completing the *Project Questionnaire within 7-10 days of commencement of the Plan phase of the project.
- c. Customer is responsible for communicating all timeline restrictions, deadlines, resource constraints and other requirements to the Project Timeline.
- d. Customer will be responsible for scheduling necessary resources and attending all scheduled design meetings. Customer will also be responsible for working independent of scheduled calls to complete deliverables and finalize requirements.
- e. Accurately and timely sign off on completed requirements as documented in the Design Document.
- f. Customer shall certify the Design Document meets the business requirements expressed by business process owners.
- g. Customer will be responsible for completing and submitting a comprehensive testing plan to support *System Integration and *User Acceptance Testing.
- h. Customer will be responsible to provide staff to execute test cases during the scheduled User Acceptance Testing.
- i. Customer will be responsible for creating test cases and completing and submitting a comprehensive testing plan to support required testing cycles that indicate Lexmark resource expectations and resource requests.
- j. Customer is responsible for all queries and/or external lookups to Customer applications.
- k. Customer is responsible for closely managing any outsourced resource(s). Lexmark expects that any outsourced activity to be transparent to the Lexmark project manager.

7.2 Environment

This section details the Customer's responsibilities regarding the solution environment, access, and network infrastructure.

- l. Customer is responsible for acquiring necessary server and hardware components, and for providing Lexmark with necessary network access, to complete the objectives identified in this SOW. If network connectivity is not provided, Lexmark will provide connectivity for an additional fee as described above. Customer is responsible for providing capture hardware.
- m. Customer will be responsible for supporting and maintaining the server hardware operating systems, required database(s), and network environment. Database maintenance should be performed regularly or as part of your network maintenance plans. Customer is responsible for performing routine server backups and maintaining disaster recovery & contingency plans.
- n. Due to the enterprise architecture of Lexmark solutions, the Customer will identify one or more system administrator(s) who will have administration and management privileges for the entire Lexmark Application environment during the Plan phase of the project. This resource will be required to complete a product training and will be expected to be involved closely with all phases of the project. Additional product training may be

requested by the Lexmark project manager. Failure to assign an administrator will result in postponement of the delivery until an administrator is assigned.

- o. Customer is responsible for all performance/load testing following delivery of the solution.
- p. Customer will provide read-only access to an LDAP repository for user provisioning and authentication.

8 Training and Documentation

8.1 Training

The Lexmark project methodology reinforces user independence for testing, training, and support of implemented solutions. The Lexmark Professional Services team will conduct the following training throughout the delivery of the project.

8.1.1 Train the Trainer (Super User Training)

- a. Lexmark employs a train-the-trainer approach that focuses on super users that will be responsible for User Acceptance Testing phases and end-user training. This approach enables Lexmark resources to provide detailed training for each solution, and empowers Customer to learn and support the solutions themselves.
- b. Includes training for up to 8 hours for up to five (5) Customer resources that are considered system analysts, super users, power users, or similar. Train-the-trainer is typically conducted in a classroom setting, with available workstations, and a projector.

8.2 Documentation

- a. Lexmark will provide access to the Lexmark Enterprise Software Customer Portal, which provides a wide range of services and information including an online knowledgebase, product news, discussion groups, downloads, and product documentation such as system and server administration guides.
- b. All project documentation will be provided to Customer in a modifiable format.
- c. Following the conclusion of application testing and delivery of training documentation, Lexmark will not be responsible for any additional updates or modifications to training documentation.
- d. Custom documentation, such as end-user training documentation, implies additional Professional Services and is not included within the scope of this solution. Additional services for custom documentation may be quoted per solutions during the project and will be presented to Customer in the form of a scope change.
- e. Customer will possess the final version of the Design Document to provide documentation of the implemented solution(s) with explanations of workflow, configuration settings and business processes.



9 Testing and Support

9.1 System Integration Testing (“SIT”)

- a. Lexmark will provide support for up to 4 hours of System Integration Testing (SIT).
- b. Additional support of SIT implies additional services and is not included within the scope of the solution.
- c. Integration Testing covers testing of:
 - o Integration of Transform with Perceptive Content
 - o Integration of Transform with Customer LDAP Environment
 - o Integration of Transform with Customer data source for Autofill lookups (DB or flat file)
- d. Integration Test requirements:
 - o It is expected that the Customer will provide required resources available for Integration Tests as defined in the Project Timeline at time of project kick off.
 - o If relevant Customer resources are not available and present for Integration Tests as outlined, additional services and cost will occur.
- e. SIT must be scheduled to start after completion of solution testing.
- f. SIT is performed and driven by the Customer.

9.2 User Acceptance Testing (“UAT”)

- a. Lexmark will provide onsite support for up to 16 hours of User Acceptance Testing (“UAT”).
- b. Additional support of UAT implies additional services and is not included within the scope of the solution.
- c. UAT activities are defined and documented prior to the start of solution delivery.
- d. UAT must be scheduled to start within five (5) weeks of completion of onsite delivery tasks.
- e. UAT phase is performed and driven by the Customer.

9.3 Go-Live Support (GLS)

- a. Lexmark will provide *Go-Live Support for up to 8 hours.
- b. Additional GLS implies additional Professional Services and is not included within the scope of this solution.
- c. GLS activities include technical knowledge transfer post-Go-Live, problem resolution, configuration refinement and efficiency improvement.
- d. A single Go-Live will be supported. Multiple, phased Go-Lives imply additional Professional Services and are not included within the scope of this solution.
- e. GLS activities are defined and documented prior to the start of solution delivery.
- f. GLS must be scheduled to start within five (5) weeks of the completion of onsite delivery tasks.
- g. Lexmark requires that Customer provide a comprehensive GLS Plan that will be shared with all departments and support staff that will be involved in each solution Go-Live. This plan will identify the appropriate Customer channels for issue resolution or escalation. Customer will provide the first levels of GLS to encourage solution independence and knowledge, but issue escalation paths will include Lexmark resources.

10 Project Terms

- a. This SOW is valid for Customer's signature for thirty (30) days following the date set forth on the first page of this SOW unless otherwise agreed and stated herein. After such thirty (30) days, this SOW and the applicable pricing is subject to change. Specific assumptions and constraints will be determined pending discovery of unique requirements surrounding Customer's business processes and IT environment.
- b. Lexmark will work with Customer to deliver the services contained in this SOW within the timeframes of the mutually agreed upon Project Timeline identified during the Plan phase of the project. In the event that Customer is responsible for delays in project delivery, causing timeline extensions and/or extended durations of events within the agreed upon Project Timeline resulting in added services efforts, additional services costs may be presented in the form of a scope change as this extends the services effort contained within this SOW.
- c. Any services not explicitly identified in this SOW as services in scope will be considered out of scope. Additional services may be represented in the form of a scope change.
- d. Any requests for services outside the scope of this SOW or outside the functionality or capabilities of the currently installed software will be addressed separately and may incur additional professional services hours and costs.
- e. Services and support within the scope of this document are to be performed Monday through Friday during standard business hours unless otherwise stated in this SOW.
- f. This SOW assumes that Customer will provide the appropriate resources and deliverables identified during all phases of the project to maintain Project Timeline.
- g. During the Plan Phase of the project, the Lexmark Project Manager will work with Customer to identify specific requirements that will determine successful project completion and closure.
- h. The Services provided under this SOW are independent to the software support and maintenance services ordered by Customer which are provided by the Lexmark Support Team.
- i. Lexmark assumes this SOW covers the efforts required through delivery of the solution. Once the solution has been delivered, assuming no critical defects are open, the services provided under this SOW shall end no more than five (5) weeks after delivery. Any services required past this timeframe are not covered by the scope in this SOW.
- j. Upon successful deployment and completion of agreed upon milestones, the Lexmark Professional Services team will transition Customer and the solution to the Lexmark Enterprise Software Support team.
- k. Travel and expenses will be billed as incurred. Lexmark uses a per diem system for project-related meal expenses based on approved GSA rates by location. Lexmark will not use GSA rates for lodging. Actual lodging expenses will be invoiced as incurred.
- l. Cancellation requests received ten (10) or more business days prior to the first scheduled day onsite are accepted at no charge. Cancellation requests received nine (9) or fewer business days prior to the first scheduled day onsite are subject to a charge equal to 100 percent (100%) of the original scheduled time onsite. Any travel expenses resulting from the cancellation will be billed to Customer.
- m. This SOW is governed by and subject to the terms and conditions of the Agreement. All defined terms used herein and not separately defined shall have the same meanings as set forth in the agreement. In the event of conflict between this SOW and the Agreement, the terms of this SOW shall control.

11 Change Management

11.1 Changes to the SOW

- a. Either party may elect to submit written Change Requests to the other party proposing changes to the SOW. All changes to the requirements and SOW will be made using agreed-to project change control procedures.

11.2 Change Order Procedure

- a. If either of the parties wishes to alter the approved Design Document, or this SOW, the following procedure will apply.
 - o The person who requests the change (the "Originator") will forward to the other party (the "Recipient") a *Change Order, which will include the following:
 - Project identification
 - Originator's name and title
 - The date of the Change Order
 - Priority level of the request as either Priority 1 (Urgent) or Priority 2 (Ordinary)
 - A description of the proposed change
 - The reason for the proposed change

12 Quote and Payment Terms

12.1 Terms of Payment

All amount in this SOW are in the currency identified in the Quote. Invoices for both services and expenses shall be due and payable in accordance with the Agreement. Any hours incurred during the period that were not invoiced will be included as part of the next month's invoice.

12.2 Time and Materials

Invoices will be submitted on a monthly basis for the days of work incurred.

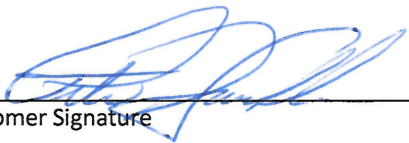
The total professional services costs are based on the hourly rates listed in the below table. This estimate is based upon the implementation of the scope as outlined above

Scope	Rate	Hours
Professional Services Estimate	\$250/Hr	100

13 Signatures

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives, effective as of the date this SOW is executed both by Lexmark and Customer.

*Sue
SR*


Customer Signature

Peter Hardash
Customer Signee Name (print)

Vice-Chancellor Fiscal Services
Customer Signee Title

6/28/17
Signature Date


Lexmark Signature

Cheryl A. Riddle
Lexmark Signee Name (print)

Vice President
Lexmark Signee Title

6/15/17
Signature Date

14 Addendum

14.1 Term Definitions

Technical Architecture Diagram

Document containing detailed server specifications tailored to the Customer's environment based on their solution components, volumes and expected usage patterns.

Project Charter

A document drafted by the Lexmark Project Manager based on their understanding of the project to date, and works with the Customer to finalize. The approved SOW should be embedded into the project charter. If one does not exist, the PM should either work with Sales to get one created, or create one for the project charter.

Design Document

All design components, Customer provided information, and decisions on the setup should be thoroughly written out within this document. Request for Customer sign-off should not occur if any deliverables are outstanding, no matter how small they might seem. The Design Document should be updated with all applicable information and finalized for the Customer to review and sign-off prior to their delivery.

Project Questionnaire

A preliminary document delivered to the Customer that is used to help prepare for project kickoff (the initial meeting between the Customer and Lexmark Project Manager).

Project Timeline

A formal document the Lexmark Project Manager delivers to the Customer, which includes all project tasks in scope and their corresponding scheduled dates of completion.

System Integration Testing

A testing process that exercises a software system's coexistence with others. The Lexmark Consultant will work with the Customer and any external resources to test integration with the Customer's application after confirming a successful solution testing.

User Acceptance Testing

The last phase of the software testing process and occurs after training is complete. During UAT, actual software users test the software end to end to make sure it can handle required tasks in real-world scenarios according to defined project scope. This is the responsibility of the Customer but the Lexmark Consultant will support the Customer through UAT if included in the terms of the contract.

Go-Live Support

If included in the terms of the contract, the Lexmark Consultant will provide Go-Live Support to the Customer. The Lexmark Consultant will be available to answer any questions, or quickly address any issues that arise after Go-Live.

Change Request

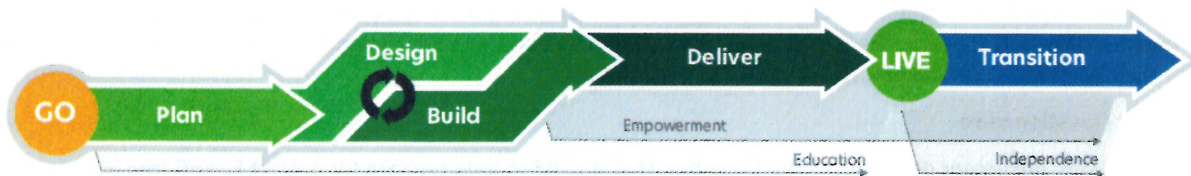
A Change Request is to be utilized when any material variable is introduced into the scope of the project that isn't covered in the project's estimate. Additionally, if at any point, the scope of the project requires the budget of the project to be exceeded by more than 10%, a Change Request must be added to process the additional billings.

Solution

The specific configuration of Lexmark software performed to address the Customer's functional requirements as part of this SOW.

14.2 Project Methodology

- Lexmark employs a proven project methodology which promotes and encourages Customer education, empowerment, and ultimately product independence.
- Each phase of the project has been specifically designed to provide Customers with tools and resources not only necessary to support a successful implementation, but to enable and empower Customers to support and expand their Lexmark software solutions.
- Each project will consist of the following phases that will be used to benchmark implementation and project management activities through project completion.
- Lexmark maintains project documentation, risks, issues, deliverables and project timeline through a collaborative web-based tool. Access by the Customer to this tool will be provided by the Lexmark project manager.



- ✓ **Plan**
Align Lexmark and Customer project expectations, finalize and approve project charter and project timeline, finalize and schedule project resources
- ✓ **Design**
Complete workflow discovery and document detailed solution requirements, review and finalize solution design
- ✓ **Build**
Build and test solution components, with an iterative approach, based on the solution design process
- ✓ **Deliver**
Complete build and testing activities of the solution, provide training and documentation, UAT, or other Customer testing, support, finalize, and approve solution
- ✓ **Transition**
Support go-live activities; finalize project documentation, project closure, transition to support

Please ask your Lexmark account executive for a complete description of the Implementation Methodology.

14.3 Lexmark Project Deliverables

As part of the project, Lexmark will provide a standard set of deliverables to the Customer. As Lexmark provides project services to many customers, these deliverables will be in a standard Lexmark format. If the Customer requires additional documentation or deliverables or specific format requirements, there will be additional professional services fees. Following the conclusion of testing and delivery of training documentation, Lexmark will not be responsible for any additional updates or modifications to training documentation.

- *Design Document* – This documents the design of the system.
- *Project Timeline* – This is the project schedule.
- *Sample Functional Test Scenarios* – These scripts are intended to be the basis that Customer will use to develop more detailed test scripts.
- *The Customer Solution* – In compliance with the Design Document will be implemented in the Customer system.
- *Lexmark Customer Portal* - Lexmark will provide access to the Lexmark Customer Portal, which provides a wide range of services and information including an online knowledgebase, product news, discussion groups, downloads, and product documentation such as system and server administration guides.

14.4 Roles

The purpose of this section is to clarify roles and responsibilities, decision making authority and processes, and how information is gathered and disseminated.

Customer Roles

Project Manager

- Plan and execute production of test specifications.
- Responsible for business requirements gathering and functionality input.
- Ensure development of representative test material.
- Manage all organizational and process enhancements, typically referred to as “Change Management”.
- Ensure the project has the necessary resources.
- Supervise and coordinate resource cooperation between Lexmark and Customer.
- Coordinate availability of hardware required for the project.
- In the event of a scope change, approve the Change Request and send to the Lexmark Project Manager.
- Maintain and own an open items list to track all open items during the project. This list may include open deliverables (missing information or documentation) and product related issues.
- Distribute all information during the project is the appreciate resources within the company unless otherwise stated. All information will be available in MS Word, MS Excel, MS Project, or Adobe PDF format if not stated otherwise.
- Coordinates with other resources for testing and project requirements including procuring the necessary resources for training and testing purposes.
- Provide approval that the solution has been adequately tested and performs in compliance with the Design Document before Lexmark will move the solution to production.
- Provide approval of functional requirements and timelines.

IT Resources

- Responsible for various technical, installation, security, workstation and server functions, and other technical/IT related functions in support of the Lexmark infrastructure and software. This includes hardware setup, user administration for setup/configuration access, network security and connections, etc.
- Responsible for administration for the solution, including integration components and installation requirements.
- Supports testing and other project requirements on an as-needed basis.

Lexmark Roles

Project Manager

- Responsible for development of the Project Charter and Project Timeline as well as providing regular updates to the customer project team.
- Work with Customer to identify specific requirements that will determine successful project completion and closure.
- Responsible for creating a project timeline during the Plan phase, outlining the schedule for specific events and milestones of the project. The Project Timeline will include tentative dates for delivery. Once Customer's approval of the design has been received, the delivery resources shall be confirmed. It is possible due to resource availability at the time of assignment that delivery dates may adjust slightly forward or backward from the original plan.
- Must ensure the project has the resources it needs.
- Supervise and coordinate resource cooperation between Lexmark and Customer.
- Supervises the development of the functionality detailed in the Design Document.
- Review any requested changes and provide the Customer a project impact prognosis. If it is determined that such changes require additional resources, a cost adjustment will be provided to Customer in the form of Change Request which will be amended to the Project Definition.
- Approves project-input deliveries.
- Defines routines for planning and follow-up.
- Handles all Support needs before the project is transitioned to Global Enterprise Support Services.

Consultant

- Gathers and analyzes business requirements which will be used to provide recommendations for a final solution design.
- Responsible for Lexmark functionality design and delivering user requirements per scope definitions and solution design.
- Document design meeting minutes and identify outstanding issues and/or decisions.
- Install and configure all applicable Lexmark Enterprise Software components.
- Configure the Lexmark Database deployment.
- Ensure security requirements for database connections and user authentications are valid.
- Provide the database administrator with maintenance and administration best practices and recommendations.
- Responsible for solution setup, delivery, training and testing.
- Implements the project according to finalized Design Document.

- Responsible for Unit Testing and working with the Customer to perform Solution Integration Testing.
- Provide training and support end-user testing phases.
- Conduct support during User Acceptance Testing and Go-Live Support

Quality Assurance Manager

- Monitors project process and quality from start to finish.
- Serves as an escalation point, if needed.

Solution Architect

- Solution expert who ensures meaningful design and effective implementations.
- Responsible for guiding design decisions, best practices, and supporting documentation.

Technical Architect

- Responsible for the technical aspects of the Lexmark solution and working with the Customer's IT staff to answer any questions regarding architectural best practices.

Solution Development Engineer

- Develops integration components, forms, and automation for Lexmark solutions.

Account Manager

- Responsible for maintaining a business relationship with Customer.
- Functions as an escalation point as necessary.

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

To: Board of Trustees	Date: July 17, 2017
Re: Approval of the Memorandum of Understanding (Phase II) between Orange County Development Board and the Partners of America's Job Center of California Network	
Action: Request for Approval	

BACKGROUND

RSCCD is one of the collaborating partners and it is required to participate in the regional collaboration under WIOA Title 1. The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating within the jurisdiction of the Orange County Development Area create a seamless, customer-focused America's Job Center of California (AJCC) network that aligns service delivery across the board and enhances access to program services.

ANALYSIS

For 2017-2018, Santa Ana College proposes to enter into this agreement with Orange County Development Board to align services with partners of the America's Job Center of California Network.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding (Phase II) between the Orange County Development Board and the Partners of America's Job Center of California Network as presented.

Fiscal Impact:	No additional cost to the District	Board Date: July 17, 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	

MEMORANDUM OF UNDERSTANDING (PHASE II)
BETWEEN
ORANGE COUNTY DEVELOPMENT BOARD
AND
THE PARTNERS OF
AMERICA'S JOB CENTER OF CALIFORNIA NETWORK

LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Orange County Development Board (OCDB), with the agreement of the Chairperson of the Orange County Board of Supervisors, to develop and enter into a Memorandum of Understanding (MOU) between the OCDB and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in the Orange County Development Area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

INTRODUCTION

The Orange County Development Board's goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating within the jurisdiction of the Orange County Development Area create a seamless, customer-focused America's Job Center of California (AJCC) network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

VISION

Empower Orange County employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

MISSION

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

SYSTEM STRUCTURE

AMERICA'S JOB CENTERS OF CALIFORNIA

The OCDB has two comprehensive and two affiliate AJCCs, also known as one-stop centers, which are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities. There is one additional comprehensive AJCC in the City of Santa Ana and one additional comprehensive AJCC in the City of Anaheim, each administered by an independent Workforce Development Board. The State of California has designated Orange County as a Regional Planning Unit.

ADMINISTERED BY THE ORANGE COUNTY DEVELOPMENT BOARD

- 1. American Job Center (Comprehensive)**
17891 Cartwright Road
Irvine, CA 92614
(949) 341-8000
www.oconestop.com
Monday – Friday 8:00 am till 5:00 pm (Monday until 7:00 pm)

- 2. American Job Center (Comprehensive)**
7077 Orangewood Avenue, Suite 200
Garden Grove, CA 92841
(714) 241-9000
www.oconestop.com
Monday – Friday 8:00 am till 5:00 pm (Wednesday until 7:00 pm)

- 3. American Job Center (Affiliate)**
6281 Beach Blvd., Suite 307
Buena Park, CA 90621
(714) 562-9200
www.oconestop.com
Monday – Friday 8:00 am till 5:00 pm

- 4. American Job Center (Affiliate)**
Veterans Service Center
Joint Forces Training Base
Building 244
11200 Lexington Drive
Los Alamitos, CA 90720
www.oconestop.com
Monday – Friday 8:00 am till 5:00 pm

OTHER AJCCs

ADMINISTERED BY THE CITY OF SANTA ANA

5. American Job Center (Comprehensive)

Santa Ana W/O/R/K CENTER
1000 E. Santa Ana Blvd., Suite 200
Santa Ana, CA 92701
(714) 565-2600
www.ci.santa-ana.ca.gov
Monday – Friday 8:00 am until 5:00 pm

ADMINISTERED BY THE CITY OF ANAHEIM

6. American Job Center (Comprehensive)

Anaheim Jobs
290 South Anaheim Blvd., Suite 100
Anaheim, CA 92805
(714) 765-4350
www.anaheimjobs.com
Monday – Friday 8:00 am until 5:00 pm

ONE-STOP OPERATOR

The OCDB selected the one-stop operator through a competitive process in accordance with the Uniform Guidance Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900. WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement is available for public inspection. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator

PARTICIPATING ELECTED OFFICIALS, WORKFORCE BOARDS AND AJCC PARTNERS

Chief Elected Official/s:

Chair, Orange County Board of Supervisors: Michelle Steel

Local Workforce Development Board/s:

Orange County Development Board

Umbrella MOU with the Orange County Development Board

MOU #	Mandated Program	Local Partner
1	Title I - Adult and Dislocated Workers	ProPath, Inc. City of La Habra KRA Corporation
	Title I - Youth	Orange County Asian and Pacific Islander Community Alliance (OCAPICA) Saddleback College
	Title V -Senior Community Service Employment Program (SCSEP)	ProPath, Inc.
	Job Corps	Long Beach Job Corps Center
	Community Services Block Grant (CSBG)	Community Action Partnership of Orange County
	Housing and Urban Development (HUD)	Orange County Housing Authority (OCHA)
	Vocational Rehabilitation	California Department of Rehabilitation (DOR)
	Wagner-Peyser	Employment Development Department (EDD) - Workforce Services Branch
	Veterans' Programs	
	Trade Adjustment Assistance (TAA)	
	Unemployment Insurance (UI)	Employment Development Department (EDD) - Unemployment Insurance Branch
	Native Americans	Southern California Indian Center Boat People SOS Coast Community College District Garden Grove Unified School District Huntington Beach Union High School District Rancho Santiago Community College District School of Continuing Education, North Orange County Community College District South Orange County College District
	Title II - Adult Education and Family Literacy	
New Partners	Veterans' Programs	U.S. Vets

Co-Located Partners are in red-bold.

3.15(5)

Joint MOUs with the Santa Ana Workforce Development Board

2	Second Chance	Orange County Sherriff's Department (OCSD)
3	Temporary Assistance for Needy Families (TANF)/CalWORKs	Orange County Social Services Agency (SSA)

3.15 (6)

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local BOARD and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]
Infrastructure

PARTNER SERVICES

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the AJCC network system. Additional services may be provided on a case by case basis and with the approval of the OCDB.

JOB SEEKER SERVICES

<p><u><i>Basic Career Services:</i></u> Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system.</p>	<p><i>Basic Career Services cont.</i> Initial assessments of skill level(s), aptitudes, abilities and supportive service needs</p>
<p>In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)</p>	<p>Access to employment opportunity and labor market information</p>
<p>Performance information and program costs for eligible providers of training, education, and workforce services</p>	<p>Information on performance of the Local workforce system</p>
<p>Information on the availability of supportive services and referral to such, as appropriate</p>	<p>Information and meaningful assistance on Unemployment Insurance claim filing</p>
<p>Determination of potential eligibility for workforce Partner services, programs, and referral(s)</p>	<p>Information and assistance in applying for financial aid for training and education programs not provided under WIOA</p>
<p><u><i>Individualized Career Services:</i></u> Comprehensive and specialized assessments of skills levels and service needs</p>	<p><i>Individualized Career Services cont.</i> Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals</p>
<p>Referral to training services</p>	<p>Group counseling</p>
<p>Literacy activities related to work readiness</p>	<p>Individual counseling and career planning</p>
<p>Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance</p>	<p>Work experience, transitional jobs, registered apprenticeships, and internships</p>
<p>Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training</p>	<p>Post-employment follow-up services and support (<i>This is not an individualized career service, but listed here for completeness.</i>)</p>
<p><u><i>Training:</i></u> Occupational skills training through Individual Training Accounts (ITAs)</p>	<p><i>Training cont.</i> Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above</p>
<p>On-the-Job Training (OJT)</p>	<p>Incumbent Worker Training</p>

Programs that combine workplace training with related instruction which may include cooperative education	Training programs operated by the private sector
Skill upgrading and retraining	Entrepreneurial training
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	Other training services as determined by the workforce partner's governing rules

YOUNG ADULT SERVICES

<p>Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.</p>	<p>Alternative secondary school services, or dropout recovery services, as appropriate.</p>
<p>Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.</p>	<p>Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.</p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p>	<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.</p>
<p>Supportive services.</p>	<p>Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.</p>
<p>Follow-up services for not less than 12 months after the completion of participation, as appropriate.</p>	<p>Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.</p>
<p>Financial literacy education.</p>	<p>Entrepreneurial skills training.</p>
<p>Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.</p>	<p>Activities that help youth prepare for and transition to postsecondary education and training.</p>

BUSINESS SERVICES

Serve as a single point of contact for businesses, responding to all requests in a timely manner	Conduct outreach regarding Local workforce system's services and products
Provide access to labor market information	Assist with the interpretation of labor market information
Use of one-stop center facilities for recruiting and interviewing job applicants	Post job vacancies in the state labor exchange system and take and fill job orders
Provide information regarding workforce development initiatives and programs	Provide information and services related to Unemployment insurance taxes and claims
Conduct on-site Rapid Response activities regarding closures and downsizing	Provide customized recruitment and job applicant screening, assessment and referral services
Conduct job fairs	Consult on human resources issues
Provide information regarding disability awareness issues	Provide information regarding assistive technology and communication accommodations
Assist with disability and communication accommodations, including job coaches	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Develop customized training opportunities to meet specific employer and/or industry cluster needs	Provide incumbent worker upgrade training through various modalities
Develop, convene, or implement industry or sector partnerships	

ROLES AND RESPONSIBILITIES OF PARTNERS

The Parties to this agreement will work closely together to ensure that all AJCCs are high-performing work places with staff who will ensure quality of service.

ALL PARTIES TO THIS AGREEMENT SHALL COMPLY WITH:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- All amendments to each; and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

ADDITIONALLY, ALL PARTIES SHALL:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;

- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

CHIEF ELECTED OFFICIAL (CEO)

The CEO for the OCDB is the Chair of the Orange County Board of Supervisors. The CEO will, at a minimum:

- In Partnership with the OCDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local Boards and their Partners, and that incorporates plans for each of the Local areas in the planning region;
- Approve the OCDB budget and workforce center cost allocation plan;
- Approve the selection of the one-stop operator following the competitive procurement process; and
- Coordinate with the OCDB to oversee the operations of the Orange County AJCC network.

LOCAL WORKFORCE DEVELOPMENT BOARD

The Local Board [OCDB] ensures the workforce-related needs of employers, workers, and job seekers in the Local Workforce Development Area (WDA) and/or the region are met, to the maximum extent possible with available resources. The OCDB will, at a minimum:

- In Partnership with the CEO and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the OCDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy;
- In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local BOARDS and their Partners, and that incorporates plans for each of the Local areas in the planning region;
- In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO and the other Local Boards within the regional area, design and approve the AJCC network structure. This includes, but is not limited to:

- Adequate, sufficient, and accessible one-stop center locations and facilities;
- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities);
- A holistic system of supporting services;
- One or more competitively procured one-stop operators;
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
- Determine the role and day-to-day duties of the one-stop operator;
- Approve annual budget allocations for operation of the AJCC network;
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the AJCC network to operate and expand one-stop customer activities and resources; and
- Review and evaluate performance of the Local WDA and one-stop operator.

LOCAL WORKFORCE DEVELOPMENT BOARD STAFF

Specific responsibilities include, at a minimum:

- Assist the CEO and the OCDB with the development and submission of a single regional plan;
- Support the OCDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
- Provide operational and grant-specific guidance to the one-stop operator;
- Investigate and resolve elevated customer complaints and grievance issues;
- Prepare regular reports and recommendations to the OCDB; and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

ONE-STOP OPERATOR

The One-Stop Operator will employ two (2) Center Managers who will act as “functional leaders”. As such, they will have the authority to organize and supervise Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the Center Managers, will, at a minimum:

- Manage and coordinate Partner responsibilities, as defined in this MOU;
- Manage hours of operation;
- Coordinating work flow based upon operational needs;
- Coordinate staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff;
- Assist the OCDB in establishing and maintaining the AJCC network structure;
- Ensure that State requirements for center certification are met and maintained;
- Ensure that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible;
- Ensure that the OCDB policies are implemented and adhered to;
- Reinforce strategic objectives of the OCDB to Partners;
- Ensure staff are properly trained by their formal leadership organizations and provided technical assistance, as needed;
- Integrate systems and coordinate services for the AJCC and its Partners, placing priority on customer service;
- Integrate Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts;
- Ensure that services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center;
- Oversee and coordinate partner, program, and AJCC network performance;
- Provide and/or contribute to reports of center activities, as requested by the OCDB;
- Provide input to Partner management on the work performance of staff under their purview;

- Notify Partner management immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status;
- Lead implementation of Stronger Workforce Projects;
- Lead implementation of regional service delivery policies developed through the Slingshot Initiative/OC Region Compact;
- Assess, develop and generate system-wide quarterly report that accurately reflects/measures partner activity, co-enrollments, AJCC traffic, success stories and outcomes;
- Coordinate partner staff training to ensure the ability to adequately perform assigned roles, functional knowledge of the policies, procedures and specific characteristics of all co-located partner programs;
- Convene and facilitate quarterly partner meetings to ensure effective communication in the delivery of services including partner collaboration, process improvement, customer flow and integrated service delivery;
- Identify and facilitate the timely resolution of complaints, problems, and other issues;
- Ensure open communication with Partner management in order to facilitate efficient and effective center operations;
- Evaluate customer satisfaction data and propose service strategy changes to the OCDB based on findings; and
- Adhere to all applicable federal and state guidance.

The One-Stop Operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the OCDB. The OCDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator;
- Joint planning, policy development, and system design processes;

- Commitment to the joint mission, vision, goals, strategies, and performance measures;
- The design and use of common intake, assessment, referral, and case management processes;
- The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

DATA SHARING

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the OCDB's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required;

- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

REFERRALS

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the AJCC network;
- Develop materials summarizing their program requirements and making them available for Partners and customer;
- Develop and utilize common intake, eligibility determination, assessment, and registration forms, as appropriate;
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

ACCESSIBILITY

Accessibility to the services provided by the AJCCs and all Partner agencies is essential to meeting the requirements and goals of the local AJCC network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The OCDB will work with the California Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the OCDB to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the AJCC network.

OUTREACH

The OCDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner;
- An outreach plan to the region's human resources professionals;
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need;
- An outreach and recruitment plan for out-of-school youth;
- Sector strategies and career pathways;
- Connections to registered apprenticeship;
- A plan for messaging to internal audiences;
- An outreach tool kit for Partners;
- Regular use of social media;

- Clear objectives and expected outcome; and
- Leveraging of any statewide outreach materials relevant to the region.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the OCDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the OCDB or the one-stop operator.

SEVERABILITY

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as

adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

BUY AMERICAN PROVISION

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

SALARY COMPENSATION AND BONUS LIMITATIONS

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2017; Final PY 2017 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2017, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

NON-ASSIGNMENT

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

TERMINATION

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

All Parties mutually agree to terminate this MOU prior to the end date.

- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA; and
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the OCDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

EFFECTIVE PERIOD

This MOU is entered into on September 1, 2017. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 27, 2019, unless any of the reasons in the Termination section above apply.

ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Orange County AJCC network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by AJCC Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the OCDB's high-standard AJCC network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA));
- Career services; and
- Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

COST ALLOCATION METHODOLOGY

Cost allocation is the process of assigning to two or more programs the costs of an item shared by the programs. The goal is to ensure that each program bears its fair share, and only its fair share, of the total cost of the item. A cost allocation plan is a written account of the methods used to allocate costs to the programs occupying the AJCCs.

The requirement to allocate the costs of shared resources can be met by using logical and rational methods to ensure that each program is paying only its fair share of the cost of an item used in common, and that no program is subsidizing another. Generally, the methods used to allocate a shared cost should be the simplest, most straightforward way of allocating this type of cost fairly. Complex, highly detailed methods should be avoided when a simple one will achieve the objective. Methods, rules or formulas that use percentages or fractions of cost items are acceptable. Accordingly, shared costs will be based upon the square footage occupied in each AJCC. The OCDB and Partners have chosen to submit a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.

Comprehensive AJCC #1

Orange County One-Stop Center (South)

17891 Cartwright Road
Irvine, CA 92614

One-Stop Partners Co-located at This AJCC:

ProPath, Inc.
EDD

Comprehensive AJCC #2

Orange County One-Stop Center (North)

7707 Orangewood Avenue, Suite 200
Garden Grove, CA 92841

One-Stop Partners Co-located at This AJCC:

ProPath, Inc.
EDD
OCAPICA
DOR
US Vets

ORANGE COUNTY DEVELOPMENT BOARD

Infrastructure Budget: Comprehensive AJCC (OCDB – IRVINE)		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	Burke Group	737,148
Subtotal: Rental Costs		737,148
Utilities and Maintenance		
Electric	Southern California Edison	40,000
Gas	SoCal Gas	5,000
Water	Irvine Ranch Water District	5,000
Sewer Connections		
Internet/Telephones	Microsoft	19,500
Facility Maintenance Contract	Beneficial Maintenance Svcs.	5,500
Subtotal: Utilities and Maintenance Costs		75,000
Equipment		
Assessment-related products	On-line Assessments	1,500
Assistive technology for individuals with disabilities (“Access and Accommodation”)	ADA Software	10,000
Copiers	Xerox	9,700
Fax Machines		
Computers		2,500
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	CI Solutions (Badge Machines)	4,000
<i>Specify Other Tangible Equipment</i>		
Subtotal: Equipment Costs		27,700

		AJCC: IRVINE
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities <i>Specify the Technology</i>	Desktops, laptops, flash drives, printers.	7,500
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services <i>Website: www.oconestop.com</i> <i>(Does not include data systems or case management systems specific to individual program partners.)</i>	Photoshop, Fireworks, Dreamweaver, Acrobat and Publisher.	15,000
Subtotal: Technology to Facilitate Access Costs		22,500
Common Identifier Costs (Local Option, If Agreed To By All Co-located Partners)		
Creating New AJCC Signage		10,000
Updating Templates and Materials		5,000
Updating Electronic Resources		10,000
Subtotal: Common Identifier		25,000

Summary of Total Infrastructure Costs to be Shared by Co-located Partners	
Cost Category	Total Cost
Subtotal: Rental Costs	737,148
Subtotal: Utilities and Maintenance Costs	75,000
Subtotal: Equipment Costs	27,700
Subtotal: Technology to Facilitate Access Costs	22,500
Subtotal: Common Identifier Costs	25,000
TOTAL INFRASTRUCTURE COSTS FOR IRVINE	887,348

Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner’s estimated total contribution amount, and whether it will be provided through cash or non-cash (in-kind) contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly.

AJCC partners (or their respective state entity) may provide cash or non-cash (in-kind) contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner’s proportionate share.

Co-located Partners	Shared Infrastructure Costs	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: ProPath	\$887,348	71.02%	\$630,226	
Partner 2: EDD	\$887,348	28.98%	\$257,122	

<u>Shared Personnel Costs for AJCC Co-located Partners</u>				
One-Stop System Budget: AJCC Personnel				
<i>AJCC Personnel</i>	<i>Budget Detail</i>			<i>Cost</i>
Security	1 FTE @ \$56,373			\$56,373
<i>Total Budget</i>				\$ 56,373
Agreed Upon Cost Allocation Methodology to Share These Costs				
Shared Costs based on Proportionate Square Footage Occupied.				
Proportionate Share: AJCC Personnel				
Co-located Partner	Shared AJCC Personnel	Allocated Initial Share	Amount Cash	Amount In-Kind
Partner # 1: ProPath	\$56,373	71.02%	\$40,036	
Partner # 2: EDD	\$56,373	28.98%	\$16,337	

ORANGE COUNTY DEVELOPMENT BOARD

Infrastructure Budget: Comprehensive AJCC (OCDB – GARDEN GROVE)		
<i>Cost Category/Line Item</i>	<i>Line Item Cost Detail</i>	<i>Cost</i>
Rent		
Rental of Facilities	Maude-Corona	452,000
Subtotal: Rental Costs		452,000
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet/Telephones		23,000
Facility Maintenance Contract	Maude-Corona	15,000
Subtotal: Utilities and Maintenance Costs		38,000
Equipment		
Assessment-related products	On-line Assessments	3,000
Assistive technology for individuals with disabilities (“Access and Accommodation”)	ADA Software	10,000
Copiers	Xerox	8,500
Fax Machines		
Computers		7,500
Other tangible equipment used to serve all center customers (not specific to an individual program partner) <i>Specify Other Tangible Equipment</i>	CI Solutions (Badge Machines)	3,500
Subtotal: Equipment Costs		32,500
Technology to Facilitate Access to the AJCC		
Technology used for the center’s planning and outreach activities	Desktops, laptops, flash drives, printers.	7,500

		AJCC: GARDEN GROVE
<i>Specify the Technology</i>		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services <i>Website: www.oconestop.com</i> <i>(Does not include data systems or case management systems specific to individual program partners.)</i>	Photoshop, Fireworks, Dreamweaver, Acrobat and Publisher.	15,000
Subtotal: Technology to Facilitate Access Costs		22,500
Common Identifier Costs (Local Option, If Agreed To By All Co-located Partners)		
Creating New AJCC Signage		10,000
Updating Templates and Materials		5,000
Updating Electronic Resources		10,000
Subtotal: Common Identifier		25,000

Summary of Total Infrastructure Costs to be Shared by Co-located Partners	
Cost Category	Total Cost
Subtotal: Rental Costs	452,000
Subtotal: Utilities and Maintenance Costs	38,000
Subtotal: Equipment Costs	32,500
Subtotal: Technology to Facilitate Access Costs	22,500
Subtotal: Common Identifier Costs	25,000
TOTAL INFRASTRUCTURE COSTS FOR GARDEN GROVE	570,000

Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner’s estimated total contribution amount, and whether it will be provided through cash or non-cash (in-kind) contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly.

AJCC partners (or their respective state entity) may provide cash or non-cash (in-kind) contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner’s proportionate share.

Initial Allocation of Proportionate Share of Infrastructure Costs for Co-located Partners

Co-located Partners	Shared Infrastructure Costs	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: ProPath	\$570,000	65.27%	\$372,019	
Partner 2: EDD	\$570,000	27.69%	\$157,853	
Partner 3: OCAPICA	\$570,000	1.09%	\$6,213	
Partner 4: DOR	\$570,000	1.61%	\$9,177	
Partner 5: US Vets	\$570,000	4.34%	\$24,738	

<u>Shared Personnel Costs for AJCC Co-located Partners</u>				
One-Stop System Budget: AJCC Personnel				
<i>AJCC Personnel</i>	<i>Budget Detail</i>		<i>Cost</i>	
Security	1 FTE @ \$56,373		\$56,373	
<i>Total Budget</i>			\$ 56,373	
Agreed Upon Cost Allocation Methodology to Share These Costs				
Shared Costs based on Proportionate Square Footage Occupied.				
Proportionate Share: AJCC Personnel				
Co-located Partners	Shared Infrastructure Costs	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner # 1: ProPath	\$56,373	65.27%	\$36,794	
Partner # 2: EDD	\$56,373	27.69%	\$15,610	
Partner # 3: OCAPICA	\$56,373	1.09%	\$614	
Partner # 4: DOR	\$56,373	1.61%	\$908	
Partner # 5: US Vets	\$56,373	4.34%	\$2,447	

INFRASTRUCTURE FUNDING AGREEMENT

The Infrastructure Funding Agreement (IFA) contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the OCDB, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the OCDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

AJCC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

It is essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and OCDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

FUNDING TYPES

Cash

Cash funds provided to the OCDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

Expenditures incurred by one-stop Partners on behalf of the one-stop center; and

Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

Support the one-stop center in general; or

Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Sharing Other One-Stop Delivery System Costs

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners.

While only co-located partners share infrastructure costs, all One-Stop partners must share in other system costs, including applicable career services. All partners that signed the Phase I MOU must also sign the Phase II MOU for the sharing of other system costs.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

- WIOA T-I Adult, Dislocated Worker and Youth
- Wagner-Peyser
- Adult Education and Literacy
- Vocational Rehabilitation
- TANF/CalWorks
- Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs
- Migrant Seasonal Farmworker Programs
- Veterans
- Youth Build
- Trade Act
- Community Action
- Housing Authority
- Unemployment Compensation
- Second Chance

Applicable Career Services are classified as Basic or Individualized and are defined as follows:

BASIC CAREER SERVICES

Title I – Eligibility: Determinations of whether the individual is qualified to receive assistance from the adult, dislocated worker, or youth programs. [TEGL 3-15]

Outreach, Intake, Orientation: Activities which involve the collection, publication, and dissemination of information on program services available and directed toward individuals eligible to receive services. Providing broad information to customers in order to acquaint them with the services, programs, staff and other resources in the one-stop delivery system. [WIOA 134(c)(2)]

Initial Assessment: Evaluation of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs. [WIOA 134(c)(2)]

Labor Exchange/Job Search: Placement assistance, and, when needed by an individual, career counseling; provision of information on in-demand industry sectors and occupations; provision of information on nontraditional employment. [TEGL 3-15]

Referrals to Partners: Provision of recommendations to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs. [TEGL 3-15]

Labor Market Information: Provision of workforce and employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs. [TEGL 3-15]

Performance/Cost Information: Provision of performance information and program cost information on eligible providers of training services by program and type of providers. [TEGL 3-15]

Support Service Information: Provision of information relating to the availability of assistance, and appropriate referrals, including: child care; child support; medical or child health assistance; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation. [TEGL 3-15]

UI Information/Assistance: Provision of material and aid regarding filing claims under Unemployment Insurance programs, including meaningful support to individuals seeking assistance in filing a claim. [TEGL 3-15]

Financial Aid Information: Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA. [TEGL 3-15]

INDIVIDUALIZED CAREER SERVICES

Comprehensive Assessment: Specialized evaluations of the skill levels and service needs of adults and dislocated workers, which may include: diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. [TEGL 3-15]

Individual Employment Plan: Development of a strategy to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers. [TEGL 3-15]

Career Planning/Counseling: A client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary activities and supportive services, including computer-based technologies to provide job counseling during program participation and after job placement. [WIOA 134(c)(2)(xii)]

Short-Term Pre-vocational Services: Development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs. [TEGL 3-15]

Internships/Work Experience: Planned, structured learning experiences that take place in a workplace for a designated timeframe to provide individuals with opportunities for career exploration and skill development and to enhance their work readiness skills in preparation for employment. May be paid or unpaid. [WIOA 134(c)(2)(xii)]

Out-of-Area Job Search: Helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area. [WIOA 134(c)(2)(xii)]

Financial Literacy: Education or activities that include, but are not limited to: assisting individuals to make informed financial decisions; supporting individuals learning how to manage spending, credit, and debt, including loans, consumer credit and credit cards; and, teaching the significance of credit reports and credit scores and rights regarding credit and financial information. [WIOA 129(b)(2)(D)]

Integrated Education and Training (IET): A service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement. [WIOA 203(11)]

English Language Acquisition (ELA): A program of instruction designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language; and that leads to attainment of the secondary school diploma or its recognized equivalent; and transition to postsecondary education and training; or employment. [Pub. L. 113-128, July 2014, Title II, Sec. 203(6)]

Workforce Preparation: Activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment. [WIOA 1

Required Consolidated System Budget for “Applicable Career Services”

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)

The agreed upon budget for other system costs must align with the Phase I MOU agreement that outlined shared customers and services. If it does not, then the Phase I MOU must be amended to justify the budgeted system costs and align with Phase II. Therefore, Local Boards and AJCC partners should start by reviewing their signed Phase I MOUs in order to determine what each partner previously agreed to.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The signed Phase I MOU required identification of the career services that were applicable to each partner program. Accordingly, this budget must include each of the partner’s costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services Authorized to Be Provided Under Each Partner’s Program

Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	UI
T-I Program Eligibility	X	X	X			
Outreach, Intake, Orientation	X	X	X	X	X	
Initial Assessment	X	X	X	X	X	
Labor Exchange/Job Search	X	X	X	X	X	
Referrals to Partners	X	X	X	X	X	
Labor Market Information	X	X	X		X	
Performance/Cost Info	X	X	X			
Support Service Information	X	X	X	X		
UI Information Assistance	X	X	X	X	X	X
Financial Aid Information	X	X	X	X	X	

Basic Career Services	T-IV VR	CTE	T-V SCSEP	Job Corps	CSBG	HUD
T-I Program Eligibility						
Outreach, Intake, Orientation	X	X	X		X	X
Initial Assessment	X	X	X		X	X
Labor Exchange/Job Search	X	X	X	X	X	
Referrals to Partners	X	X	X	X	X	X
Labor Market Information	X	X	X	X		
Performance/Cost Info		X	X			
Support Service Information	X	X	X	X	X	X
UI Information Assistance						
Financial Aid Information		X	X		X	

Basic Career Services	Native Am	Second Chance	TANF	Veteran Services
T-I Program Eligibility				
Outreach, Intake, Orientation	X	X	X	X
Initial Assessment	X	X	X	X
Labor Exchange/Job Search		X	X	X
Referrals to Partners	X	X	X	X
Labor Market Information		X	X	X
Performance/Cost Info				X
Support Service Information	X	X	X	X
UI Information Assistance				X
Financial Aid Information			X	X

Individualized Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	UI
Comprehensive Assessment	X	X	X	X		
Individual Employment Plan	X	X	X	X	X	
Career Planning/Counseling	X	X	X	X	X	
Short-Term Prevocational	X	X	X	X		
Internships/Work Experience	X	X	X	X		
Out-of-Area Job Search	X	X		X	X	
Financial Literacy	X	X	X	X		
Integrated E&T & Eng. Language	X	X	X	X		
Workforce Preparation	X	X	X	X	X	

	T-IV VR	T-V SCSEP	Job Corps	CSBG	HUD
Comprehensive Assessment	X	X		X	X
Individual Employment Plan	X	X	X	X	X
Career Planning/Counseling	X	X	X	X	X
Short-Term Prevocational	X	X	X	X	X
Internships/Work Experience	X	X	X	X	X
Out-of-Area Job Search	X	X	X	X	X
Financial Literacy	X	X	X	X	X
Integrated E&T & Eng. Language					
Workforce Preparation	X	X	X	X	X

Individualized Career Services	Native Am	Second Chance	TANF	Veteran Services
Comprehensive Assessment	X	X	X	X
Individual Employment Plan	X	X	X	X
Career Planning/Counseling	X	X	X	X
Short-Term Prevocational			X	X
Internships/Work Experience			X	X
Out-of-Area Job Search		X		X
Financial Literacy				X
Integrated E&T & Eng. Language				X
Workforce Preparation		X	X	X

Required Consolidated Budget for the Delivery of “Applicable Career Services”

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner’s costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike infrastructure cost sharing, other system costs, including “Applicable Career Services” are not limited to the non-personnel costs and should include all costs related to the administration and delivery of those services.

Applicable Career Services	T-I Adult & DW	T-I Youth	T-I Youth	T-I Youth	T-II AEL
	ProPath	La Habra	OCAPICA	KRA	RSCCD
Basic	\$872,658	\$75,000	\$7,488	\$36,578	\$108,062
Individualized	\$1,620,650	\$75,000	\$47,840	\$26,923	\$324,187
Total	\$2,493,308	\$150,000	\$55,328	\$63,501	\$432,249

Applicable Career Services	T-II AEL	T-II AEL	T-II AEL	T-II AEL	T-III WP	UI
	SOCE-NOCCCD	GGUSD	HBUHSD	Boat People	EDD	EDD
Basic		\$940,692	\$600,000		\$2,429,602	\$13,745
Individualized	\$93,630	\$2,577,039	\$5,300,000	\$25,000	\$836,327	
Total	\$93,630	\$3,517,731	\$5,900,000	\$25,000	\$3,265,929	\$13,745

Applicable Career Services	T-V SCSEP	Job Corps	Second Chance	TANF	Veteran Services
	ProPath	LBJCC	OCSD*	OCSSA**	US Vets
Basic	\$344,500	\$1,296		\$783,750	\$42,000
Individualized	\$344,500	\$1,296		\$2,351,250	
Total	\$689,000	\$2,592		\$3,135,000	\$42,000

KEY

IRVINE ONLY
GARDEN GROVE ONLY
SYSTEMWIDE (BOTH CENTERS)

* There is a separate MOU with OCSD and the City of Santa Ana.

**There is a separate MOU with OCSSA and the City of Santa Ana.

Proportionate Share: Applicable Career Services				
<i>Partner</i>		<i>Partner Share</i>	<i>Share in Cash</i>	<i>Share in In-Kind</i>
T- I Adult & DW	ProPath	2,493,308	2,493,308	
T-I Youth	La Habra	150,000		150,000
T-I Youth	OCAPICA	55,328		55,328
T-I Youth	KRA	63,501		63,501
T-II Adult Ed/Literacy	RSCCD	432,249		432,249
T-II Adult Ed/Literacy	SOCE - NOCCCD	93,630		93,630
T-II Adult Ed/Literacy	GGUSD	3,517,731		3,517,731
T-II Adult Ed/Literacy	HBUHSD	5,900,000		5,900,000
T-II Adult Ed/Literacy	Boat People	25,000		25,000
T-III Wagner-Peyser	EDD	3,265,929	3,265,929	-
UI	EDD	13,745	13,745	-
T-V SCSEP	ProPath	689,000	689,000	
Job Corps	LBJCC	2,592		2,592
Second Chance	OCSA			
TANF/CalWorks	OCSSA	3,135,000	3,135,000	
Veteran Services	US Vets	42,000		42,000
Total Budget		19,879,013	9,596,982	10,282,031

Consolidated Budget

Total of Career Services Delivered Through the One-Stop System \$19,879,013

ATTACHMENTS

Attachment 1: Executed Phase I Memorandum of Understanding between OCDB and AJCC Partner Agency(s)

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this MOU to be executed as of the date stated below written. There are no oral understandings of the Parties or terms and conditions other than as are stated herein.

***Partner Agency**

***Orange County Development Board**

By: _____

By: _____

Name: ATTACHED
(Print)

Name: Bob Bunyan
(Print)

Title: _____

Title: Chair

Dated: _____

Dated: _____

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Lisa A. Bartlett, Chair
Orange County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By: _____

Dated: _____

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: _____

Dated: _____

DEPUTY COUNTY COUNSEL

Signature Page i.: Co-located Partners Sharing AJCC Infrastructure Costs

The Chief Elected Official, the OCDB Chairperson, and All Co-located AJCC Partners included in the sharing of infrastructure costs must sign.

By signing below, all parties agree to the terms prescribed in the sharing of infrastructure costs.

(Co-located AJCC Partner Entity)

Print Signer's Name and Title

Partner Agency Name

Signature and Date

Signature Page ii.: Partners Sharing Infrastructure Costs When Benefit Data Are Available

Phase II MOU Requirement: "The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non- co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

Print Signer's Name and Title

Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

Partner Agency Name

Signature and Date

Signature Page iii: AJCC System Partners Sharing Other One-Stop Delivery System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of other One-Stop delivery system costs.

(AJCC Partner Entity)

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

Print Signer's Name and Title

Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

Partner Agency Name

Signature and Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Student Services**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of License Agreement for the Kiosk at Main Place Mall	
Action: Request for Approval	

BACKGROUND

Santa Ana College has a kiosk located at Main Place Mall. The purpose of the kiosk is to raise community awareness about the classes and services offered at Santa Ana College and the School of Continuing Education. We use the kiosk to recruit potential new students and promote all of our community education programs.

ANALYSIS

Staff members work the booth:

Wednesdays 2 pm-5 pm

Saturdays noon to 4 p.m.

Sundays 2 p.m. to 5 p.m

In the 18 months that the booth has been operating, team members working the booth made contact with 1,779 people. Most questions answered at the booth are how do you apply, is financial aid available, and what courses do you offer.

RECOMMENDATION

It is recommended that the Board of Trustees approve the license agreement for the kiosk at the Main Place Mall and any future renewals, extensions, and addendums, as presented.

Fiscal Impact: \$10,419.00	Board Date: July 17, 2017
Prepared by: Sara Lundquist, Ph.D., Vice President of Student Services Alicia Kruienza, Dean, Student Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Centennial Real Estate Management, LLC
 8750 N. Central Expressway, Suite 1740
 Dallas, Texas 75231

Control #: _____
 Mail ID#: _____
 License Type: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") made as of this 14th day of June, 2017 (the "Effective Date") between CENTENNIAL REAL ESTATE MANAGEMENT, LLC, as Agent for LICENSOR, whose full name and address is set forth below, and LICENSEE, whose full name and address is set forth below.

A. **BASIC TERMS.** The following terms shall have the following meanings throughout this License.

1. **Licensee Permitted Trade Name:** Rancho Santiago Community College District
2. **Premises:** **Unit ID:** R026Z **Type:** RMU
Sq. Ft. Occupied: 54
3. **Shopping Center Name, Address and Telephone:** MainPlace Mall
2800 North Main Street
Santa Ana, California 92705
714-559-6520
4. **Licensor:** MainPlace Shoppingtown LLC,
a Delaware limited liability company
5. **Licensor's Notice Address:** **with a copy to:**

MainPlace Shoppingtown LLC
c/o Centennial Real Estate Management,
LLC
8750 North Central Expressway
Suite 1740
Dallas, Texas 75231
Attention: Chief Operating Officer

Mainplace Mall
2800 North Main Street, Suite 775
Santa Ana, California 92705
Attention: General Manager
6. **Remit Payment To:** MainPlace Shoppingtown LLC
FILE 910773
PO Box 311001-0773
Pasadena, CA 91110
7. **Licensee Legal Name:** Rancho Santiago Community College District,
a(n) _____
8. **Licensee's Notice Address:** 2323 North Broadway
Santa Ana, CA 92705

9. **Licensee Contact:** Peter Hardash
10. **Licensee Telephone Number:** (714) 564-7340
Licensee Email Address: Hardash_peter@rsccd.edu
11. **Licensee FEIN or Social Security Number (If Individual):** 95-2696799
12. **Term:** The period commencing **July 01, 2017**
("Commencement Date") and expiring on



Centennial Real Estate Management, LLC
 8750 N. Central Expressway, Suite 1740
 Dallas, Texas 75231

Control #: _____
 Mail ID#: _____
 License Type: _____

December 31, 2017 ("Expiration Date").

13. **Permitted Use:** For the display and distribution of information about the opportunities that Santa Ana College has to offer, in hopes to promote enrollment, and for no other use or purpose whatsoever.
14. **Base License Fee:** \$10,419.00 Total Base License Fee for Term.

Due Date	Amount
07/01/17	\$1,736.50
08/01/17	\$1,736.50
09/01/17	\$1,736.50
10/01/17	\$1,736.50
11/01/17	\$1,736.50
12/01/17	\$1,736.50

15. **Percentage License Fee:** N/A

Start Date	End Date	Sales Percentage	Sales Base	Due Date

16. **Utility Service Charges:**
- Trash Service Charge:
\$0.00 per month – *to be paid directly to Keter.*
- Water and Sewer Service Charge:
\$0.00 per month
- Electric Service Charge:
\$0.00 per month – *Set up directly with Southern CA Edison and to be paid directly to SCE.*
17. **Security Deposit:** **\$1,575.00** (Due upon Licensee's submittal of License signed by Licensee.)
18. **List of Exhibits:** **[INSERT ADDITIONAL EXHIBITS, IF NEEDED]**
- Exhibit A Rules and Regulations
- Exhibit B Premises



Centennial Real Estate Management, LLC
 8750 N. Central Expressway, Suite 1740
 Dallas, Texas 75231

Control #: _____
 Mail ID#: _____
 License Type: _____

B. **LICENSE.** Licensor hereby licenses to Licensee the use of the Premises for the Term set forth above, unless terminated sooner in accordance herewith, subject to the terms and conditions of this License, including all Exhibits and Addenda. Licensee acknowledges that it has inspected the Premises, has made its own determination of the suitability of the Premises and the Shopping Center for its use, accepts the Premises "as is", with no representation or warranty by Licensor as to its condition or its suitability or fitness for the Permitted Use, and assumes all risk of injury or damage to Licensee's person or property in connection with Licensee's use of the Premises regardless of the condition thereof. Licensee is afforded no possessory interest in the Premises by the terms of this License or by any expenditure made by Licensee.

C. **TERMS AND CONDITIONS.** In consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. **Permitted Use/Trade Name.** Licensee shall use the Premises only for the Permitted Use and only under the Permitted Trade Name, and for no other use, purpose or trade name whatsoever. Licensee will not change its Permitted Trade Name or sell any products other than those specified above without the prior written consent of Licensor. If Licensee uses the Premises for some other purpose without Licensor's approval, or fails to use the Permitted Trade Name, Licensee shall pay a fee of \$50.00 per day so long as such violation continues which fee is in addition to all other rights and remedies Licensor may have under this License, at law or in equity.

2. **Term: Licensor's Right Of Early Termination.** Licensee shall occupy and use the Premises for the period stated above, commencing on the Commencement Date and ending on the Expiration Date ("Term"), unless sooner terminated as herein provided. Notwithstanding anything to the contrary herein contained, Licensor may, at any time after the Effective Date, in its sole discretion and without cause, elect to terminate this License upon fifteen (15) days advance written notice to Licensee. In the event of such election by Licensor, Licensee's obligations hereunder shall be apportioned as of the effective date of such termination.

Licensor Initials: _____

Licensee Initials: _____ *SWL*

3. **Base License Fee.** As additional consideration for this License, Licensee shall pay to Licensor the Base License Fee set forth in the Basic Terms in the manner provided therein. The Base License Fee represents payment for the use of the Premises during the Term and is not subject to reduction or offset for any reason.

4. **Percentage License Fee.** As used herein, "Payment Period" shall mean the interval of time between each consecutive Due Date stated in the Basic Terms above. Within five (5) days after the close of each Payment Period, Licensee shall deliver to Licensor, a complete and accurate written statement of Licensee's Gross Sales (as defined below) for the Payment Period on Licensor's then-current standard form ("Statement"). Along with the Statement, Licensee shall pay "Percentage License Fee" to Licensor, if due, which shall be calculated as follows: the Sales Percentage stated above multiplied by the Gross Sales for such Payment Period to the extent such sales exceed the Sales Base. The parties recognize that damages will be suffered by Licensor on account of late delivery of the above statement, and such damages are extremely difficult and impractical to quantify, and accordingly, the parties have made their best estimate of damages and hereby agree that Licensee shall pay Licensor as liquidated damages the sum of \$50.00 for each Statement which is not delivered to Licensor on or before the Due Date. The Base License Fee and the Percentage License Fee are sometimes referred to collectively as the "License Fee."



5. ~~**Gross Sales; Books and Records.** As used herein, "Gross Sales" means the revenue received from all goods, wares and merchandise sold and all services performed by Licensee or any other person or entity in, at, or from the Premises, for cash, credit or otherwise, without reserve or deduction for uncollected amounts, including but not limited to sales and services: (i) where orders originate in, at, or from the Premises, regardless of where delivery of performance is made; (ii) pursuant to orders received by mail, telephone, email, facsimile, internet transmission, or otherwise which are received or filled at the Premises; (iii) resulting from transactions originating in, at or from the Premises; and (iv) for which deposits were taken and not refunded to customers. The following shall be excluded from Gross Sales: (a) refunds to customers on transactions otherwise included in Gross Sales; and (b) sales, excise or similar tax imposed by governmental authority and collected from customers and paid out by Licensee. No other taxes or expenses shall be deducted from Gross Sales.~~
6. **Audit Rights.** Licensee must preserve for at least one (1) year after termination of this License at Licensee's notice address stated in the Basic Terms all original books and records, separated and identifiable, disclosing information pertaining to Gross Sales, which records must be prepared in accordance with generally accepted accounting principles. Licensor may review and audit such books and records upon five (5) days' advance written notice. If Licensor's audit shows that Licensee has not sufficiently paid the Percentage License Fee, Licensee shall immediately pay to Licensor any additional Percentage License Fee owed. Licensee must reimburse Licensor for the cost of the audit if the audit discloses a liability for the Percentage License Fee of three percent or more.
7. **Security Deposit.** Licensee shall deposit with Licensor a Security Deposit in the amount set forth the Basic Terms to secure Licensee's performance of each and every covenant and agreement to be performed by Licensee hereunder. Licensor shall have the right, at its option, to apply all or part of the Security Deposit toward the payment of the amounts required to remedy any default of Licensee in the payment of the License Fee or any other fees or charges payable under this License or in the performance of any other covenant or agreement contained herein, provided, however, the existence of the Security Deposit shall not affect the rights of the Licensor in the event of any such nonpayment or failure to perform, nor shall the same in any way limit Licensee's responsibility therefore, and shall not preclude or extinguish any other right or remedy to which Licensor may be entitled. If Licensor applies all or part of the Security Deposit, Licensee shall, within ten days after notice from Licensor, pay to Licensor an amount sufficient to restore the Security Deposit to the original full amount. Upon termination of this License, Licensor shall reimburse Licensee for the amount of any unused portion of the Security Deposit and in no event shall any interest be due and owing thereon.
8. **Compliance with Law; Approvals.** Whether or not Licensor's consent to any activity is given, Licensee shall comply with all governmental laws, ordinances, orders and regulations with respect to all activities on the Premises, including, without limitation, procurement and maintenance of necessary permits and licenses for the use and occupation of, or any improvement or alteration to the Premises. Licensee shall submit to Licensor prior to the Commencement Date copies of such permits and licenses required to be obtained by Licensee. Licensee shall notify Licensor immediately if Licensee fails to obtain the required permits and licenses prior to the Commencement Date.
9. **Insurance.** Licensee shall maintain the following in full force and effect during the Term: (a) commercial general liability insurance with respect to personal injury or death or property damage or destruction occurring at the Premises or arising out of Licensee's use of the Premises or the Shopping Center, with limits of not less than \$1,000,000 each



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Dallas, Texas 75231

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occurrence and \$2,000,000 general aggregate; (b) workers compensation insurance as required by statute and employer's liability insurance in an amount of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease; and (c) business auto insurance covering any auto (including owned, hired, and non-owned autos) used in connection with Licensee's activities at the Premises or Shopping Center, with a limit of not less than \$1,000,000 each accident. Licensee's commercial general liability insurance must include the following (collectively, the "Licensor-Group Members") as additional insureds, on a primary and non-contributing basis: Licensor, and all entities and individuals that have any direct or indirect affiliation with or interest in Licensor; Centennial Real Estate Management, LLC; Licensor's mortgagee; other entities or individuals as Licensor may designate from time to time; and, with respect to each of the foregoing, its managers, officers, directors, employees, agents, successors, and assigns. Prior to the Commencement Date, Licensee shall furnish Licensor with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Licensee shall require its insurance carriers to waive all subrogation rights of its insurance carriers in favor of Licensor-Group Members.

10. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, Licensee shall indemnify, defend and save harmless Licensor-Group Members, and Licensor's contractors and customers and hold each of them harmless from and against any and all claims, damages, liabilities, losses, costs and expenses, including attorneys' fees, resulting from or in connection with Licensee's use or occupancy of the Premises and any and all of Licensee's activities in the Shopping Center. To the extent not prohibited by law, Licensee also waives all claims against Licensor-Group Members for injury to persons, damage to property or to any other interests of Licensee sustained by Licensee or any person claiming through Licensee resulting from any occurrence in or upon the Premises or the Shopping Center including, without limitation, any interruption in any utility service or any alleged failure to provide adequate security services and any loss or damage to persons and property brought, invited or permitted upon the Premises by Licensee in connection herewith. This Section will survive the termination of this License.
11. **Relocation.** Licensor may relocate the Premises to another location at the Shopping Center upon at least five (5) days' prior written notice to Licensee.
12. **Removal of Property; Holding Over.** By the end of the Term Licensee shall have removed all of its property from the Premises, and shall leave the Premises in a clean condition and in as good or better condition as when Licensee took possession of the Premises. Any necessary repair or restoration, must be completed prior to the end of the Term. For each day or part of a day after the end of the Term that Licensee shall have failed to do the foregoing, Licensee shall pay Licensor Five Hundred Dollars (\$500.00). Payment of said sums shall not be in prejudice to any other rights available to Licensor in respect to Licensee's violation of this provision. If Licensee fails to remove its property by the end of the Term, Licensee shall be deemed to have abandoned same and Licensor may dispose of same in such manner as Licensor may determine.
13. **Assignment.** This License is personal to Licensee. Licensee shall not assign, sublicense or in any other manner transfer or encumber this License, and any attempted or purported transfer shall be deemed null and void. The person or entity identified as Licensee hereunder shall be the sole person or entity having the right to occupancy or possession of the Premises. Any individuals, firms, principals or partners not identified herein as the Licensee, including any who become principals or partners in Licensee after the Effective Date and do not obtain written recognition as the Licensee hereunder from Licensor (which Licensor may refuse in Licensor's sole discretion), shall not have any rights hereunder.



14. **Rules and Regulations.** Licensee shall comply with each of the rules and regulations set forth on Exhibit A attached hereto and made a part hereof. Licensee shall also comply with any additional rules and regulations that Licensor may promulgate and of which Licensee is notified after the date hereof. Licensee shall be fully responsible for the conduct of its personnel and all other persons authorized by Licensee to be on the Premises during the Term (other than Licensor's personnel), including, without limitation, all employees, agents, and contractors, as well as for any damage done to any part of the Premises by any of the foregoing persons. Licensor reserves the right to exclude or eject any and all objectionable persons from the Premises without liability.
15. **Liability of Licensor.** If Licensor is found by a court of law to have failed to perform its obligations in accordance with any of the provisions of this License, any money judgment resulting from such failure shall be satisfied only out of Licensor's interest in the Shopping Center, and Licensor and its directors, employees, agents, members or principals, shall have no personal liability hereunder. Furthermore, none of the foregoing parties shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any such judgment. Licensee hereby waives any right to satisfy a judgment against Licensor except from Licensor's interest in the Shopping Center. The term "Licensor", as used in this paragraph, shall mean only the Licensor or Licensors at the time in question of the fee title or interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Licensor herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability with respect to Licensor's obligations thereafter to be performed.
16. **Access.** Licensor reserves the right to inspect the Premises any time, and to enter same for any reasonable cause, including, without limitation, the making of repairs to the Shopping Center. The exercise by Licensor of any of its rights herein shall not be deemed an eviction or disturbance of Licensee's use of the Premises.
17. **Default.** If (i) Licensee shall fail to pay when due the License Fee, or any additional fees or other charge required to be paid under this License, (ii) if Licensee shall fail to perform or comply with any other term, condition or covenant on the part of Licensee to be observed herein, (iii) becomes bankrupt or insolvent or files any debtor proceedings, or takes or has taken in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property; (iv) makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, (v) abandons the Premises, or (vi) defaults or any affiliate of Licensee defaults under any other license or lease with Licensor or any affiliate of Licensor, then, in any such event, Licensee shall be in breach hereunder and Licensor, at its option, any time thereafter, may terminate this License by notice to Licensee and, upon service of said notice, this License and the Term hereunder shall be terminated and Licensee shall immediately vacate the Premises in accordance with the provisions of this License. If Licensee shall fail to vacate the Premises at the expiration of the Term, whether after Licensee's breach or otherwise, Licensor may re-enter the Premises and remove Licensee and all persons, fixtures and property occupying the Premises and Licensor shall not be liable for any damages resulting therefrom. Upon a breach by Licensee hereunder Licensor shall also have all other rights available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Licensee. Licensee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Licensor and its agents in successfully enforcing the covenants and agreements of this License. If Licensee shall fail to comply with and perform any of Licensee's obligations herein contained, Licensor shall have the right, but not the obligation, to perform any such obligations, and Licensee shall pay to Licensor on



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 8750 N. Central Expressway, Suite 1740
 Dallas, Texas 75231

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demand a sum equal to the amount expended by Licensor in the performance of such obligations plus interest at the Default Rate.

- 18. **Costs of Litigation.** If Licensor, or its agents or employees shall without fault on their part be made a party to any litigation arising out of any act or omission of Licensee, Licensee shall pay all costs and expenses, including reasonable attorneys' fees, incurred by said parties on account of said litigation. Licensee shall also reimburse Licensor for all costs and expenses incurred by said parties, including reasonable attorneys' fees, in enforcing the provisions of this License. Any sums due from Licensee to Licensor, not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less ("Default Rate").
- 19. **Waiver of Jury Trial.** IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LICENSOR AND LICENSEE HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LICENSE, THE PREMISES OR THE SHOPPING CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Licensor and Licensee each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.
- 20. **Brokerage Fees.** Licensee shall pay and hold Licensor harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this License and the negotiation thereof, other than a broker with whom Licensor has signed a written agreement relating to this License.
- 21. **Notices.** Notices and demands required or permitted to be given hereunder shall be in writing given by personal delivery or overnight delivery or be sent by certified mail, return receipt requested, addressed, if to Licensor, at the Licensor notice address set forth in the Basic Terms, or such other address as Licensor may designate by notice to Licensee from time to time, and, if to Licensee, at the address for Licensee set forth in the Basic Terms. Notices and demands shall be deemed to have been given when mailed or sent by overnight delivery or, if made by personal delivery, then upon such delivery.
- 22. **No Hawking.** Licensee covenants that Licensee and its representatives, contractors, employees or agents, will not engage in aggressive selling tactics towards Shopping Center guests (hereinafter, "Hawking"). Hawking includes, but is not limited to: (a) soliciting, asking questions of, handing things to, interrupting, stopping or touching guests who are passing near the Premises; (b) approaching Shopping Center guests who are more than an arm's length away from Licensee's Premises, whether cart, kiosk or selling unit, or, for inline store tenants, approaching guests who are outside of the Premises; (c) badgering or harassing guests or otherwise interfering with their shopping experience; and (d) similar forms of aggressive solicitation. The foregoing covenants are material terms of the License. In the event Licensee breaches any of these covenants, Licensor may immediately terminate this License, without notice, demand, opportunity to cure, or liability to Licensee whatsoever.

Licensor Initials: _____

Licensee Initials: _____ *gull*

- 23. **Covenant Against Infringement.** Licensee covenants that it shall not use the Premises for the storage, marketing, display or sale of any product or merchandise



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 8750 N. Central Expressway, Suite 1740
 Dallas, Texas 75231

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 Mall ID#: _____
 License Type: _____

that Licensor in its sole discretion may consider to be a counterfeit, knockoff, imitation, lookalike, replica or facsimile of a third party's merchandise or which in any manner infringes upon any trademark, copyright or other intellectual property right of any third party. The foregoing covenant is a material term of the License. In the event Licensee breaches this covenant, Licensor may immediately terminate this License, without notice, demand, opportunity to cure, or liability to Licensee whatsoever. Licensor's election to exercise its rights under the preceding sentence shall not relieve Licensee of paying any and all costs, fines and/or penalties attributed to any such breach, not shall it relieve Licensee of its default.

Licensor Initials: _____

Licensee Initials: _____ *SWL*

- 24. **Third-Party Beneficiaries.** Licensee acknowledges that ownership of the entire Shopping Center may be divided between the Licensor and affiliates of Licensor, and in such case such affiliates are Licensor-Group Members and intended third-party beneficiaries of this License who are entitled to enforce directly the rights of the "Licensor" under this License.

- 25. **Miscellaneous.** Licensor reserves the right at any time to change the location or character of or make alterations in or additions to the common areas or other parts of the Shopping Center, and otherwise alter, repair or reconstruct or change the common areas or other parts of the Shopping Center. The failure of Licensor to insist upon performance by Licensee of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this License. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. This License shall be construed in accordance with the laws of the state in which the Shopping Center is located. The submission of this License for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this License shall become effective only upon execution by Licensor and delivery thereof to Licensee. This License contains all of the agreements between the parties hereto in connection herewith, and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. This License may be executed in counterparts, which when taken together shall constitute one original agreement. Neither party shall record this License.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
 SIGNATURE PAGE FOLLOWS IMMEDIATELY BELOW]**



Centennial Real Estate Management, LLC
8750 N. Central Expressway, Suite 1740
Dallas, Texas 75231

Control #: _____
Mail ID#: _____
License Type: _____

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSEE:

Rancho Santiago Community College District,
a(n) _____

By: _____
Name: Peter Hardash
Title: Vice Chancellor

FEIN: 95-2696799

Date: _____

LICENSOR:

Centennial Real Estate Management, LLC, a Texas
limited liability company, as agent for MAINPLACE
SHOPPINGTOWN LLC, a Delaware limited liability
company

By: _____
Name: Jonathan Maher
Title: General Manager

Date: _____



EXHIBIT A

RULES AND REGULATIONS

1. Condition of Premises and Surrounding Area. *If Premises are in the common area, the following shall apply:* Licensee shall continually keep the Premises, and any booths, tables or other items as Licensee may have at the Premises, in a neat, clean and attractive condition. Licensee shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. No boxes, trash, back-up stock or personal items shall be visible to customers at any time. Licensee shall continually keep the area around the Premises free of any refuse or other items originating from the Premises or arising out of Licensee's activities thereat. Without limitation, Licensee shall not allow any substance on the floor area at or around the Premises which may cause the floor to be slippery or otherwise hazardous to persons walking on the floor. At all times during the Term, Licensee shall promptly repair any damage to the Premises or the surrounding area caused by Licensee or arising out of Licensee's activities. Licensee shall store all trash and garbage at the locations designated by Licensor and shall not burn any trash or garbage in or about the Premises or anywhere else in the Shopping Center.

If Premises are an in-line space, the following shall apply: Licensee shall continually keep the Premises in a neat, clean and attractive condition. Licensee shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. At all times during the Term, Licensee shall promptly repair any damage to the Premises caused by Licensee or arising out of Licensee's activities. Licensee shall store all trash and garbage at the locations designated by Licensor and shall not burn any trash or garbage in or about the Premises or anywhere else in the Shopping Center.

If Licensee fails to maintain and repair the Premises, or in the event of an emergency, Licensor may elect (but shall have no obligation) to perform such repairs, without responsibility for any damage due to such work. Licensee will immediately reimburse Licensor for the cost of such work plus a twenty percent (20%) administrative fee.

2. Transport of Objects. Licensee shall perform all loading and unloading of goods only at such times and through such service corridors as designated by Licensor for such purpose. No deliveries may be made through the Shopping Center's public doors, and no items shall be brought to the Premises during Shopping Center operating hours without Licensor's prior written consent. No item Licensee brings to the Premises shall be dragged across any floor or other surface. Licensee shall hand carry or use its own carts or dollies to transport items to the Premises and any such cart or dolly shall have rubber wheels that are at least two inches wide.

3. Personal Appearance; Operating Hours. Licensee and each member and employee of Licensee shall maintain a personal appearance, including attire and grooming, consistent with highest possible standards. Licensee and its members and employees shall conduct all activities in a quality manner and shall not carry on any activity that may be considered offensive or which may injure the reputation of the Shopping Center in any way. Licensee shall be open for business at the Premises at all times during Shopping Center hours.

4. Utilities. Any utilities needed by Licensee may be supplied to Licensee by Licensor for which a reasonable usage fee may be assessed by Licensor. Licensor shall have the right, at its option, to designate or approve the supplier for any utility or rubbish removal services obtained by Licensee for the Premises, and to control access to and use of any common utility lines, systems or equipment at the Shopping Center. Licensee shall pay all charges for gas, water, sewer, rubbish removal, electricity, telephone and other utility services used in the Premises during the Term, irrespective of whether any of the foregoing are initially paid in advance by Licensor, or otherwise including, without limitation, all charges set forth in the Basic Terms, which shall be payable monthly at the same time and in the same manner as the Base License Fee. If any charges are not paid when due, Licensor may pay the same,



and any amount so paid by Licensor shall thereupon become due to Licensor from Licensee as an additional charge. If any utility services are separately metered to the Premises, then Licensee shall cause the charges for such services to be billed directly to Licensee and shall pay such charges directly to the purveyor(s) of such services. As to any utility service not separately metered to the Premises, (i) Licensor shall pay the bills for such services, (ii) Licensor shall allocate such bills, together with an administrative fee, among Licensee and the other tenants using such utilities on such basis as Licensor determines to be reasonable, and (iii) Licensee shall pay its allocated portion of such bills to Licensor, as an additional charge, within ten (10) days after receipt of Licensor's notice or invoice therefor. The foregoing provisions shall also apply to any utility service used by Licensee to operate the heating, ventilating and air conditioning unit serving the Premises. Licensee shall operate its heating, ventilating and air conditioning system(s) serving the Premises so as to maintain comfortable conditions during regular Shopping Center business hours. Temperatures in the Premises shall be compatible with temperatures in the Shopping Center. A maximum of 500 watts connected electrical load (or such lesser amount as may be safely and lawfully provided by the existing electrical circuit(s) and facilities serving the Premises) shall be allowed, but Licensee shall not have any exposed electrical cords.

5. Approvals. Whenever Licensor's approval is required hereunder, such approval shall not be effective unless granted in writing by an authorized representative of Licensor. Any approval granted shall apply only to the specific matter for which approval was sought. Any such approvals may be granted or withheld in Licensor's sole discretion.

6. Noises, Odors and other Matters. If the Premises are in the common areas of the Shopping Center, Licensee shall not permit any music or similar loud noise to be produced at the Premises. In no event shall Licensee permit any noises, odors, bright or flashing lights or other matters to occur at or about the Premises so as to bother or annoy other occupants of the Shopping Center or members of the public.

7. Sampling/Nuisance. Distribution or sampling of products or materials by Licensee may be conducted only after prior written approval of Licensor and shall be strictly limited to the [designated sales area of Licensee]. Licensee shall not solicit or leaflet in any manner, nor create a nuisance, at any time at the Shopping Center.

8. Objects at or around Premises. Licensee shall obtain Licensor's prior approval with respect to any objects Licensee intends to place on the Premises. Licensee shall not place any items outside the Premises. Licensee shall not place any type of tape on the floor or on any fixture in or around the Premises. No item shall be placed on any fixture at the Shopping Center including, without limitation, on fountains, cans, planters, walks, columns, banisters or railings.

9. Parking. Licensee and its employees shall park their cars only in such portions of the parking lots serving the Shopping Center as Licensor shall designate to Licensee. Licensee shall not park any vehicle which exceeds the size of an individual parking space or park any vehicle at the Shopping Center overnight.

10. Work at Premises. Any type of work Licensee shall wish to perform at the Premises, including setting up or taking down any display, and any type of alterations, construction work or painting, shall be subject to Licensor's advance approval and shall be performed only at such times as agreed upon by Licensor. No setting up or taking down of displays or other items shall be performed during Shopping Center operating hours. Prior to commencement of any work at the Premises, Licensee shall furnish Licensor, if required by Licensor, the sum of One Thousand and No/100 Dollars (\$1,000.00) as a construction deposit (the "Construction Deposit") to cover damage to Licensor's property during Licensee's performance of such work and payment of any charges due from Licensee. One-half of the Construction Deposit shall be returned to Licensee upon completion of all Licensee's work in accordance with Licensor's approval, provided Licensee owes no amounts to Licensor in connection with such work.



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Dallas, Texas 75231

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11. Security. If the Premises are in the common areas of the Shopping Center, Licensee shall provide stanchions to cordon off the Premises from the surrounding common area. Licensee shall be responsible for paying for Shopping Center security officers necessary for Licensee's activities, and shall obtain Licensor's advance approval with respect thereto.

12. Signs. All signs, brochures and displays Licensee may wish to use at the Premises shall be subject to Licensor's advance written approval and any such signs, brochures and displays shall be of professional design and quality.

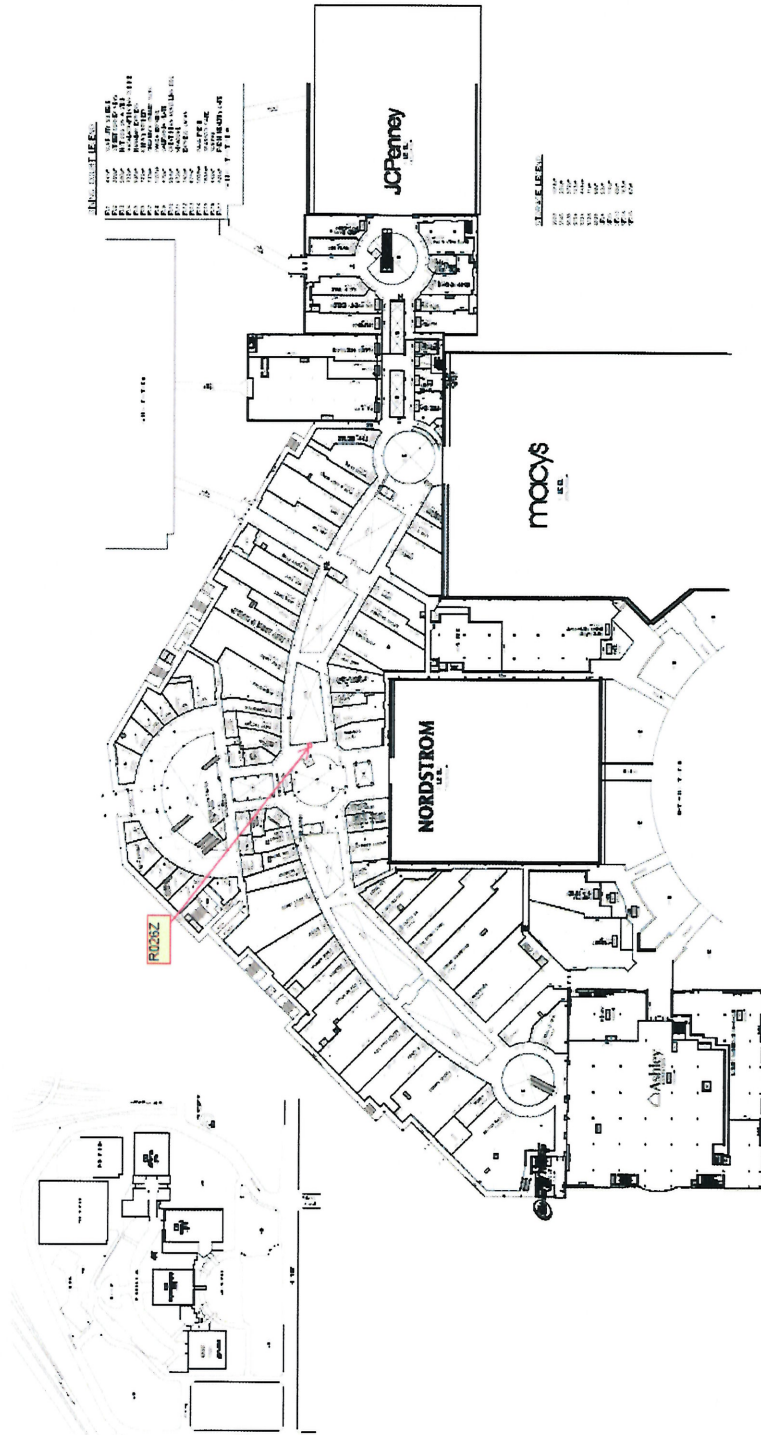
13. Exchanges And Refunds. If a customer of Licensee requests an exchange or refund of merchandise purchased from Licensee and presents a receipt, Licensee shall be required to exchange or refund such merchandise within thirty (30) days from the purchase date. Licensee shall not limit the return of merchandise only to exchanges or merchant credits, and "exchanges only" or similar signs are not permitted.



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 Dallas, Texas 75231

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EXHIBIT B
 PREMISES



	04/04/16	LEVEL TWO
Santa Ana, CA		
MainPlace Mall CENTENNIAL COLLECTION		
<p>The floor is intended to be used as a retail space. It is not to be used for any other purpose. The floor is to be used for retail purposes only. The floor is to be used for retail purposes only. The floor is to be used for retail purposes only.</p>		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College

To:	Board of Trustees	Date: July 17, 2017
Re:	Receive for First Reading – Santa Ana College Midterm Report on Accreditation	
Action:	Information	

BACKGROUND

Santa Ana College has prepared a Midterm Report as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). All colleges are required to file a Midterm Report in the third year after each comprehensive evaluation. The Midterm Report will be submitted to the ACCJC in mid-October.

ANALYSIS

The Midterm Report is presented to the Board of Trustees for a first reading. The second reading and request for approval will be August 14, 2017.

RECOMMENDATION

This item is provided for information only – first reading.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Bonita Nahoum Jaros, Ph.D., Institutional Effectiveness and Assessment Coordinator & Accreditation Liaison Officer, SAC	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



SANTA ANA COLLEGE

Midterm Report
October 15, 2017





**Midterm Report
October 15, 2017**

**Submitted By:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706**

**Submitted to:
Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges**

ACKNOWLEDGMENTS

Content Preparation/Editing: Bonita Nahoum Jaros, Ph.D. and Shelly Jaffray

Typography: David Styffe

Cover Design: Miranda Medrano

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Dori Dumon and Bonita Nahoum Jaros, Ph.D.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES 2016–2017

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Bonita Nahoum Jaros, Ph.D., Accreditation Liaison Officer (ret. July 1, 2017)

Kennethia Vega, Assistant to the President

To: Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges

From:



Linda D. Rose., Ed.D., President, Santa Ana College October 1, 2017
Date

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

I certify there was broad participation by the campus community and believe this Report accurately reflects the nature and substance of this institution.

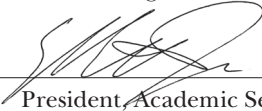
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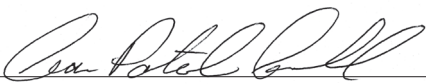
John R. Hanna President Board of Trustees October 1, 2017
Date



Raúl Rodríguez, Ph.D. Chancellor, Rancho Santiago Community College District October 1, 2017
Date



Elliott Jones, D.M.A. President, Academic Senate October 1, 2017
Date



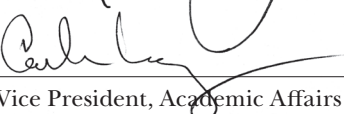
Sean Small Representative, California School Employees Association, Chapter 579 October 1, 2017
Date



Lisette Cervantes President, Associated Students October 1, 2017
Date



Bonita Nahoum Jaros, Ph.D. Accreditation Liaison Officer/Accreditation Chair October 1, 2017
Date



Carlos L. Lopez Vice President, Academic Affairs October 1, 2017
Date

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STATEMENT OF REPORT PREPARATION

After the ACCJC Team Visit of October 9-12, 2014, Santa Ana College received an *External Evaluation Report* dated November 19, 2014, inclusive of commendations and recommendations for the college. Succeeding that report, Santa Ana College was issued the official Commission disposition in a letter dated February 6, 2015: **Reaffirm Accreditation** with a **Follow-Up Report** due by **October 15, 2015**.¹ Three recommendations were issued for the College to resolve deficiencies and to improve Institutional Effectiveness within that year, and a fourth recommendation was to be presented in the *Midterm Report* due October 15, 2017. The *Midterm Report* demonstrates updated status of the three recommendations addressed in the *Follow-Up Report* within the section related to the *Actionable Improvement Plans* contained in the College's 2014 *Self-Evaluation Report of Educational Quality and Institutional Effectiveness* to further demonstrate integrated planning and enhancement of institutional effectiveness. The Report then addresses **Recommendation 4** of the 2014 ACCJC *External Evaluation Report* with particular emphasis on the improvement of Institutional Effectiveness.

The *Follow-Up Report*, October 15, 2014 and the corresponding official Commission letter of February 6, 2015 may be accessed at: [Follow-Up Report October 2015; Official Commission Letter](#).

The Accreditation Oversight Committee²

Ongoing Purpose: The Accreditation Oversight Committee (AOC) is a recommending body to College Council. The purpose of the AOC is to ascertain that the accreditation exigencies of ACCJC, the USDE, and other agencies and/or statewide or federal initiatives are met and that the College is in compliance at all times with Accreditation Standards and all policies. The AOC serves as the committee that will establish processes and timelines for creating accreditation reports as needed. Members serve as liaisons to respective constituency and participatory governance groups. Workgroups are established with support of the AOC for Self-Evaluation Reports and other reports as needed. College Council approves all reports prior to submittal to the Board of Trustees and official agencies.

Membership: The Accreditation Oversight Committee (AOC) is comprised of the IE&A Coordinator/ALO, the Vice President of Academic Affairs, the Academic Senate President or designee, a Classified Staff representative appointed by CSEA, and one Academic Dean.

The Accreditation Oversight Committee agrees to recommendations for College Council by consensus. All agendas and minutes may be accessed on the [Accreditation Oversight Committee web page](#).

Midterm Report: The AOC kept timelines, monitored that evidentiary documents were collected, and that all stakeholders were well informed of processes and outcomes.³ Members of the AOC attended governance committee meetings, including College

STATEMENT OF REPORT PREPARATION

Council, which had an ongoing *Accreditation Report* on the agenda.⁴ In April 2017, College Council Reviewed the AIP Chart and gave input to the Data Analysis Trend Chart.⁵

Membership of the Accreditation Oversight Committee:

Bonita Nahoum Jaros, Ph.D., Chair, Institutional Effectiveness & Assessment

Coordinator/Accreditation Liaison Officer

Carlos L. Lopez, Co-Chair, Vice President, Academic Affairs

Shelly Jaffray, Dean, Humanities and Social Sciences

Elliott Jones, D.M.A., President, Academic Senate

Jimmy Nguyen, CSEA Representative

The **writing team** consisted of Bonita Nahoum Jaros, Ph.D. and Shelly Jaffray.

A **timeline** was established for the six phases of the *Midterm Report*:

Midterm Report Timelines

Phase 1: Spring 2016	ALO commences collecting data and evidentiary documents January 2016 ALO makes accreditation presentations to governance committees spring 2016
Phase 2: Summer 2016	ALO puts documents together for AOC July 2016, including review of ACCJC Recommendations and up-to-date status; timelines; protocol for collecting information and evidentiary documents
Phase 3: Fall 2016	Oversight Committee, chaired by ALO, convenes and continues work to collect information and evidentiary documents ALO presents AIP update to participatory governance committees fall 2016 VPAA and ALO work with Cabinet; governance co-chairs and designated faculty; classified representatives; and student leaders to glean information for Midterm Report ALO and co-writer put Report into proper narrative format from information gleaned by January 2017 ALO shares draft with President
Phase 4: Spring 2017	ALO works with staff designated to aid in electronic document linking and formatting of Report May 2017 ALO receives input from President Final Draft May 2017: CSEA receives Report second week May 2017 and submits input by May 30 ⁶ Academic Senate receives Report May 2017 meeting for input by first week of June ⁷ President and ALO review comments College Council receives <i>Midterm Report</i>

STATEMENT OF REPORT PREPARATION

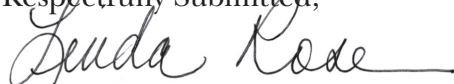
Phase 5: Summer 2017	Report is completed June 2017; editing team (ALO and co-writer) work to complete editing by June 1 President gives input to final Report Signatures are collected June 2017 ALO works with Typographer and Graphic Designer July 2017 to prepare document for printer Academic Senate receives final version of Report for August 2017 Retreat during FLEX week CSEA receives final version of Report August 2017 College Council receives final version of Report President Rose receives Report for final approval
Final Phase	Board of Trustees receives Report July 17, 2017 (first reading); second meeting August 14, 2017 (approval) <i>Midterm Report</i> is sent to ACCJC and received by October 15, 2017 (mailed October 10, 2017; electronic version sent October 10, 2017)

As the responses to the recommendations were written and charts were created, AOC members were in regular communication with constituency groups and participatory governance committees.⁸ The ALO also made regular reports to [College Council](#) and met regularly with the President to receive input.⁹

The Report was approved by College Council on May 31, 2017,¹⁰ and shared with all constituency groups. The final draft version of the *Midterm Report* was posted on www.sac.edu for the college community to review.

The *Midterm Report* was submitted to docket for Board of Trustees first reading on July 17, 2017. The Board of Trustees gave final approval of the *Midterm Report* of Santa Ana College on August 14, 2017.¹¹

Respectfully Submitted,



Linda D. Rose, Ed.D., President, Santa Ana College

ACTIONABLE IMPROVEMENT PLANS

Comprehensive Status Report
From
Self-Evaluation Report of Educational Quality and Institutional Effectiveness

STANDARD I: INSTITUTIONAL MISSION AND EFFECTIVENESS

I.A. Mission

I.B. Improving Institutional Effectiveness

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
I.B.1	1. The program review process will be ongoing and consistent with integrated planning activities.	<ul style="list-style-type: none"> • Dept. Chairs/ Mgmt. Partners • Office of Institutional Effectiveness (OIE) 	<p>1.a. The program review process is ongoing for Academic Affairs, Student Services, and Administrative Services. See www.sac.edu/program_review.</p> <p>1.b. The college has obtained TracDat and conducted a pilot use of this assessment platform fall 2015. TracDat update as of 2016 is as follows:¹²</p> <p>1.c. The Academic Program Review was modified to accommodate a transition to TracDat and also to streamline the process.</p> <p>1.d. After review of the annual and quadrennial program review templates, the Academic Senate approved combining the templates into one.¹³</p> <p>1.e. The ILO analysis process, developed by the TLC, was implemented spring 2015. Designated college-wide ILO was Communication Skills ILO.^{14,15}</p> <p>The designated ILO for spring 2016 was Thinking and Reasoning ILO. The designated ILO for 2016-2017 was Information Management.¹⁶</p>

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
	<p>2. Professional development activities will be offered to improve the collective understanding or the meaning of evidence, data, and research used in the evaluation of student learning.</p>		<p>2. College Council, the TLC, and other participatory governance groups have worked with the Director of Research and the Professional Development Coordinator and Assistant Dean of Student Services to develop professional development activities related to data and research.</p> <p>Please see Professional Development New Research Analyst Position¹⁷ Data Workshops^{18, 19} FLEX/ New Faculty Institute²⁰</p>
<p>I.B.2</p>	<p>1. The College will continue to review the Strategic Plan to review the degree to which goals have been met.</p>	<ul style="list-style-type: none"> • Cabinet • College Council • OIE 	<p>1.a. College Council has assumed the responsibility of Strategic Plan analysis and updating. This is done annually. Please see Strategic Plan Update.</p> <p>1.b. The 2014-2016 Strategic Plan was reviewed at the September College Council meeting, highlighted at the President’s August 2014, 2015, and 2016 Convocation, and was incorporated into college and departmental student success and planning work.²¹</p> <p>1.c. The IE&A Coordinator/ALO is a member of College Council as of fall 2014.²²</p>

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
	<p>2. The College will continue to evaluate assessment processes of the institutional goals.</p>		<p>2.a. ILO analysis has been made more transparent through a protocol developed by the TLC. ILO Protocol</p> <p>2.b. Reportage and link to College Council is clearer, as the IE&A Co-ord./ALO has been made a regular member of College Council meetings and reports at every meeting. (see 1.c)</p> <p>2.c. College Council and the IE&A Coordinator work with the designated Research Analyst to establish protocols for Institutional Set Standards analysis.²³</p> <p>2.d. College Council, with representatives from all constituent groups, including students, discusses strategic planning, and closing the loop. Constituent representatives then get feedback from their respective groups and bring it back to College Council.</p> <p>2.e. Mission statement review has been prominent spring 2017; this will serve as the basis for strategic goals analysis and possible revision of the college vision themes.²⁴ On May 31, 2017 College Council refined all input from the constituency groups related to the mission statement. Two statements were then sent to the entire college community for a vote. It was determined that an elegant brief mission statement with a vision statement would best serve the college.²⁵</p>

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
<p>I.B.3/ III.A.4.b</p>	<p>1. An Office of Institutional Effectiveness should be established, and a college researcher should be hired to improve institutional planning.</p>	<ul style="list-style-type: none"> • Cabinet 	<p>1.a. The IE Coordinator established a website for the IE Office, which includes institutional effectiveness issues, program review, and all information related to Accreditation. Please see Institutional Effectiveness & Accreditation Office web page.</p> <p>1.b. A separate Accreditation site has also been created. The IE Coordinator maintains these. Please see the Accreditation web page.</p> <p>1.c. The IE Coordinator/ALO is now a member of College Council and makes regular reports. (see 1.c)</p> <p>1.d. A Research Analyst for Equity was hired fall 2014. An additional research analyst was hired spring 2015. A Director of Research was then hired to develop a well-rounded Research Office and coordinate a college research agenda. Subsequently, an additional research analyst was hired to work with the ALO. Institutional Research</p> <p>1.e. In 2016-17, the College Research Office has expanded to create an interactive dashboard and work with faculty and staff on overall college research and research training. The Research Office, working in tandem with College Council and all constituent groups and the ALO, therefore serves as a support for Institutional Effectiveness and Accreditation. The IE Coordinator/ ALO has therefore focused on Accreditation. The Equity coordinator is also co-located with the Research Office.</p>
<p>I.B.4</p>	<p>1. The College will continue to utilize the RAR process and evaluate its effectiveness.</p>		<p>1. The RAR process was evaluated through a survey Oct 2016.^{26, 27, 28}</p>

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
I.B.5	1. The College will develop a formal mechanism to assess the effectiveness of communicating information about institutional quality to the public.	<ul style="list-style-type: none"> • Cabinet • College Council 	<p>1.a. A district-wide branding and marketing study was undertaken to learn how to best present the strengths of SAC to community members. The results of this work were presented to the SAC Management Council in September. A team was formed to identify action priorities, including the mobilization of the college community to broadcast SAC information to the community. The results were presented to the Board of Trustees in a report by the PIO.²⁹</p> <p>1.b. A college PIO has been hired and reports to the President's Office. Protocols and templates are being developed for a monthly report to include information from all constituent groups. The PIO Issues Spotlight Reports, e.g., May 2017 Honors Students</p> <p>1.c. The SAC Marketing Committee is a constituency-based group that meets monthly to develop effective marketing strategies for current and future students and community. This committee reports to the SAC Planning and Budget Committee and focuses on the following three main strategies:</p> <p>One strategy focuses on establishing and maintaining formal and traditional marketing mechanisms based on industry data, research, analytics, tracking, and evaluation. Some of these methods include e-blasts, radio, postcards, street banners, billboards, and print media.</p> <p>A second strategy is to enhance the social media and online presence of SAC using Hootsuite, analytics, and other innovative technologies, while tracking and evaluating approaches and making adjustments on a daily basis. Some of these processes also include a streamlining of the current SAC website, audio ads with streaming services, and boosted social media posts.</p>

Standard & Who Responsible for S16 Update	Actionable Improvement Plans	Recommended Lead(s)	Status
			<p>A third strategy utilizes non-traditional, grassroots, marketing processes to enhance communication with key groups, such as neighbors, parents, community leaders, alumni, community-based organizations, businesses, and other groups. Some of these tools include marketing in neighborhood, community, business, and unified school district newsletters; multilingual newspapers and magazines; formal and community ListServes; and direct face-to-face contact in the local mall, events, business partnerships, and programs.</p> <p>Efforts focusing on establishing a strong and positive SAC brand are in progress. This process will include focus groups, online surveys, and other forms of market research. (spring 2016)</p>
I.B.6	<p>1. The effectiveness of the SB 361 Model will be reviewed at the college level.</p>	<ul style="list-style-type: none"> • Planning & Budget Committee • Cabinet 	<p>1. The District SB361 Budget Allocation Model (BAM) effectiveness has been evaluated at both the district level at the Fiscal Resources Committee,³⁰ at the college level as discussed in College Council as well as the SAC Planning and Budget Committee.³¹ Actions to improve the model include evaluating the District’s 50% law compliance and its impact at the colleges, updating the language on growth, developing language related to District operation budget augmentation requests, and establishing a benchmark for the cost of District services. Work groups have been established and have undertaken work related to these specific areas of the BAM. (spring 2015)</p>
	<p>2. An Office of Institutional Effectiveness will be established to evaluate planning processes (See I.B.3)</p>		<p>2. See also I.B.3</p> <p>A Research Office was established in spring 2016 with a Director of Research and Research Analysts; the Equity Coordinator is located in this office as well. Another Research Analyst was hired fall 2016 to work with the ALO/IE coordinator as well.</p>

STANDARD II: STUDENT LEARNING PROGRAMS AND SERVICES

II.A. Instructional Programs

II.B. Student Support Services

II.C. Library and Learning Support Services

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.A.1.b	1. The faculty will continue to evaluate success rates in the distance education mode.	<ul style="list-style-type: none"> • VP AA • DE Coordinator 	1. Data regarding success rates for DE is disaggregated in the Dashboard. ³²
	2. The College will explore more alternatives to scheduling patterns to meet changing student needs.		2. An Enrollment Management Plan has been developed and was sent to all participatory governance committees and the Academic Senate for input May 2017. The data contained within this plan reflects decisions for course offerings, scheduling efficiency, pathways, and community need. ³³
II.A.1.c/ II.A.2.b	1. All departments and units will complete assessment of Program-level Learning Outcomes for degrees, programs, and certificates.	<ul style="list-style-type: none"> • Dept. Chairs/ Mgmt. Partners • IE Coordinator • Dean of H&SS 	<p>1.a. The IE Coordinator, in conjunction with the TLC, has developed a protocol to cyclically assess ILOs and GE categories. ILOs and GE have been assessed in the PA/PR capstone process, but this protocol amplifies existing processes and sheds more direct light onto the process. Please see Institutional Learning Outcomes How To.</p> <p>1.b. All data are coordinated from the Scorecard, system-wide goals, Institution-Set Standards, Student Success and Support Programs, Student Equity, and the Basic Skills Initiative. These data are used for program review. Example Music Department Program Review.</p> <p>1.c. The Program Review Model has been revised to more easily access data. (Please see I.B.1)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	2. Outcomes will be developed for each GE area and connected to the ILO's. All ILO's will be assessed at 100 percent.		2. The TLC considered developing GE outcomes; at this time, ILOs and GE outcomes are synonymous. The ILOs have been cross-walked to the GE Outcomes, ³⁴ and all divisions submit a report to the TLC by mid-April. The ILO for 2014-2015 was Communication Skills ILO ; Thinking and Reasoning ILO for 2015-16; Information Management for 2016-17. After utilizing the ILO analysis process, it has been determined that the ILO analysis cross-walked to GE categories is sufficient.
	3. The efficacy of the new Learning Center will be assessed.		<p>3.a. The Learning Center submitted goals analysis to the Dean of Humanities and Social Sciences at the same time as every department in the division.</p> <p>The quadrennial program review is due October 2017, as the Learning Center is in its fourth year 2017-18 academic year. Annual program review was presented to the TLC spring 2017. Learning Center Annual Report 2016-17</p> <p>3.b. In July 2015, the District Research Department compiled data in a report, "Influence of Learning Center Services on Course Success." The report showed, in part: "Students who attended SAC Learning Center during Fall 2014 semester had a higher average semester gpa (2.64 vs 1.82) than those who did not seek help at the Center."</p> <p>"Overall, both groups succeeded in their coursework at the same rate (74%)." (S16 update)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.A.2.f	1. The English department will evaluate the efficacy of the new scheduling pattern from N50, through the sequence, to English 101 to determine if persistence rates increase.	<ul style="list-style-type: none"> English Dept. Chair & Dean of Humanities and Social Sciences 	<p>1.a. The English Department in particular, and the College overall, are dedicating significant resources to study enrollment and success patterns in critical academic pathways. The information is being used to both right-size planned course offerings and to inform adjustments to the teaching and learning processes in specific courses.³⁵ (S15 Update)</p> <p>Due to statistics that show that English N60 students have difficulty successfully completing English 101, the English Department has begun to redesign its course sequence. There are three classes that students can take (depending on which English class they test into) before reaching English 101. Those classes include English N50, English N60, and English 061. The English Department is working to create a new class that students who currently test into English N60 will take. Currently, students who test into English N60 have to successfully pass English N60 and English 061 before they can take English 101. That leaves many exit points for students before they complete English 101. The new course redesign would have the majority of students test into either English 061 or a new English class that would be designed to replace English N60 and English 061, thereby eliminating exit points and preparing students in one semester for English 101. While the details of this new class are still being worked out by the English Department, this new class would involve more time in class and combine the talents of the library, the Reading Department, and the Learning Center. Of course, a redesign of English 061 is also essential in order to better prepare students for the successful completion of English 101. (S16 update)</p> <p>1.b. Additionally, in order to increase the persistency rates, the English Department has agreed to conduct a pilot program during the 2016-2017 school year. After hearing the information presented at a Multiple Measures Assessment workshop on April 29, 2016, the English Department agreed to permit students from the SAUSD with a cumulative grade point average of 2.6 or higher to take an English 101 course. The students' success in that pilot program will be used to ascertain whether the grade point average cut-off will need to be adjusted for future English 101 students. (S16 update)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.A.2.i	1. The College will evaluate the institution-set standards for success rates, attainment of degrees, CTE certificates, and transfer bi-annually commencing December 2014.		<p>1.a. ISS/IEPI work is ongoing.³⁶ Institutional Effectiveness Partnership Initiative (IEPI) web page (Prior to submission, CC approval June 8, 2016)</p> <p>1.b. For 2016-17, after dialogue, the process for ISS and IEPI goal setting is as follows: To meet the accreditation exigency for ISS in the Annual Report due March 31st each year, it is required to update the Institution-Set Standards for success rates; degree and certificate attainment; transfer; and persistence. These will reflect baseline data; if the college does not achieve the agreed-upon baseline, plans will be developed for improvement with clear, consistent monitoring. IEPI data, due in June to the CCCCO, is based on Scorecard data and includes different framework indicators from ISS (i.e., IEPI—successful course completion, accreditation status, completion rate—overall; college prepared completion rate; unprepared for college completion rate; CTE rate; basic skills rate). The purpose also differs; one-year and six-year goals will be aspirational goals. ISS will be set every fall; IEPI will be set every spring. Annual metrics and three-year metrics will be scrutinized in the required areas. In addition, persistence rates will be added. Dialogue and input will be received from the Academic Senate, the TLC, and the Student Success and Equity committee prior to Cabinet review and presentation to College Council. (S16)</p>
II.A.3.a	1. All of the general education areas will be reviewed in a systematic cyclical manner.		<p>1. GE categories are tied to annual ILO analysis. 2015 TLC End-of-Year Report 2016 TLC End-of-Year Report 2017 TLC End-of-Year Report</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.B.1	1. Each of the Student Services programs will incorporate review of the 2013 Student Satisfaction Survey into the annual Program Effectiveness Review and Program Plan within their respective planning portfolio.	<ul style="list-style-type: none"> • VPSS 	1. The updated 2014 SAC Student Satisfaction Survey was recently uploaded to the website and has been receiving institutional attention in Management Council, on the Enrollment Management Team, and is being utilized in Student Services Program Effectiveness Review. The College is analyzing the data historically and will use selected metrics as baseline measures for the current year.
II.B.3	1. New strategies and procedures that come from Student Transition Strategic meetings will be phased in during the 2015-2016 school year; data will be collected and a review of the results will drive future changes.	<ul style="list-style-type: none"> • VP SS • Equity Coordinator 	1. In 2015-16 Student Transition Strategic Meetings between credit and non-credit faculty were held; ESL was the target program - learning pipeline for second language learners. ³⁷ Progress was met in the following ways: <ul style="list-style-type: none"> • Articulation agreements • ESL Transition to College course information • Agenda for College Day for Noncredit Students • Fall 2015 Transition Events and Activities • Flyer for Transition to College Class Spring 2017 • Flyer for Student Transition Program

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<p>II.B.3.c</p>	<p>1. As part of the annual review process, student services management and faculty will analyze the most recent Student Satisfaction Survey and identify possible areas of program improvement and implement strategies to increase overall student satisfaction ratings to previous levels or higher (See I.B.1)</p>	<ul style="list-style-type: none"> • VP SS 	<p>1. Through the Research Office, data have been converted into a dashboard, in which all constituents and the public may easily access any data at any time, e.g., Student Satisfaction Survey.³⁸</p> <p>There is also generic data that can be used for programs with broad-based student participation., e.g., A&R, EOPS, Spotlight Reports for specific program information.</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.B.3.e	1. An evaluation of the pilot will be conducted in the fall of 2014 by English faculty and the RSCCD Research Department in conjunction with the SAC Testing Center and Student Outreach Office to verify if placements have resulted in a more successful placement than the standardized CTEP exam.		<p>1. Santa Ana College has an agreement with the SAUSD regarding students who have taken the <i>Expository Reading and Writing Course</i> (ERWC). Students who achieved an <i>A</i> in the ERWC are permitted to enroll in an English 101 class. When this issue was evaluated at the end of the fall 2015 semester, there was not enough data to support any conclusions. However, from the limited data that was available, it appeared that students who achieved an <i>A</i> in the ERWC seemed to be placed properly into English 101; there was not enough data to draw conclusions regarding students who achieved a <i>B</i> or lower in the ERWC.</p> <p>Furthermore, the pilot program that the English Department has agreed to conduct during the 2016-2017 school year should result in a more successful placement into English 101 classes than the standardized CTEP exam. In addition, it may make the ERWC agreement with SAUSD moot and will render the standardized CTEP exam one of many factors that determines a student's proper placement into an English class. The students' success in that pilot program will be used to ascertain whether the grade point average cut-off will need to be adjusted for future English 101 students. (S16 update)</p>
II.B.4	1. The Student Survey will be revised to include distance education student usage and feedback on services provided.	<ul style="list-style-type: none"> • RSCCD Research/DE Coordinator • VPSS 	<p>1.a. The DE Coordinator and the RSCCD Director of Research both serve on the TLC. The TLC chair asked the DE coordinator to develop a protocol for including DE into the next Student Survey. (S15)</p> <p>1.b. A DE Student Support Services Survey was developed, and data was analyzed as a result. (2016)³⁹</p> <p>1.c. Tableau tool can be used to disaggregate for any DE information, (e.g., AS-T Bus Admin Unproductive Units)⁴⁰</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	<p>2. The College will implement DE student access to transfer center resources and advisement and financial aid.</p>		<p>2.a. Financial Aid offers online information and forms. Students are required to come to the College in person for verification, when there is any question regarding status or if there are any other issues. The Financial Aid Office is compliant with all regulations.</p> <p>2.b. The Student IQ Bar is accessible to DE students. There is an online form that the DE student can use to submit questions.⁴¹ The form for submitting questions to the IQ Bar is now live on the college website.</p> <p>2.c. The Transfer Center is moving quickly to incorporate online access for Distance Education students. Access will be similar to the current “Online Counselor” link and form. Students will complete a form online and will receive a response, via email or phone, within 24 hours on working days. This service will provide responses to students from the Transfer Center desk staff or transfer counselors, depending on student need. Online question submittal paired with student access to electronic Education Plans will provide the Distance Education student with an accessible and clear method of transfer planning and advisement. A soft rollout is planned for fall 2017.</p> <p>2.d. Use of synchronous video chat as a tool for increased interaction and familiarity is under investigation for multiple Student Services areas and will serve as another communication improvement for students.</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.C.1	1. After documented analysis through program review, the library and other learning support services will submit their Resource Allocation requests (RARs) for an increase in space, resources, services, and staff to optimize services to students.	<ul style="list-style-type: none"> • Library Faculty 	Nealley Library Resource Allocation Reports are completed annually. ⁴²
II.C.1.a/ II.C.1.c	1. After documented analysis through program review, the library and other learning support services will submit RARs for an increase in educational equipment and materials to support student learning, to provide for enrollment growth to support new programs, and to achieve the mission of the institution.	<ul style="list-style-type: none"> • Library Faculty • Dean Fine and Performing Arts 	Please see reference for II.C.1.

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.C.2	1. Future development and implementation of online student surveys accessible through each of the library and learning support service centers' web pages will be developed to provide continuous feedback for the improvement and enhancement of services.	<ul style="list-style-type: none"> • Cabinet • J27 • SACTAC 	<p>1.a. The DE Coordinator worked with the Learning Center and Math Center to develop surveys to enhance services. The LC is in process of switching from paper/pencil surveys to Survey Monkey. When this is complete, questions will be added for the DE student. The Math Center is in process of formalizing questions for their survey of DE students. Both surveys will be completed and implemented by the end of May 2015.⁴³ The Library is in the process of switching from paper/pencil surveys to an electronic survey engine, probably Survey Monkey, with questions added for the DE student. This will be in place fall 2015. (S15 update)</p> <p>The Learning Center has assessed students annually using Survey Monkey since May 2015. The survey includes questions about online tutoring and has been made available to students using the online services. At this time, there is not a survey that is permanently on the Learning Center website. (S16 update)</p>
	2. DLAs in the Learning Center will continue to be assessed to improve student success and retention through a program review portfolio with goals based on assessment data.		<p>2.a. The Learning Center Coordinator is working with faculty to continually assess the effect of DLAs on success rates both on assignments and overall. Please see Academic Assistance at the Learning Center (S15 update)</p> <p>2.b. On the final page of the DLAs, students are encouraged to respond to questions about the usefulness and clarity of the DLA. Based on this feedback, DLAs may be revised or rewritten. Instructors who refer their students to the Learning Center are asked for their feedback about the Center and the DLAs they recommend for their students. (S16 update)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	<p>3. The measures of assessment for the Math Center’s pilot programs will be scaled to accommodate larger student groups.</p>		<p>3. The Math Department continues to work closely with SAUSD on strategies to elevate math achievement in high school and related success in college. Ideas building on the 2013-2014 pilot programs were reviewed by an intersegmental team on Friday, September 26th and include building pathways for STEM and non-business majors, recalibrating testing schedules to maximize learning time, and encourage students to enroll in math courses during the senior year of high school.⁴⁴</p>
	<p>4. The Learning Center needs more funding to maintain its current status and to expand its services to all students including DE, SCE, and DSPS students.</p>		<p>4. The Learning Center has received augmented funding through Basic Skills and will continue to submit resource allocation requests (RAR) through the institutional planning and budget process.⁴⁵ Ongoing workshops and activities are presented for students monthly.⁴⁶</p>

STANDARD III: RESOURCES

III.A. Human Resources

III.B. Physical Resources

III.C. Technology Resources

III.D. Financial Resources

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.A.5.a	1. The College needs to facilitate and expand professional development opportunities.	<ul style="list-style-type: none"> VP SS 	1. Professional Development for all staff has been increased and supported. Professional development is also included in the RARs based on program review. ⁴⁷ Please see also Response to Recommendation 4.
	2. The College also needs to create a specific budget line item to fund professional development activities.		2. BSI funds are utilized when appropriate, and there is an ongoing Fund 11 account.
III.A.5.b	1. Improvements to the professional development offerings to increase opportunities for all staff should be made.		1. The Professional Development site may be accessed: Please see Response to Recommendation 4, as this is explained in detail.

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	2. The College also needs to create a specific budget line item to fund professional development activities. (See III.A.5.a)		
III.B.1	1. A plan for institutional involvement of DE in the budget and planning process will be addressed and implemented in a more comprehensive manner by SACTAC, as it now reports to the SAC Planning and Budget Committee. Planning will accommodate growth in webcam/video requirements.		<p>1.a. The Coordinator of Distance Education works with faculty to develop an extensive program review document.</p> <p>Please also see Program Review Documents for Distance Education</p> <p>1.b. A plan for institutional involvement of DE in the budget and planning process was addressed and implemented in a more comprehensive manner by SACTAC, as it now reports to the SAC Planning and Budget Committee. Planning accommodates growth in webcam/video requirements.⁴⁸</p> <p>1.c. At the September 22, 2016 SACTAC meeting, SACTAC recommended that SAC transition to CANVAS. This should result in significant licensing savings. SACTAC recommended that all savings associated with this transition be invested back into DE for support and growth. The next step will be a report to the Planning and Budget Committee with a recommendation to College Council regarding the DE transition to CANVAS. The potential savings and utilization of the funds will be underscored.</p>
III.B.1.b	1. The District/College will research emergency notification tools that allow for a more robust communication delivery to a greater number of students, faculty, and staff.		1. A new tool for emergency notification has been developed. ⁴⁹

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.B.2	<p>1. Greater efficiency will be realized in scheduling preventative maintenance and in work order accountability when an automated system can be procured to tie the two together. The goal is to purchase/ implement a system that ties directly to the State’s FUSION system, to access facility condition and age mechanical systems, and combine scheduling preventative maintenance, resource allocation, and inventory control. A system such as this is currently on the 2014-2015 RAR for the Facilities dept.</p>		<p>1.a. Greater efficiency will be realized in scheduling preventative maintenance and in work order accountability when an automated system can be procured to tie the two together. The goal is to purchase/ implement a system that ties directly to the State FUSION system to access facility condition and age mechanical systems and combine scheduling preventative maintenance, resource allocation, and inventory control. A system such as this is currently on the 2014-15 RAR for the Facilities Department. (spring 2014)</p> <p>1.b. In 2015 the ONUMA work order management and preventative maintenance scheduling (PM) software was made available for all district sites. The Work Order system is a web-based system tied to the State’s FUSION and space inventory system. All work orders can be tracked, assigned, and closed out. Once the database is populated, and the system is utilized, this will provide the college with a comprehensive, enhanced preventative maintenance scheduling plan.</p> <p>1.c. In 2017 the ONUMA work order management system was established throughout the district.⁵⁰</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.B.2.a	1. One area of long-range planning that needs to be addressed more effectively is the issue of total cost of ownership and how this affects the decision-making process. This needs to be more formalized in the planning, scope development, and budgeting process for capital improvements at the college. Total cost of ownership is a measurable outcome in the Facilities Program Review document for 2014-15.		<p>1.a. One area of long-range planning that needs to be addressed more effectively is the issue of total cost of ownership and how this affects the decision-making process. This needs to be more formalized in the planning, scope development, and budgeting process for capital improvements at the College. Total cost of ownership is a measurable outcome in the Facilities Program Review Document. (spring 2015) Please see Program Review for Administrative Services.</p> <p>1.b. Regarding ONUMA, the District has established design guidelines that are updated on an ongoing basis with input from the colleges to assist in the long-term management of facilities. Design guidelines are made available to all of the architects and engineers, including staff of the district and colleges (via web access). The District has incorporated sustainable design practices in the design of new buildings, implemented sustainable landscaping, changed mechanical equipment to be more efficient, and added metering of utilities of various buildings. As new projects are developed and constructed, the College is provided a maintenance plan for the building and its equipment and components, e.g., the new Central Plant. (2016) (See also III.B.2)</p> <p>1.c. The Technology Replacement Plan has utilized this concept.⁵¹</p>
III.C.1.a	1. In order to optimize accessibility for students at the School of Continuing Education, an open-entry computer lab should be made available.		1. School of Continuing Education (SCE) students are currently entitled to a free campus ID. SCE students have access to all technology and computer use that credit students have through the Academic Computing Center (ACC) and the Nealley Library. At Centennial Education Center (CEC), there is access to a Business Skills Lab open to any member of the public who registers for a course. In addition, since SCE students attend classes on the SAC campus, ACC and Nealley Library use has been enhanced. (f16)

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.C.1.b	1. The College will continue to discuss, pursue, and implement a more formalized training program for faculty, students, and staff. In addition, the Academic Computing Center will once again offer students optional training classes that focus on various technology skills at no cost to the student.	<ul style="list-style-type: none"> VPAA 	1. There is a proposed plan for the ACC. Due to the physical changes required, and the new student tracking system being developed by ITS, workshops in the ACC for spring 2017 have been deferred to fall 2017, when the facility is reopened. ^{52, 53}
III.C.1.c	1. The College will continue its efforts to make all campus constituents aware of the formal Resource Allocation Request and its formal relationship to institutional planning and budgeting.	<ul style="list-style-type: none"> Cabinet 	1. To ascertain if all campus constituents are aware of the formal RAR and its relationship to institutional planning and budget, a survey was conducted regarding the level of understanding of all constituent groups. ⁵⁴ Evidence is also provided in Planning and Budget Committee Minutes

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<p>III.C.1.d</p>	<p>1. The college is working on developing pathways between credit and non-credit (SCE) programs. In order to assimilate students, Blackboard should be available to non-credit students. The college is actively working on that at this time.</p>		<p>1.a. In fall 2016, Santa Ana College opened an 11-classroom Adult Education Center on the SAC campus. The Center is a model for meeting student educational needs and helping students transition from adult education to college credit programs to employment. The Center has an emphasis on accelerated non-credit programs that are aligned with the credit programs at the college. Emphasis is placed on the pathway between adult education programs and college programs that lead to a degree or a career and technical education certificate. The establishment of the Santa Ana College Adult Education Center provides a pathway for new students to Santa Ana College while also meeting the community need for expanded adult education offerings.</p> <p>1.b. A district-wide Learning Management (LM) workgroup has been investigating learning management alternatives to Blackboard and has made a recommendation to transition to Canvas. There is support to include non-credit in the transition. To that end, a representative from SCE will be added to the workgroup. As a result, the license to utilize Canvas will be available to all faculty. (fall 2016)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<p>III.C.2</p>	<p>1. SAC will evaluate and determine how to improve college-wide technology planning so it is effectively integrated with institutional planning and can be utilized as a basis for institutional improvement. SACTAC will serve as the primary committee mechanism for implementing this actionable improvement plan.</p>	<ul style="list-style-type: none"> • Cabinet • SACTAC 	<p>1.a. In spring 2014, SAC worked through College Council to redesign the reporting structure for SACTAC, which is now a reporting entity to the Planning and Budget Committee. This is better integrated with the college budget planning process. This connection is critical due to the institutional impact technology has on instruction, student success, and curriculum development and delivery. SACTAC now actively reviews RARs related to instructional technology, prioritizes them, and makes recommendations to the Planning and Budget Committee to fund instructional technology needs as budget is available. A funded reserve in Fund 13 (SAC carryover budget) has been established in the last two years to fund investments in technology/innovation. Please see SACTAC web page.</p> <p>1.b. SACTAC has been reviewing its goals and objectives as part of its regularly scheduled meetings in 2015/2016. These goals will be finalized in the first meeting in September. SACTAC develops the technology priorities for the college and works with other committees to ensure that projects and proposals are aligned with the technological priorities identified. Technology planning is highly integrated with the Equity Plans and the Resource Allocation Request process from the Planning and Budget Committee. After SACTAC finalizes the goals, the Technology Plan will be updated in the 2016/2017 academic year. (spring16 update)</p> <p>1.c. SACTAC completed the SAC Technology Plan in alignment with the District Technology Plan. (fall 2016)⁵⁵ This is aligned with the RSCCD Technology Plan.</p> <p>1.d. SACTAC creates budget priorities for technology based on the Technology Plan.⁵⁶</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.D.1.a	1. The College will continue to improve its planning and budgeting process by assessing the effectiveness of the RAR process in terms of its delivery of focused resources and linkage to the college's Strategic Plan.	<ul style="list-style-type: none"> • 1. VP Admin • 2. SACTAC 	1. RARs were evaluated in an Effectiveness Survey Oct 2016. ⁵⁷
	2. The College will continue to further tie the long-term technology needs of the college into long-term financial planning in alignment with planning and budget needs.		2. Technology needs are tied into long-term financial planning through the Technology Plan and the RAR process. ⁵⁸
III.D.1.c	1. The College will continue to adapt to the unique characteristics of the new SB361 Budget Allocation Model, which allows the college to be more in control of its financial stability and able to align its priorities to the resources available.		1. Annually, the District Fiscal Resources Committee builds a task force to review the current Budget Allocation Model in order to make recommendations for changes that are driven from the colleges. The SAC Planning and Budget Committee reviews the model, and members of the SAC Planning and Budget Committee participate on the FRC Task Force to bring about changes for the upcoming fiscal year. This review occurred during the fall semester, 2017, with the changes included in the BAM language as a part of the FY 17/18 Adopted Budget. ⁵⁹ The Planning and Budget Committee also continually discusses the effectiveness of the BAM and the management of fiscal resources under this model. ⁶⁰

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
III.D.1.d	1. The College must continue to obtain input from all departments in the institution, and it must make sure that priorities set by all the departments are judged fairly with respect to the long-term needs of the institution.	<ul style="list-style-type: none"> VP Admin 	1. The College engages in its annual Resource Allocation Request process, which is tied directly to each division/department program review documents and intended outcomes. All of the requests that are submitted are prioritized by the dean/directors and ultimately by the area vice presidents in alignment with the SAC Planning & Budget Committee’s established budget priorities, the college’s strategic planning documents. The VP Administrative Services made a RAR presentation made to the Academic Senate in February 2017. ⁶¹
	2. The College budget office will conduct further training with all constituency groups to ensure the budget development and resource allocation request process is clear and tied to the Strategic Plan.	<ul style="list-style-type: none"> VP Admin 	2. The SAC Budget Office continues to offer training (group and one-on-one) to departments and campus team members on budget specifics, as well as group training such as the RAR presentation made to the Academic Senate in February 2017. More specific budget process and reporting training is scheduled for June 2017 with management team members and administrative support team members.

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	<p>3. POE will review the efficacy of the new process for establishing priorities.</p>	<ul style="list-style-type: none"> • ALO 	<p>3.a. The Planning and Organizational Effectiveness Committee (POE) is the planning oversight committee within the District participatory governance structure. Responsibilities of POE are outlined with the RSCCD Planning Design Manual Responsibilities:</p> <ul style="list-style-type: none"> • Develop and monitor implementation of the RSCCD Comprehensive Master Plan and the RSCCD Strategic Plan • Ensure that District Planning processes follow the processes and timelines outlined in the RSCCD Planning Design Manual • Provide leadership for coordination of district and college planning activities • Prepare the annual Progress Report on the RSCCD Comprehensive Master Plan • Coordinate date to be presented at annual Board of Trustees planning activity • Coordinate accreditation activities between colleges and District Services including the delineation of District/College Functions • Review institutional research activities and results • Review resource development initiatives • After the District Council Governance Summit of April 18, 2016, the POE Committee recommended a way to parse responsibilities amongst the governance groups and a plan for inter-communication. Approval occurred at the POE meeting of May 25, 2016.⁶²

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
			<p>3.b. The goals of the POE Committee are reviewed biannually.⁶³</p> <ul style="list-style-type: none"> • Work to align the planning and budget cycles between the colleges and the District • Serve as the oversight committee for the RSCCD Mission and Strategic Plan • Ensure integration of clearer responsibilities between the Fiscal Resources Committee (FRC) and POE utilizing District Council as the designator of responsibilities Assist in planning the District Governance Summit • Serve as the oversight committee for district-wide grants • Inform district governance committees of their respective roles in accreditation so they may serve as a support to the colleges <p>3.c. Among the responsibilities of the committee are to monitor accreditation exigencies for the District. Please see Accreditation and Shared Governance Committees Document and the Planning Design Manual Addendum–Accred Standards Update</p>
III.D.2.c	<p>1. SAC will continue to provide budget training to the different departments and to provide tools for budget planning and management. This will help the college to be more efficient and maintain usable, reliable, and coherent data to be used for decision-making college-wide.</p>		<p>1. Training occurs in many venues, including the planning and Budget Committee, which has representation from all constituency groups. Upon request, the vice President of Administrative Services attends meetings to demonstrate the BAM and answer questions related to budget allocation and fiscal resources management. On February 7, 2017, the Vice President attended the Academic Senate Retreat to explain the RAR process and the overall fiscal stability of the College.⁶⁴</p>

STANDARD IV: LEADERSHIP AND GOVERNANCE

IV.A. Decision-Making Roles and Processes

IV.B. Board and Administrative Organization

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<p>IV.A.3</p>	<p>1. Santa Ana College governance committees should create uniform standards for the posting of minutes in related to regularly scheduled meetings.</p>	<p>1. Governance Chairs</p>	<p>1. Agendas and minutes of all committees are posted on the participatory governance pages of www.sac.edu.</p> <p>Participatory Governance Committees</p> <p>College Council</p> <p>Facilities Committee</p> <p>Planning and Budget Committee</p> <p>Student Success and Equity Committee</p> <p>Archive—Former Committee—Institutional Effectiveness and Assessment (IE&A) Committee</p> <p>Task Forces and Workgroups that report to Participatory Governance Committees:</p> <p>Accreditation Oversight Committee (Reports to College Council)</p> <p>Basic Skills Initiative Strand A (Reports to Student Success and Equity and the Academic Senate)</p> <p>Health, Emergency Preparedness, Safety & Security Task Force (HEPSS - Reports to Facilities Committee)</p> <p>SAC Technology Advisory Committee (SACTAC) (Reports to Facilities Committee)</p> <p>Academic Senate</p> <p>Academic Senate Committees</p> <p>Curriculum and Instruction Council</p> <p>Teaching and Learning Committee (TLC)</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
IV.B.2.b	1. An Office of Institutional Effectiveness with the ALO and a researcher dedicated to the college will improve strategic planning and institutional effectiveness. (See I.B.3 & I.B.6)	<ul style="list-style-type: none"> • Cabinet/ • IE Coordinator 	<p>1.a. The ALO has worked with the Research Analyst to make recommendations to College Council related to the data elements required for Strategic Plan analysis. (See I.B.3)</p> <p>1.b. College Council approved a Research Analyst position that will report to the VPAA and work with the ALO on accreditation and EMP issues. The first day of service was 01/09/17.⁶⁵</p> <p>1.c. Example of Research Office work includes working with departments as well as overall college work.⁶⁶</p>
IV.B.3.c	1. The Budget Allocation Model guidelines, procedures, and responsibilities will be reviewed and revised as needed.		<p>1.a. The District Fiscal Resources Committee reviews the BAM in a workgroup that has representatives from the District and both colleges. Reviews are typically conducted in October.</p> <p>1.b. The Planning and Budget Committee regularly discussed the BAM Minutes.</p>
IV.B.3.g	1. To improve overall effectiveness within RSCCD, the College will increase the frequency and clarity of information disseminated from the District Office regarding program and service functions.	<ul style="list-style-type: none"> • Cabinet 	1. The District completed a communication survey and is taking steps to increase opportunities for personal communication on the campuses with the Chancellor. All members of Management Council now submit items for the quarterly meetings. The Chancellor has also expanded the number of written updates by RSCCD to the District and the colleges. ^{67, 68}

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
	2. In addition, the 2014 RSCCD Functions/Mapping of Responsibilities will be broadly shared.		2. The IE Coordinator is the co-chair of the RSCCD Planning and Organizational Effectiveness Committee (POE) and was a member of the Functions/Mapping of Responsibilities workgroup. The Coordinator keeps the SAC Cabinet and College Council apprised of any changes. Cabinet members contribute information and are responsible for distributing the final version to their respective areas. The Functions/Mapping of Responsibilities was revised in 2014. ⁶⁹

Note: The status of the Actionable Improvement Plans related to Recommendations 1, 2, and 3 has been updated each year since the *Self-Evaluation Report of Educational Quality and Institutional Effectiveness*, with inclusion of Recommendation 4 in spring 2016. Although the format of the comprehensive report has changed, this document is linked to the *2014 Self-Evaluation Report* using the former standards references and has been useful to the college in keeping abreast of continuous quality improvement.

**RESPONSE TO ACCJC COLLEGE RECOMMENDATION
FOR IMPROVEMENT**

RESPONSE TO ACCJC COLLEGE RECOMMENDATION 4

In order to increase effectiveness, the team recommends that the College increase research capacity and data analysis to support decision-making and integrated planning. (Standards III.A.5.b, III.A.6, IV.B.2.b)

The President of Santa Ana College guides institutional improvement of the teaching and learning environment by setting a broad-based vision and action plan based on research and analysis for all aspects of the College. This becomes the basis of overall institutional planning and decision-making. As Academic Affairs is the heart of the institution, the President carefully monitors the research agenda of the College and ascertains on a regular basis the success and achievement rates of the students. Procedures to evaluate overall institutional planning and implementation efforts follows the President's agenda. **(IV.B.2.b)**

The President has established a collegial process that sets values, goals, and priorities, which she shares in a formal document at selected meetings. Her commitment and focus include first and foremost the fiscal stability of the College, enrollment management, and facility improvement so that academic excellence may be a priority. Her student-centered approach includes four key areas: supporting workforce development; ensuring that the College remains relevant to the needs of business and industry; creating innovative program development and pathways; strengthening student support services; and promoting Adult Education. To ensure these long-term goals, the President has several short-term one-to two-year action plans:

- Manage the impact of the physical transformation of the college so it has the least impact on student completion and enrollment
- Expand and continue to strengthen relationships with SAUSD
- Expand and continue to strengthen relationships with our university partners
- Expand partnerships with business and industry
- Expand partnerships with non-profits

The President is integrated into all facets of the College and leads accreditation efforts. She meets bi-monthly with the ALO and creates action items for this work as well.^{70, 71}

To ascertain that the vision and goals are actualized, the President has also transformed the role of College Council into that of a working group rather than a group that receives updates from the participatory governance committees and then serves as an approving body.

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

In March 2017, College Council sponsored a Strategic Planning meeting, during which accreditation standards were discussed, the mission statement was reviewed, and broad action plans were developed for the vision of the College.⁷²

In addition, the President has restructured the purpose of Management Council so that both bodies serve as integrated working groups with focused dialogue instead of serving as entities that only receive information from the units and committees.⁷³ To commence this process, at Management Council a survey hand-out was disseminated to identify concerns that managers face in an effort to better assess all unit outcomes (i.e., Academic Affairs, Student Services and Administrative Services). **(IV.B.2.b)**

The President has restructured the internal relations function and the external community relations function by establishing a college-level Public Relations Office to work in tandem with the existing Community Relations Office. Both report to the President's Office. The Public Relations Officer, hired spring 2017, works with the President on internal college issues. This complements the work of the SAC Foundation and the existing external public relations functions. The SAC Marketing Plan, which reaches out to the public and potential students, will then be actualized by the Community Relations Office.⁷⁴ **(II.A.6.c)**

Under the President's direction, all participatory governance committee decisions commence with ongoing collegial dialogue from the department to institutional levels. Santa Ana College also has five Participatory Governance Committees and other working Committees to move forward the President's agenda. The Participatory Governance Handbook lists the membership and goals of each committee. Each committee also has a website. Please see [Shared Governance Committees web site](#) and also [Participatory Governance Structure Handbook](#).

The President also ensures that educational planning is integrated with resource planning and distribution to achieve student learning outcomes at the highest level. This includes program development (e.g., CTE; Baccalaureate degree; pathways—the College has been selected to receive the California Guided Pathways Grant⁷⁵); professional development for faculty and staff; human resources planning; facilities planning;⁷⁶ technology planning; and budget allocation. To promote this integrated planning, the President has ensured that evaluation and planning rely on high quality research and analysis on external and internal conditions. Santa Ana College has systematically and slowly increased research capacity and data analysis to support decision-making and integrated planning that will lead to improved student success and achievement.

The College currently has a [Research Office](#) with a Director of Research and three research analysts. The Director of Research was hired spring 2016. The first research analyst was hired spring 2015 to create the Tableau tool. After the first research analyst left the college, two more analysts were hired to work on issues of Equity. In January 2017, a third research analyst was hired to work in Academic Affairs on issues related to accreditation and institutional effectiveness and to work with the School of Continuing Education.

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

The President helps establish a research agenda, and she monitors progress on student success and achievement rates through special research requests. For example, for the 2017 Convocation, the President requested the Equity Office create a graph that demonstrated the progression of student completion of degrees and certificates, for both prepared and unprepared students, as this can have an impact on student success.⁷⁷ In addition, as the College will be offering a Bachelor of Science degree in Occupational Studies commencing fall 2017, the President has requested that a survey be sent out to better understand the needs of students who can potentially apply to the program. (IV.B.2.b)

To promote the President's agenda,⁷⁸ the Research Office has the following goals: creating and maintaining interactive dashboards; maintaining a webpage; data analysis and reporting.⁷⁹

The Santa Ana College Research Department has designed many interactive visualization tools (Dashboards) to assist in department and program evaluation. Faculty and staff are encouraged to contact the department for help.

[Degree & Certificate Tool](#)

[NEAT \(Non-Credit Equity Action Tool\)](#)

[Persistence Tool - Fall 2015 to Spring 2016](#)

[SEAT \(Student Equity Action Tool\)](#)

[Santa Ana College Credit First Census Trends](#)

[Santa Ana College Student Satisfaction Survey](#)

[SAUSD SEAT \(Student Equity Action Tool\)](#)

[SAUSD to SAC Pathway Tool](#)

[Santa Ana College Research Dashboard Page](#)

[Santa Ana College Program Review Resources](#)

[RSCCD Department of Research](#)

The Research Office has also developed the [Fact Book](#). Please also see [Student Success and Equity web page](#).

The Santa Ana College Fact Book contains key metrics about college demographics; course success rates; degrees and certificates; and enrollment trends, with an equity and overall student success lens.

COURSE SUCCESS RATES; PERSISTENCE; DEGREES AND CERTIFICATES; OTHER SAC RESEARCH

An Equity Coordinator who works in tandem with the Director of Research also co-chairs the [Student Success and Equity Committee](#) with the Vice President of Student Services.




























RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

This participatory governance committee oversees the Equity Plan, SSSP, and the Basic Skills Initiative Plans.

As a result of data, needs are identified and workshops and activities are developed to address these needs.⁸⁰ Training on how to access and utilize data is offered to faculty and staff as to how to utilize the tableau tool and the other dashboards and data tools created by the Research Office.⁸¹

For example, faculty and staff may request training in the Student Equity Action Tool (SEAT) or Noncredit Equity Action Tool (NEAT) or training in how to design a study or research protocol so they may develop a research project for a specific program. Please see [Research Request Form](#) and [Tableau Research web page](#).

After the studies are completed by the Research Office, “Spotlight Reports” are sent to the faculty for use in program review reports and in designing curriculum and activities to improve student success. For example,

	Comparative Analysis of the MATH 2015 vs 2...	1/23/2017 1:05 PM	Microsoft PowerPoi...	10,653 KB
	Completion transfer handout for mgt council ...	1/11/2017 6:03 PM	Microsoft PowerPoi...	135 KB
	English - Persistence.pptx	11/28/2016 8:27 AM	Microsoft PowerPoi...	325 KB
	English & Math Enrollments, F10, F16, SAUS...	11/2/2016 8:19 AM	Microsoft PowerPoi...	108 KB
	English Course Completion Equity Analysis (F...	1/23/2017 8:38 AM	Microsoft PowerPoi...	1,584 KB
	Enrollment of Fall 2016 Adelante Students in ...	9/30/2016 8:26 AM	Microsoft Excel Wor...	23 KB
	Evaluation of the Promise Program_Fall 2016...	2/28/2017 9:47 AM	Microsoft PowerPoi...	1,675 KB
	Fall 2016 English multiple measures outcomes...	1/6/2017 1:24 PM	Microsoft PowerPoi...	376 KB
	Grade Distribution for Program Review by Eq...	2/7/2017 9:58 AM	Tableau Packaged ...	1,745 KB
	Mathematics - Course Sequence & number of...	11/28/2016 8:27 AM	Microsoft PowerPoi...	163 KB
	Multiple Measures Assessment by Original Pla...	10/17/2016 12:17 PM	Microsoft PowerPoi...	1,576 KB
	One year Academic Progress of fall 2015 frs...	10/4/2016 12:27 PM	Microsoft PowerPoi...	111 KB
	Persistence by Major_SP16 to F16.pdf	3/22/2017 3:04 PM	Adobe Acrobat Doc...	596 KB
	preliminary look at SAUSD placement, F2017,...	3/22/2017 2:44 PM	Microsoft PowerPoi...	55 KB
	SAC transfer report, 2 year colleges 1516.pptx	12/7/2016 8:42 AM	Microsoft PowerPoi...	2,811 KB
	Santa Ana College Student Satisfaction Surv...	9/22/2016 1:33 PM	Microsoft PowerPoi...	112 KB
	satisfaction Survey 2016 open ended comme...	9/22/2016 1:36 PM	Microsoft Excel Wor...	70 KB
	satisfaction Survey 2016 suggestions for imp...	9/22/2016 1:17 PM	Microsoft Excel Wor...	73 KB
	Survey of Student Experience at SAC Final R...	2/1/2017 3:25 PM	Adobe Acrobat Doc...	239 KB
	Survival Analysis of First-Time Freshman at S...	12/7/2016 9:26 AM	Adobe Acrobat Doc...	738 KB
	Thumbs.db	3/23/2017 11:37 AM	Data Base File	192 KB
	tracking 09-10 cohort over 15 terms-02-07-1...	2/8/2017 8:20 AM	Microsoft PowerPoi...	106 KB
	Understanding BOG Application_Sp2016.pptx	11/28/2016 8:45 AM	Microsoft PowerPoi...	1,535 KB
	Unit completion - what characteristics are as...	11/28/2016 8:34 AM	Microsoft PowerPoi...	1,623 KB
	Veterans Presentation Revised 012717.pptx	3/21/2017 11:53 AM	Microsoft PowerPoi...	554 KB
	What happened to Sp2016 Students.pdf	3/22/2017 3:04 PM	Adobe Acrobat Doc...	764 KB
	Who used the math center 102616.pptx	1/11/2017 6:20 PM	Microsoft PowerPoi...	55 KB

Using data provided by the Research Office, departments and units conduct self-reflective dialogue regarding the respective assessment results. Decisions are then made for improvement of student learning and/or institutional processes. Improvement can be noted in a variety of ways, including interdisciplinary discussions at the [Teaching Learning Committee](#) and [Academic Senate](#). Cross-integration of dialogue also occurs at each unit of the college. Academic Affairs, Student Services, and Administrative Services are referenced at the department/division, council/committee and constituency

group level.^{82, 83, 84} Please see also [Student Success and Equity Minutes](#) ; [TLC minutes](#); [Academic Senate minutes](#) (I.B.1, II.A.2.a)

Professional Development (III.A.5.b)

Santa Ana College provides other [professional development](#) opportunities for both faculty and staff to create a variety of learning opportunities to improve student success. The President's Spring Convocation offers opportunity for both faculty and staff to participate in activities designed to enhance student success.

The professional development team develops curriculum for both faculty and staff, from joint initiatives such as applications training, to courses tailored specifically to each audience. For example, ongoing discussion of SLOs in a cross-disciplinary format is important at the TLC and also in a professional development setting. Please see [SLO Symposium](#).

With the assistance of the participants, the College systematically evaluates professional development programs and uses the results of these evaluations as the basis for improvement. Surveys are often utilized to determine need.^{85, 86, 87, 88}

[Professional development](#) programs are designed and developed by a team of faculty and staff representatives from across disciplines, departments, and locations. This leadership team meets every semester to coordinate and plan offerings based on attendee feedback. This work is culminating in a preliminary meeting of the SAC Professional Development Advisory Committee on May 30th. This new committee will officially convene in fall, 2017.^{89, 90, 91, 92}

In an effort to promote college-wide literacy, interdisciplinary collaboration, and a sense of community, Santa Ana College officially adopted an annual initiative called: *The [Book-of-the-Year Program](#)* in fall 2009. The Nealley Library co-sponsors the Book-of-the-Year events with the Teaching Learning Committee. The 2016-17 BOTY is *Between the World and Me* by Ta-Nehisi Coates. Events were as follows:

Tuesday, September 20, [Between the World and Me Staff Development Workshop](#), 2:00 pm in The Learning Center, D-307

Tuesday, October 25, [Between the World and Me Staff Development Workshop](#), 2:00 pm in The Learning Center, D-307

Tuesday, November 1, [Reflections on Being Black in America](#), a *Between the World and Me* Panel Discussion, 1:00pm in A-210. AC Campbell (Faculty, Sociology), Janice Love (Director of Research, SAC), Veronica Oforlea (Associate Dean, DSPS) and Kalonji Saterfield (Faculty, Communication Studies), shared their impressions of the book and their experiences as African-Americans.

Wednesday, May 31, 2017, Guest speaker, Dr. Terrence Roberts, renowned author, educator, speaker, and member of the "Little Rock Nine," shared his story and views of race, identity, bias, prejudice, and engaged in a discussion on the central themes of the BOTY *Between the World and Me*.⁹³

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

In 2016, two faculty members developed a packet of resources for faculty use to facilitate student reflection and discussions.⁹⁴

The Book-of-the Year selected by the college community for 2017-2018 is *One World: A Global Anthology of Short Stories*.⁹⁵

Student Success Factors Spring 2015 and Spring 2016 Convocations focused on the six student success factors from the RP Groups “[Student Success Redefined](#)”⁹⁶

From spring 2015 to spring 2017, multiple activities provided follow up and expansion on this research study and on faculty and staff discussions.

New full-time faculty participate in multiple New Faculty Institute sessions during biannual flex weeks as well as monthly meetings during the fall and spring semester of their first year at Santa Ana College. The District (RSCCD) and SAC host these sessions. Faculty from previous Faculty Institute cohorts share teaching practices and learning technologies with new cohorts. Topics range from practical aspects faculty engagement at the College to accreditation, program review, and institutional effectiveness.⁹⁷

Santa Ana College has offered a two-day *Adjunct Faculty Institute* biannually since January 2016. Topics include creating inclusive classrooms, campus resources, successful teaching strategies, and tips for using technology. Topics are added to the agenda in response to participant evaluations (Adjunct Faculty Institute Evaluations August 2016; Adjunct Faculty Institute Agenda Spring 2017).⁹⁸

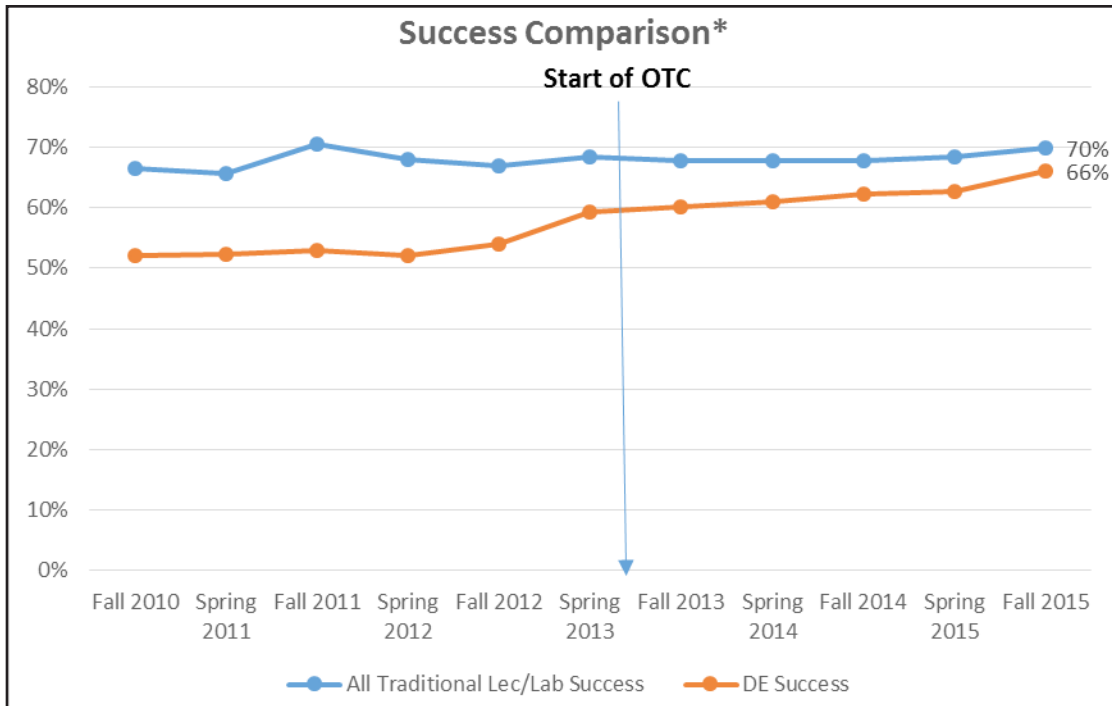
The SAC Professional Development team reviewed and assessed the responses and needs of the Classified Staff during meetings held in fall 2015. Based on the interests and needs expressed by classified members of the college community, the team has developed the *Staff Leadership Workshop Series*: a three-workshop series designed to inform and empower the classified staff utilizing student success best practices. Classified Staff who complete the series receive a Leadership Certificate.⁹⁹

The Distance Education department provides training in the following areas for Learning Management System support: Blackboard Basics; Assessments; Interactive Tools and Grade Center; NetTutor (online tutoring links available for students in online courses); and Proctorio (webcam based online exam proctoring). All training is offered in face-to-face workshops or via online self-paced modules.^{100, 101}

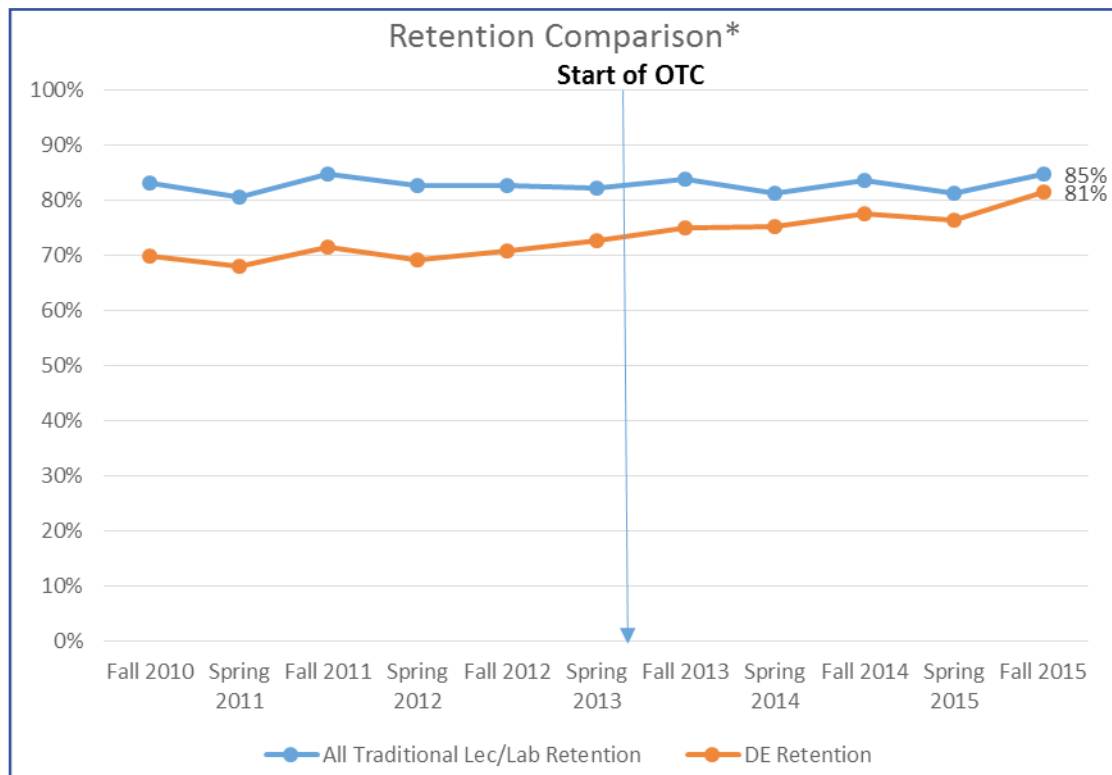
The SAC Online Teaching Certification is taught using a cohort model in an online 12-week synchronous format based on the [@ONE certification model](#) and is a SAC [online teaching requirement](#). At completion, faculty earn 2.5 CEUs toward step advancement. The College has seen improvements in student retention and success rates with this required training.

It has been noted that success rates have improved since online training for faculty has been made a requirement of teaching online.

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS



OTC: Online Teaching Certification
* Without Academies



OTC: Online Teaching Certification
* Without Academies

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

Santa Ana College is a recipient of the Achieving the Dream: Open Educational Resources Degree Initiative. Liberal Arts and the Business Administration AS-T degrees will be offered with complete OER materials within the year. Faculty offering courses in this degree program are required to complete the online OER training for understanding OER harvesting, citing, and usage at the College.

RSCCD will be transitioning to Canvas as the LMS beginning summer 2017. Faculty Canvas training will begin spring 2017 with offerings in face-to-face workshops and online self-paced training. This professional development training will be a requirement for faculty teaching online. The College has seen increased interest from faculty to provide students with accessible materials within the LMS. As a result, accessibility is included in the Online Training Certification; creation of a special module for this topic is currently being discussed. The OEI Canvas migration is an 18-month process.

Human Resources (III.A.6)

Human resources planning is also integrated with institutional planning. The President monitors all hiring, including faculty, management, and classified positions reviewing the data supporting human resources requests.

The College systematically assesses the effective use of human resources and uses the results of the evaluation as the basis for improvement. Requests for new faculty are made by departments based on program review analyses and assessment that full-time faculty are needed for the welfare of students within a given program. After the program review cycle is completed, Resource Allocation Requests are sent by the department to the division dean that include all human resources requests.¹⁰² Requests for full-time faculty undergoes a second level of rigor: the department fills out the Academic Senate Faculty Request Form, which includes rationale for the request.¹⁰³ These requests are then reviewed by the Faculty Priorities Committee, co-chaired by the Academic Senate President and the Vice President of Academic Affairs.¹⁰⁴ The priorities list is then sent to the deans to review, and the deans develop a list with rationale as well. Both priorities lists are then sent to the President, who has the final authority. In 2016, the President considered the recommendations, and based on additional information regarding the academic vision of the College, the President made a determination that the ranking of the Baccalaureate Program in Occupational Studies and the Psychology department should be adjusted to a higher rank. As a result, these two positions were filled in spring 2017. **(IV.B.2.b)**

The number of full-time faculty is determined by the District Human Resources department based on the Faculty Obligation Number (FON) for that year, and the Chancellor issues the number of faculty that will be hired for Santa Ana College and Santiago Canyon College based on the SB 361 funding formula. In 2015-2016, twenty-seven faculty were hired at SAC based on the FON; in 2016-17, eleven faculty were hired—ten will be counted toward the FON. The President ensures that specific faculty hiring in fulfillment of the Faculty Obligation Number (FON) is based on student demand; FTE generation; new and high-demand programs; academic pathways; and ACCJC or outside accreditation body exigencies, e.g., Nursing.

RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

Hiring of Management and Classified Staff positions follows a process of reorganization. Requests for reorganization are a result of program review in academic affairs, student services, administrative services, and the School of Continuing Education. College Council receives these requests and formal discussion occurs. College Council has representation from all constituency groups, including the President's Cabinet; the Academic Senate; the IE Coordinator/ALO; CSEA, Chapter 579; district liaison and support staff; and students.¹⁰⁵

Summary

The current President of Santa Ana College has continued the work of the former President, who supported the development of a vibrant research office. The President has been proactive in establishing a vision and action plans for the College that include all constituency groups through the participatory governance structure and work with the Academic Senate. She remains informed and is an active participant in accreditation processes and all matters of institutional effectiveness. In addition, through the development of a new Mission and Vision Statement to inform development of the Educational Master Plan, based on internal and external scans and in-depth research, the President has ascertained that planning and resource allocation processes will remain integrated and flexible enough to change as needed and drive educational planning. Since the *Follow-Up Report*, enhancement of institutional effectiveness has been formalized by the President.

ANNUAL REPORT DATA

ACCJC Midterm Report Data Reporting Form

ANNUAL REPORT DATA
INSTITUTION-SET STANDARDS

STUDENT COURSE COMPLETION

(Definition: The course completion rate is calculated based on the number of student completions with a grade of C or better divided by the number of student enrollments.)

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	72%	72%	72%
Stretch Goal			74%
Actual Performance	74%	75%	77%
Difference between Standard and Performance	2%	3%	5%
Difference between Stretch Goal and Performance			3%

Analysis of the data: Although the college is exceeding its ISS as well as the stretch goal, analysis is being done from an Equity perspective to close gaps in areas of disproportionate impact. For this reason the stretch goals will not be raised for 2017.

DEGREE COMPLETION

(Students who received one or more degrees may only be counted once.)

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	1,864	1,902	1,941
Stretch Goal			1,980
Actual Performance	1,921	2,033	2,409
Difference between Standard and Performance	57	131	468
Difference between Stretch Goal and Performance			429

Analysis of the data: The same as above applies.

CERTIFICATE COMPLETION

(Students who received one or more certificate may only be counted once.)

Category	Reporting Year		
	2014	2015	2016
Institution Set	1,662	1,696	1,731
Standard Stretch Goal			1,766
Actual Performance	1,474	2,859	2,132
Difference between Standard and Performance	-188	1,163	401
Difference between Stretch Goal and Performance			366
Analysis of the data:	The same as above applies.		

TRANSFER

Category	Reporting Year		
	2014	2015	2016
Institution Set	2,012	2,096	2,117
Standard Stretch Goal			2,159
Actual Performance	1,987	2,123	2,277
Difference between Standard and Performance	-25	27	160
Difference between Stretch Goal and Performance			118
Analysis of the data:	The same as above applies.		

STUDENT LEARNING OUTCOMES ASSESSMENT

	Reporting Year		
	2014	2015	2016
Number of Courses	1,708	1,523	1,489
Number of Courses Assessed	1,708	1,523	1,489
Number of Programs	219	237	249
Number of Programs Assessed	219	237	249
Number of Institutional Outcomes	7	7	7
Number of Outcomes Assessed	1	2	3
Analysis of the data:	College Council is leading the process for revision of the college mission statement as well as the Vision Themes of the college. The Vision Themes serve as both the goals of the Strategic Plan and the basis of the ILOs. The results of this effort will affect ILO analysis. At this time, there is a four-year cycle of analysis for the seven ILOs. (Year one: Communication; Year two: Thinking and Reasoning; Year three: Information Management; Year four: first semester--Diversity, Civic Responsibility, second semester--Life Skills, Careers)		

ANNUAL REPORT DATA

LICENSURE PASS RATE

(Definition: The rate is determined by the number of students who passed the licensure examination divided by the number of students who took the examination.)

Program Name	Institution Set Standard	Actual Performance			Difference			Stretch Goal	Difference		
		2014	2015	2016	2014	2015	2016		2014	2015	2016
Registered Nursing	82.53%	72.45	85.06	83.3	-10.08	2.53	.77	83.53			-.23
Occupational Therapy Assistant	95%	94%	94%	95%	-1%	-1%	0	96%			-1%
Pharmacy Technology	75%	100	71%	71%	25%	-4%	-4%	76%			-5%

JOB PLACEMENT RATE

(Definition: The placement rate is determined by the number of students employed in the year following graduation divided by the number of students who completed the program.)

Program Name	Institution Set Standard	Actual Performance			Difference			Stretch Goal	Difference		
		2014	2015	2016	2014	2015	2016		2014	2015	2016
Registered Nursing	60%	61.2	65%	77%	1.2	+5%	17%	61%			16%
Occupational Therapy Assistant	95%	95%	96%	95%	0	1%	0	96%			-1%
Pharmacy Technology	80%	86.3	97%	97%	6.3	17%	17%	81%			16%

ANNUAL FISCAL REPORT DATA

Category	Reporting Year		
	2014	2015	2016
<u>General Fund Performance</u>			
Revenue	70,755,129	185,652,553	233,635,989
Expenditures	79,197,825	183,403,925	203,824,989
Expenditures for Salaries and Benefits	37,737,208	149,098,573	164,446,397
Surplus/Deficit	3,442,696	2,248,628	29,811,000
Surplus/Deficit as % Revenues (Net Operating Revenue Ratio)	(4.94%)	1.21%	12.76%
Reserve (Primary Reserve Ratio)			
Analysis of the data:	The district maintains an adequate reserve.		

Other Post Employment Benefits

Actuarial Accrued Liability (AAL) for OPEB	82,058,965	82,058,965	129,629,001
Funded Ratio (Actuarial Value of Plan Assets/AAL)	0%	0%	0%
Annual Required Contribution (ARC)	8,350,167	8,350,167	11,722,578
Amount of Contribution to ARC	8,350,167	8,350,167	11,722,578

Analysis of the data: The district has funded its full ARC each of these three years.

Enrollment

Actual Full-Time Equivalent Enrollment (FTES)	20,087	20,351	20,334
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Analysis of the data: Santa Ana College Full-Time Equivalent Student Enrollment (FTES) has grown 1.2% from 2014 to 2016. This is in line with expectations within this period of time. However, demographic shifts and other factors are now impacting enrollment, and the College expects to see a downturn of 5% in the 2017-2018 academic year.

Financial Aid

USED Official Cohort Student Loan Default Rate (FSLD - 3 year rate)	17%	12%	13%
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Analysis of the data: The Annual Report data was for cohort years 10/11; 11/12; 12/13
A third party has not been utilized to contact defaulted students to help get the students out of default; however, the college would investigate this option if the college ever exceeded the 20% mark.

Note for Licensure Pass Rate (p52 above—p3 of Data Form):

1. For the registered Nursing Program, a change in curriculum and basic skills requisites, the licensure pass rate was increased to above the benchmark between 2014 and 2015.
2. Students are not required to take the Pharmacy Technology examination, as licensure does not depend on it. Students are encouraged, however, to take the examination.

Note for Job Placement Rate (p52 above—p3 of Data Form):

1. All benchmarks have been met.

APPENDIX A

Enhancement of Integrated Planning and Institutional Effectiveness at Santa Ana College Assessing Documents and Processes

Overall institutional planning and implementation efforts are evaluated through multiple processes. Accreditation reports and the attached evidentiary documents underscore the strengths of the institution as well as improvement of educational quality and institutional effectiveness. In addition, a cyclical process is used to evaluate all processes and plans.

ASSESSMENT ACTIVITY	S 2015	F 2015	S 2016	F 2016	S 2017	F 2017	S 2018	F 2018	S 2019	F 2019	S 2020	F 2020	S 2021	F 2021	S 2022	F 2022
Review Mission Statement																
Review & Revise Strategic Plan Vision Themes																
Strategic Plan Update																
Planning & Decision-Making Processes																
Resource Allocation Processes																
Participatory Governance Structure																
Communication Processes (IE Survey)																
Training & Professional Development																
Educational Master Plan 2016-2022																
Accreditation																

= comprehensive (I.B.6, I.B.7)

APPENDIX B

Evidentiary Documents Midterm Report

1. [Official Commission Disposition Letter February 6, 2015](#)
2. [Accreditation Oversight Committee Website](#)
3. [Accreditation Oversight Committee Minutes](#)
4. [College Council Webpage](#)
5. [College Council Minutes 04-19-17](#)
6. [Meeting with Classified Staff, CSEA, Chapter 579— May 12, 2017](#)
7. [Academic Senate Agenda May 9, 2017](#)
8. [Follow-Up Report Template for Use with Constituency Groups](#)
9. [ALO Meetings with the President](#)
10. [College Council Minutes: Midterm Report Approval, May 31, 2017](#)
11. [Board of Trustees Minutes August 14, 2017: Midterm Report Approval](#)
12. [TracDat Update](#)
13. [Program Review Template](#)
14. [Institutional Learning Outcomes Process](#)
15. [Example of ILO Analysis](#)
16. [TLC Discussion ILO Analysis 2017 in TLC End-of-Year Report](#)
17. [New Research Analyst Position](#)
18. [Data Workshops](#)
19. [Dashboard Training](#)
20. [FLEX/New Faculty Institute](#)
21. [Example Program Review CJ Aligned to SP](#)
22. [College Council webpage \(membership\)](#)
23. [Institution-Set Standards](#)
24. [College Council—Mission Statement Review](#)
25. [Survey of Draft Mission Statements for College Voting and Results](#)
26. [RAR FY 2017-18 in Planning and Budget Manual](#)
27. [Email Related to RAR Form FY17-18](#)
28. [RAR Effectiveness Survey](#)
29. [Marketing PowerPoint and Analytics Board Report](#)
30. [Fiscal Resources Committee Minutes](#)
31. [Planning and Budget Committee Minutes](#)
32. [Disaggregated Distance Education Success Data](#)
33. [Enrollment Management Plan](#)
34. [ILOs Mapped to General Education SCE and Credit Programs](#)
35. [Retention Rate Report re: new scheduling pattern for N50 fall 12; spring 13; fall 13; spring 14](#)
36. [ISS/IEPI](#)
37. [Student Transition Program](#)

APPENDIX B

38. [Student Satisfaction Survey](#)
39. [Distance Education Student Support Survey](#)
40. [AS_AS-T Unproductive Units Analysis](#)
41. [IQ Bar Request Form for Students](#)
42. [Nealley Library RAR](#)
43. [Learning Center and Math Center Surveys](#) [Learning Center](#) and [Math Center Satisfaction Surveys](#)
44. [Research Department Tableau](#)
45. [Learning Center BSI & Equity Funding](#)
46. [Learning Center Workshops: March 14-31](#)
47. [Example Professional Development on RARs](#)
48. [SAC Technology Plan 2015-18](#)
49. [Emergency Notification Tool: LiveSafe](#)
50. [ONUMA Work Order System Announcement](#)
51. [SAC Technology Plan 2015-18](#)
52. [Academic Computing Center Plans](#)
53. [Reimagining Professional Development](#)
54. [RAR Effectiveness Survey](#)
55. [SACTAC Technology Plan with Library Addendum](#)
56. [SACTAC Budget Priorities 2017](#)
57. [IQ Bar Request Form for Students](#)
58. [Nealley Library RAR](#)
59. [Fiscal Resources Committee Minutes](#)
60. [Planning and Budget Committee Minutes](#)
61. [RAR Presentation to Academic Senate February 2017](#)
62. [RSCCD Strategic Plan & Planning and Organizational Effectiveness Committee Documents](#)
63. [Planning and Organizational Effectiveness Committee Goals Update](#)
64. [RAR Presentation to Academic Senate February 2017](#)
65. [Reorganization Research Analyst Academic Affairs](#)
66. [Example Research Office Work: Enrollment by Residency Status and English Multiple Measures Analysis](#)
67. [Management Council Minutes](#)
68. [Chancellor's Updates](#)
69. [RSCCD Functions and Responsibilities Mapping Chart](#)
70. [Status Report October 2014:](#)
71. [ALO Work with President](#)
72. [Documents for College Council Retreat-Part 2](#)
73. [Management Council](#)
74. [SAC Marketing Plan](#)
75. [Pathways Grant](#)
76. [Examples of Technology Planning](#)

77. [Degree and Certificate Completion Progression](#)
78. [Research Agenda](#)
79. [Examples Research Office Data Analysis and Reporting](#)
80. [Examples Research Office Training and Workshops](#)
81. [Research Office “How to Utilize Data” Training](#)
82. [Shared Governance Committees Website](#)
83. [Academic Senate Website](#)
84. [Multiple Examples of Department Discussions](#)
85. [Professional Development Survey Convocation](#)
86. [Fall 2015 Professional Development Report](#)
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89. [Meetings of Professional Development Team](#)
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92. [Conferences Funded by SE and BSI 2016-2017](#)
93. [Spring 2017 BOTY Event](#)
94. [Book-of-the-Year 2016-2017 Assessment](#)
95. [Book-of-the-Year 2017-2018 Announcement](#)
96. [Student Success Factors Update](#)
97. [New Faculty Institute](#)
98. [Adjunct Faculty Institute](#)
99. [Classified Staff Leadership Institute](#)
100. [Distance Education Professional Development](#)
101. [Distance Education Student Training](#)
102. [Example of Human Resources Request in RAR: EMLS](#)
103. [Example Faculty Hiring Request Form](#)
104. [Faculty Priorities Ranking](#)
105. [Examples Staff Requests](#)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date:	July 17, 2017
Re:	Receive for First Reading – SCC Midterm Report on Accreditation		
Action:	Information		

BACKGROUND

Santiago Canyon College has prepared a Midterm Report as requested by the Accrediting Commission for Community and Junior Colleges (ACCJC). All colleges are required to submit a Midterm Report midway between comprehensive evaluation visits. The Midterm Report includes a report of the work accomplished by Santiago Canyon College in response to the improvement recommendations made by the previous comprehensive evaluation team and an update of how improvement plans are arising out of the institution's self-evaluation. The Midterm Report will be submitted to the ACCJC by October 15, 2017.

ANALYSIS

The Midterm Report is presented to the Board of Trustees for first reading. The second reading and request for approval will be on August 14, 2017.

RECOMMENDATION

The item is provided for information only as Receive for First Reading – SCC Midterm Report on Accreditation.

Fiscal Impact:	None	Board Date:	July 17, 2017
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs		
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor		



**Santiago
Canyon
College**

2017 Midterm Report

Submitted to:

Accrediting Commission for
Community and Junior
Colleges, Western Association
of Schools and Colleges

October 15, 2017

What happens here matters.

Santiago Canyon College

Midterm Report

Submitted by:

*Santiago Canyon College
8045 East Chapman Avenue
Orange, CA 92869*

Submitted to:

Accrediting Commission for Community and Junior Colleges,
Western Association of Schools and Colleges

Due October 15, 2017

-DRAFT-

Accreditation Midterm Report Certification Page

To: Accrediting Commission for Community and Junior Colleges,
Western Association of Schools and Colleges

From: John Hernandez, Ph.D., President
Santiago Canyon College
8045 East Chapman Avenue
Orange, CA 92869

I certify there was broad participation/review by the campus community and believe this Report accurately reflects the nature and substance of this institution.

Signatures:

Raul Rodriguez, Ph.D., Chancellor, RSCCD *Date*

John Hanna, President, Board of Trustees *Date*

John Hernandez, Ph.D., Chief Executive Officer *Date*

*Marilyn Flores, Ph.D., Vice President, Academic Affairs
& Accreditation Liaison Officer* *Date*

Michael DeCarbo, President, Academic Senate *Date*

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Statement of Report Preparation

On July 8, 2016, the College President received a letter from Dr. Barbara Beno, President, Accrediting Commission for Community and Junior Colleges (ACCJC), indicating that at its meeting on June 8-10, 2016, the Follow-up Report submitted by Santiago Canyon College was reviewed and the Commission found that the College had resolved all deficiencies and met all accreditation standards. Further, the letter from the ACCJC encouraged the College to continue its work to ensure educational quality and to support student success. The next report from the College to the Commission would be the Santiago Canyon College 2017 Midterm Report, which is due in fall, 2017.

The Vice President of Academic Affairs, who also serves as the college's Accreditation Liaison Office (ALO), coordinates all accreditation-related reports. In this role, the Vice President of Academic Affairs collaborated with the College President and Academic Senate leadership to identify a leadership team to begin planning the 2017 Midterm Report. Adopting a similar four co-chair organizational model to the college's 2014 Self Evaluation Report development process, the Vice President of Academic Affairs, Academic Senate President, Academic Senate Vice President, and Dean of Institutional Effectiveness, Library & Learning Support Services began identifying individuals whose knowledge and expertise would be crucial to create the report. Concurrently, a timeline for report development, evaluation, and approval was created to serve as a guide for ensuring the 2017 Midterm Report would be completed by the October 2017 deadline established by the ACCJC.

The Accreditation Task Force, comprised of college faculty, staff, and administrators identified by the four co-chairs as content experts, was convened on November 18, 2016 to begin discussion and planning for the preparation of the Midterm Report. During this meeting, the co-chairs detailed the requirements and format of the midterm report document. This included a review of the six college recommendations, one commission recommendation, eleven actionable improvement plans, and the timeline for midterm report completion as well as training on documentation of progress through provided templates and on evidence collection and storage. In total, the Accreditation Task Force had three meetings to provide training, share progress, and review content prior to college-wide distribution of the draft midterm report and midterm report feedback survey on May 8, 2017.

Progress in the development of the midterm report was shared regularly through standing agenda items at President's Cabinet, College Council, Academic Senate, and the Curriculum Instruction Council.

The final report was reviewed and approved by the Academic Senate on May 30, 2017 and College Council on June 27, 2017. Subsequently, the report was distributed to the Rancho Santiago Community College District Board of Trustees for final approval on September 25, 2017. The report was then sent to the ACCJC as required.

Santiago Canyon College community members that contributed to this report:

Leonor Aguilera , Professor of Counseling	Vanessa Jones , Assistant Professor of Mathematics
Joseph Alonzo , Director of Student Equity & Success	Von Lawson , Dean of Business & Career Technical Education
Ruth Babeshoff , Interim Vice President of Student Services	Silvia Lopez , Success Center Specialist, Academic Success Center
Morrie Barembaum , Professor of Astronomy	Mary Mettler , Academic Senate Vice President/Professor, Disabled Students Programs & Services
Lynnette Beers-McCormick , Professor of English	Bryan Mills , Instructional Center Specialist, Tutoring Center
Karen Bustamante , Interim Director of College Advancement/Foundation	Jacque Myers , Job Placement Coordinator, Job Placement
Judy Chitlik , Vice Chancellor of Human Resources	Tuyen Nguyen , Assistant Dean of Admissions & Records
Jennifer Coto , Interim Dean of Counseling & Student Support Services	Esther Odegard , Assistant to the President
Michael DeCarbo , Academic Senate President/Professor of Communication	Janis Perry , Professor of Counseling & Teacher Education
Steven Deeley , Professor of Business	Sergio Rodriguez , Project Manager
Elizabeth Elchlepp , Professor of English	Maureen Roe , Professor of English
Nahla El-Said , Professor of Chemistry	Arleen Satele , Vice President of Administrative Services
Corinna Evett , Professor of English	Jolene Shields , Professor of High School Subjects & Adult Basic Education
Marilyn Flores , Vice President of Academic Affairs	Martin Stringer , Dean of Mathematics & Sciences
Denise Foley , Professor of Biology	Cindy Swift , Professor of Physics
Alicia Frost , Professor of Mathematics	Alex Taber , Professor of Economics
Dillon Gamboa , Senior Clerk, Community Services	Roberta Tragarz , Professor of English
Joe Geissler , Professor of Library & Information Science	Jose Vargas , Vice President of Continuing Education
John Hernandez , College President	Aaron Voelcker , Dean of Institutional Effectiveness, Library & Learning Support Services
Eric Hovanitz , Professor of Earth Science	Joyce Wagner , Professor of Mathematics
Beth Hoffman , Student Health & Wellness Services Coordinator & Registered Nurse	Victoria Williams , Facilities Coordinator
Kari Irwin , Associate Dean of Business & Career Technical Education	Alistair Winter , Assistant Vice Chancellor of Human Resources
Scott James , Assistant Professor/Coordinator of Distance Education	Melinda Womack , Professor of Communication
	Laney Wright , Professor of Mathematics

Actionable Improvement Plan 1:

The Office of Institutional Effectiveness & Assessment will incorporate planning and resource allocation documents and forms into the Taskstream user interface so that the College community will have a “one-stop-shop” for institutional effectiveness related activities. (I.B.3.)

Summary of Progress

In spring 2015, following the 2014 institutional self-evaluation, the Office of Institutional Effectiveness began working with representatives from Taskstream to address accreditation standard I.B.6, which requires institutions to disaggregate learning outcome data by student groups. After multiple failed attempts at reaching a cost effective solution that connects with the college’s student information system, SCC decided to investigate Taskstream alternatives. As any temporary solutions would have to be recreated in a replacement system, currently, no additional workspaces have been created in Taskstream to create a one-stop-shop for all institutional effectiveness related activities.

In spring of 2016, the college learned of a new opportunity through the California Community College Chancellor’s Office’s Institutional Effectiveness Partnership Initiative – Partnership Resource Team (IEPI PRT) for technical assistance in self-identified areas of focus ([AIP1-01](#)).

In April 2016, during the Educational Master Planning Committee meeting, the discussion focused on the antiquated technology upon which the college’s department planning portfolio portal is built and its limited capacity and functionality. A motion was made to recommend to College Council that a task force be created to determine the desired functionality of a Taskstream replacement, to evaluate commercial or local solutions, and to seek IEPI Innovation and Effectiveness Grant funds ([AIP1-02](#), [AIP1-03](#), [AIP1-04](#)). College Council agreed with the recommendation and the College President submitted a letter of interest to the IEPI on June 30, 2016 ([AIP1-05](#)).

In the fall of 2016, the college received notification that it was approved to receive IEPI PRT assistance ([AIP1-06](#)). The college then began to prepare for the Partnership resource team by approving, through the Academic Senate and College Council, the Technology for Institutional Effectiveness (TIE) Task Force. ([AIP1-07](#), [AIP1-08](#), [AIP1-09](#), [AIP1-10](#))

The first PRT visit was held on March 29, 2017, the second was on May 31, 2017, and the final visit will be held in the fall 2017. The PRT is working with our TIE Task Force to determine an appropriate Taskstream replacement so that our college will have a “one-stop-shop” for institutional effectiveness related activities.

Responsible Parties

College President, Office of Institutional Effectiveness & Research, Educational Master Planning Committee, Technology for Institutional Effectiveness (TIE) Task Force, and RSCCD Informational Technology Services.

Timeline to Completion

When the Innovation and Effectiveness Grant funds are available and a Taskstream replacement can be acquired. The projected timeline for completion is spring 2019.

List of Evidence

- [AIP1-01](#) IEPI Website
 - [AIP1-02](#) EMPC Minutes 04-28-2016
 - [AIP1-03](#) Recommendation for Task Force to Replace Taskstream
 - [AIP1-04](#) College Council Minutes 05-10-2016
 - [AIP1-05](#) SCC IEPI PRT Request
 - [AIP1-06](#) Approval of IEPI PRT Assistance Spring 2017
 - [AIP1-07](#) College Council Minutes 09-27-2016
 - [AIP1-08](#) College Council Minutes 10-11-2016
 - [AIP1-09](#) College Council Minutes 10-25-2016
 - [AIP1-10](#) Academic Senate Resolution Fall2016.8
-

Actionable Improvement Plan 2:

Santiago Canyon College will refine the planning documents and processes to improve the efficacy of the annual planning process and reinforce the use of outcomes assessment, student achievement, and other sources of data to support resource requests. (I.B.6.)

Summary of Progress

Since its inception, the Planning & Institutional Effectiveness (PIE) Committee seeks to review and improve upon the College's planning and resource allocation processes. The committee continues to refine the "PIE Resource Request Prioritization Rubric," which enables committee members to evaluate each request based on a number of factors:

- Relation to the College Mission; support for the College Goals.
- Connection to the College's Educational Master Plan, Technology Master Plan, and Facilities Master Plan documents.
- Association with Department Planning Portfolios and Program Reviews.
- Fulfillment of a replacement need, legal mandate, or regulatory or safety requirement.
- Support from learning outcomes assessment data ([AIP2-01](#), [AIP2-02](#)).

Historically, resource requests were evaluated together and ranked; in 2016, requests were ranked by specific categories (i.e., instructional equipment, non-instructional equipment, instructional supplies, non-instructional supplies, instructional technology, non-instructional technology, personnel, and contract services). In addition, changes included adjustment of the PIE Resource Request Prioritization Rubric formula based on conversations for improvement ([AIP2-03](#), [AIP2-04](#)).

The PIE committee has maintained a "Santiago Canyon College Resource Request Form" that provides departments and units a tool to help organize evidence to support resource requests

([AIP2-05](#)). A notable change to the form in 2016 was inclusion of facility related resource requests that were once subject to a wholly separate process.

In 2017 the PIE Co-chair began a discussion at the Joint Chair's Meeting to solicit mechanisms to ensure parity and consistency during unit evaluation. Also discussed were more consistent methods for filling out resource requests to ensure that comparable data is used across the template, particularly with student learning outcomes. This feedback was used to inform revision of the resource request form for 2017-18 ([AIP2-06](#)).

Responsible Parties

Planning & Institutional Effectiveness (PIE) Committee

Timeline to Completion

This has been completed.

List of Evidence

- [AIP2-01](#) PIE Prioritization Rubric 2014-2015
 - [AIP2-02](#) PIE Rubric Review
 - [AIP2-03](#) PIE Committee Minutes 11-02-2016
 - [AIP2-04](#) 2015-2016 PIE Prioritization Rubric Comparison
 - [AIP2-05](#) SCC Resource Request Form Revised 05-04-2016
 - [AIP2-06](#) PIE Minutes 04-05-2017
-

Actionable Improvement Plan 3:

Santiago Canyon College will develop a program review process that will evaluate both the instructional and service oriented components of units across the College that serve both functions, such as with Counseling, Library Science and Information Studies, and the Academic Success Center. (I.B.7.)

Summary of Progress

Since its inception, the Educational Master Planning Committee (EMPC) has refined its program review process following each program review cycle in accordance with feedback from the College community. The last major overhaul of the Academic Program Review (APR) template occurred before the 2012-2014 APR cycle ([AIP3-01](#)). As the 2012-2016 Educational Master Plan cycle was only once every four years and Academic Program Review had to be conducted twice within a four-year period, only minor changes were made to the 2014-2016 APR Template ([AIP3-02](#)). The EMPC did not feel it would have been acting in the best interest of the faculty to have them complete a revamped APR when an overhaul had just been conducted two years prior. Thus, for the 2014-2016 APR Template, faculty were asked to respond to student achievement data that the Office of Institutional Effectiveness & Research had embedded within the templates ([AIP3-03](#)).

As programs that have instructional and service-oriented components are currently not included in the review process, the EMPC discussed the development of a hybrid program review document. The EMPC felt that a viable solution would be to have a “service addendum” completed by academic programs that have a service component ([AIP3-04](#), [AIP3-05](#)).

Hybrid Programs:

- Counseling
- Library Science and Information Studies
- Academic Success Center
- Mathematics/MaSH
- English/Writing Center
- STAR

On December 12, 2016, the administrative co-chair of EMPC met with the Interim Vice President of Student Services to create a single program review template that incorporates both academic and student-service-oriented questions. Should an academic program not have a service component, then it would not be required to complete service-focused sections. Conversely, should a student service program not have an academic component, it would not be required to complete academic sections.

Currently, the EMPC is discussing the preliminary plans for this new program review template, which would evaluate both the instructional and service-oriented component, and will begin its development during late spring, 2017.

Responsible Parties

Educational Master Planning Committee Department Chairs

Timeline to Completion

Spring 2017 – EMPC will work with constituent groups that have both instructional and service oriented components to begin the development of a dual-use program review template.

Fall 2018– Full implementation of program review for dual programs.

List of Evidence

- [AIP3-01](#) Academic Program Review 2012-2014 Template
 - [AIP3-02](#) Long Term Planning Highlights
 - [AIP3-03](#) Academic Program Review 2014-2016 Template
 - [AIP3-04](#) EMPC Agenda 10-27-2016
 - [AIP3-05](#) EMPC Minutes 10-27-2016
-

Actionable Improvement Plan 4:

Santiago Canyon College will engage in discussions regarding student success and retention rates and will develop strategies to improve success and retention in face-to-face, online, and hybrid instruction. (II.A.1.b.)

Summary of Progress

Since 2014 various college-wide committees, task forces, and departments have engaged in discussions regarding student success and retention rates in both our face-to-face and distance education courses. From these discussions, various strategies have been developed and implemented.

In the 2016-2019 Enrollment Management Plan, a goal was set to “Collaborate with appropriate stakeholders to support student learning by increasing retention, success, and completion” ([AIP4-01](#)). To reach this goal, the Enrollment Management Committee has created four strategies: first, to create a research tool to collect information about characteristics that may predict student success and retention; second, to analyze our current student and learning support services to determine approaches that promote a successful and sustainable learning environment; third, to identify critical courses that fulfill requirements allowing large numbers of students to complete programs within two years; fourth, to institutionalize ongoing, systematic collection and analysis of data related to scheduling. The Enrollment Management Committee has investigated research tools that may predict success and retention, as well as analyzed data to meet the committee’s goals ([AIP4-02](#), [AIP4-03](#), [AIP4-04](#), [AIP4-05](#)).

From spring 2015 to present, the Professional Development Committee has coordinated multiple workshops that allow faculty to discuss and develop strategies directly related to student retention and success in face-to-face and online courses. These workshops include, but are not limited to, *Best Practices in the Classroom*, *Effective Practices in Online Teaching*, *Iron Educators Workshop*, and *Identifying and Addressing Affective Issues in the Classroom* ([AIP4-06](#), [AIP4-07](#), [AIP4-08](#), [AIP4-09](#), [AIP4-10](#)). In addition to workshops provided at Santiago Canyon College, professors attend a wide variety of off-site conferences to learn and collaborate with other professors about developing strategies for student success and retention. Knowledge gained from conferences is reported at department and committee meetings ([AIP4-11](#), [AIP4-12](#)).

To address the success rates and retention in our hybrid and online community, the College has developed a rigorous Online Teaching Certificate Program. Our Distance Education Coordinator compiles data to evaluate the effectiveness of the instructor after the certificate program ([AIP4-13](#)). In addition to the resources for instructors, numerous support resources have been implemented for students. An online orientation video, as well as student services links are now available through Blackboard. Student services include, but are not limited to, online educational planning, online financial aid planning, online counseling, and online personal support ([AIP4-14](#), [AIP4-15](#), [AIP4-16](#)). Santiago Canyon College has also partnered with a company to provide at no-cost to all students, 24/7, online tutoring in all subjects ([AIP4-17](#)). In addition, the Math Department has adopted My Open Math, an Open Educational Resource LMS, for many math courses. My Open Math allows peer-to-peer discussions and forums that engage

students and create an online community without the purchase of a costly textbooks or online materials ([AIP4-18](#)).

In fall 2016, the Division of Counseling and Student Support Services, completed an inventory of all student services with the goal of increasing efficiency. This inventory led to the creation of the First Year Support Center, a “one-stop-shop” of student services that facilitates the success of first-year college students. Support services include Maximizing Study Strategies, Navigating First Year in College, Financial Aid Application workshops, and Communication Skills ([AIP4-19](#), [AIP4-20](#), [AIP4-21](#), [AIP4-22](#)).

In fall 2016, the Basic Skills Initiative Task Force and the Transformation Grant Task Force merged and began collaboration on strategies for increasing student success and retention. Meetings include discussions pertaining to acceleration, multiple measures, strengthened pathways, noncredit-to-credit transition programs, summer bridge workshops, and mentoring programs. The joint task force is comprised of representatives from basic skills departments (Math, English, ACE, Continuing Education/High School Subject, and Reading) as well as counselors, the High School & Community Outreach Specialist, the Dean of Institutional Effectiveness, the Vice President of Instruction, and the Director of Student Equity. The meetings have led to the development and/or redesign of several activities and projects that strengthen communication about student support services. Such opportunities include the annual Family Night Meet and Greet, creation of a “Spotlight on Student Services” video, and the creation of a new task force in spring 2017 comprised of student support center coordinators ([AIP4-23](#), [AIP4-24](#), [AIP4-25](#), [AIP4-26](#)).

The English and Math Departments are designing and piloting alternative pathways for basic skills students in order to shorten their time in remediation and to reduce exit points. For English, this endeavor involves collapsing course sequences from three levels below transfer to a single pre-transfer course; developing two support courses to assist basic skills students; and offering a co-requisite support course to students testing one level below transfer that wish to attempt English 101. For Math, this involves collapsing two courses below transfer level into a single course and creating an Intermediate Algebra course for a Statistics and Liberal Arts pathway ([AIP4-27](#), [AIP4-28](#)).

The Student Success and Equity (SS&E) Committee seeks to improve retention by offering second-year priority to students who complete the Early Welcome process and the new Summer Advantage Academy ([AIP4-29](#), [AIP4-30](#)). The SS&E committee efforts also include monthly discussions about articles describing current best practices and ways that instructors, counselors, and administrators might improve students’ experiences, campus interactions, and success rates; typically, a central question is asked about a reading followed by dialogue among committee/department members ([AIP4-31](#), [AIP4-32](#)).

Responsible Parties

Student Success and Equity Committee
Academic Departments
Basic Skills Initiative and Transformation Task Force
Distance Education Committee
Distance Education Coordinator
Enrollment Management Committee
Professional Development Committee

Timeline to Completion

This has been completed. The College will continue ongoing discussions and developing strategies to improve student success and retention.

List of Evidence

- [AIP4-01](#) Enrollment Management Plan Updated 11-10-2016
- [AIP4-02](#) EMC Minutes 09-16-2015
- [AIP4-03](#) Math Tentative Schedule Form
- [AIP4-04](#) Intersession Data 11-05-2014
- [AIP4-05](#) EMC Minutes 05-18-2016
- [AIP4-06](#) Flex Calendar Spring 2015
- [AIP4-07](#) Flex Calendar Fall 2015
- [AIP4-08](#) Flex Calendar Spring 2016
- [AIP4-09](#) Flex Calendar Fall 2016
- [AIP4-10](#) Flex Calendar Spring 2017
- [AIP4-11](#) BSIT Prof Dev Report Oct
- [AIP4-12](#) Online Teaching Conference
- [AIP4-13](#) DE Certification Data
- [AIP4-14](#) Bb Online Orientation Screenshot
- [AIP4-15](#) Bb Student Links Screenshot
- [AIP4-16](#) Bb Online Counseling Screenshot
- [AIP4-17](#) Bb Online Tutoring Screenshot
- [AIP4-18](#) 2017 Spring-Intersession Schedule
- [AIP4-19](#) Study Strategy Flier
- [AIP4-20](#) First Year Flier
- [AIP4-21](#) Financial Aid Flier
- [AIP4-22](#) Communication Skills Flier
- [AIP4-23](#) Family Night Flier
- [AIP4-24](#) Student Support Centers and Services Showcase Video
- [AIP4-25](#) BSIT Minutes 09-01-2016
- [AIP4-26](#) BSIT Minutes 10-06-2016
- [AIP4-27](#) English Approves Academy English Department Minutes
- [AIP4-28](#) Math Department Meeting Minutes 09-16-2016
- [AIP4-29](#) SSEC Pathways Report

- [AIP4-30](#) Summer Advantage Flier
 - [AIP4-31](#) Best Practices BSIT Minutes Oct
 - [AIP4-32](#) SSEC Pathways Report
-

Actionable Improvement Plan 5:

Santiago Canyon College will refine all interdisciplinary degrees and certificates assessment techniques and share the assessments with all College constituencies. (II.A.2.i.)

Summary of Progress

The College has refined interdisciplinary degrees and certificates assessment techniques. All interdisciplinary degrees and certificates are assessed using a program assessment mapping process. Course learning outcomes are mapped to the program outcomes for any award where the course is a core requirement ([AIP5-01](#)). The Office of Institutional Effectiveness & Assessment generates a document with the assessment results ([AIP5-02](#)). Departments then complete an analysis of the results, determine where there is need for improvement, and develop strategies for improvement ([AIP5-03](#)).

Refinements have also been made to assessments for the interdisciplinary Liberal Arts degrees. Surveys were created through collaboration between the Curriculum and Instruction Council and the Office of Institutional Effectiveness & Assessment ([AIP5-04](#)). The results were presented and discussed at the Curriculum and Instruction Council in October, 2015 ([AIP5-05](#), [AIP5-06](#)).

As a result of working to refine assessment of the interdisciplinary Science degree, it was decided, after multi-year discussions with the science departments ([AIP5-07](#)), that this degree is no longer necessary and will be deactivated ([AIP5-08](#)).

The local general education plan has been under review since spring 2016, exploring the possibility of creating a new STEM version. Data has been collected, presented, and discussed with multiple constituent groups at SCC as well as at Santa Ana College ([AIP5-09](#)). In March 2017, a student survey was developed to assess the impact of this possible plan on students ([AIP5-10](#)). The survey data will be used to refine the general education plan.

Throughout these processes, the College has shared the assessments with College constituencies. In 2015, the Office of Institutional Effectiveness & Assessment created a dossier that includes SLO assessment reports, Departmental Planning Portfolios, and Program Reviews ([AIP5-11](#)). The SCC Academic Senate participated in creating this dossier ([AIP5-12](#)). The dossier is circulated among departments to assist with program assessments.

Communication regarding interdisciplinary degrees and certificate assessment techniques has also taken place outside the departments at various college-wide venues. Assessments are reported as a standing agenda item at the Curriculum and Instruction Council, introduced at the

Educational Master Plan Committee as part of the program review process, and summarized at College Council ([AIP5-13](#), [AIP5-14](#), [AIP5-15](#)). Additionally, the Board of Trustees is regularly informed of the number of degree and certificate completers ([AIP5-16](#)).

Responsible Parties

Dean of Institutional Effectiveness & Assessment
Curriculum and Instruction Council
Department Chairs

Timeline to Completion

This has been completed. The College will continue to evaluate the assessment progress and look to further refine, as needed.

List of Evidence

- [AIP5-01](#) CIS Program Mapping Sample
 - [AIP5-02](#) CIS Program Data Sample
 - [AIP5-03](#) Program Assessment Survey
 - [AIP5-04](#) Liberal Arts Survey
 - [AIP5-05](#) CIC Minutes 10-19-2015
 - [AIP5-06](#) Liberal Arts PSLO 2015
 - [AIP5-07](#) Science Degree Discussions
 - [AIP5-08](#) Department Chair Minutes 02-09-2017
 - [AIP5-09](#) PLAN D Discussion 10-03-2016
 - [AIP5-10](#) Plan D Survey
 - [AIP5-11](#) Institutional Effectiveness and Accreditation Dossier
 - [AIP5-12](#) Academic Senate Minutes 05-19-2015
 - [AIP5-13](#) EMPC Minutes 04-23-2015
 - [AIP5-14](#) College Council Minutes 4-14-15
 - [AIP5-15](#) CIC Agenda 03-20-2017
 - [AIP5-16](#) Docket Submission Degree Certificates 11-2016
-

Actionable Improvement Plan 6:

Santiago Canyon College will examine the feasibility of creating a centralized Student Success Center that may include the Academic Success Center, Math Study Hall (MaSH), Science Teaching and Resource (STAR) Center, Supplemental Instruction (SI), Writing Center (WC), and Tutoring Center. (II.C.1.a. and II.C.2.)

Summary of Progress

The facilities at the College are not currently able to accommodate a centralized location for learning support services due to limitations of building designs and the overall campus blueprint. In the future, the College plans to house such a center in the Student Services and Student Life building ([AIP6-01](#)). Until a centralized Student Success Center can be created, various centers and student service coordinators have collaborated on a singular mission to

more effectively direct students to these services. The following demonstrates the concerted effort to provide pathways towards a figurative centralization until a physical one can be made real.

In early 2016, counselors developed the First Year Student Support Center, dedicated to assisting new students in their academic and social transition at the College by providing information and increasing awareness of campus resources. This center seeks to integrate students into the college campus and community and to build and encourage them to be self-directive. Services offered include: assistance with completing college, FAFSA, and BOG applications; guidance with constructing a class schedule; referrals to other student support services; access to AB 540 resources; and promotion of other student success workshops ([AIP6-02](#), [AIP6-03](#)).

The campus has committed to enhancing accessibility to student services for both credit and noncredit students by using a marketing team to improve branding and highlighting student support programs on the college website. In 2016, an eleven-minute video was produced that showcases the College's Student Support Centers and Services. The production was a joint effort of the Basic Skills and Transformation Grant Task Force, which includes members from the English, Math, ACE, Credit and Continuing Education Counseling, High School Subjects and Reading Departments, as well as Student Equity, the Office of Institutional Effectiveness, and Student Services ([AIP6-04](#)). The video is shown at the College's annual Family Night, where local high school seniors and their parents are introduced to the matriculation process, placement test procedures, general education patterns, campus services, and signature programs. Representatives from support centers and programs across the campus are present during Family Night, and each family leaves with a folder containing a flyer from each center ([AIP6-05](#)).

Collaboration among our centers and services is evidenced in various professional development activities attended and facilitated by faculty and staff who represent the College's Science Teaching and Resource (STAR) Center, Writing Center, and Tutoring Center. Participation in regional and state professional development events has increased, and more faculty now discuss best practices with Learning Assistance Programs (LAPs) at conferences, such as the Tutoring Expo hosted by Santiago Canyon College on October 21, 2016 ([AIP6-06](#)). To stay current on best practices, personnel also plan on attending the Greater Orange County Learning Assistance Project Spring Sharing Event and the Annual Tutoring Expo ([AIP6-07](#), [AIP6-08](#)).

During a spring 2017 FLEX session, eighteen representatives from the College's support centers and programs assembled to share their mission statements, objectives, learning outcomes, services, and calendar/hours of operations ([AIP6-09](#)). This same group and others established the Centers & Programs Collaboration (CPC) Task Force to discuss strategies for collaboration and success strategies. Activities for this Task Force may include organizing centralized training sessions for tutors working in all centers around campus, preparing informative materials about center services for convocation, creating a planner for new students showcasing each center, and developing activities for the Summer Advantage Academy. An invitation to join this task force was sent through email ([AIP6-10](#)) to coordinators from the Veterans' Program, TRIO,

CAMP, STAR Center, Writing Center, MaSH, EOPS, DSPS, Continuing Ed/High School Subjects Tutoring Program, 1st Year Success Center, Tutoring Center, Guardian Scholars Program, Supplemental Instruction, Library Services, Transfer Success Center, Career Center, High School & Community Outreach, and Distance Education Program. The first CPC meeting focused on coordinating a campus workshop schedule for students, providing comprehensive training for all of the College's tutors, and working together to strengthen pathways for incoming high school students ([AIP6-11](#)).

Responsible Parties

MaSH coordinator
STAR Center coordinator
Supplemental Instruction coordinator
Writing Center coordinator
Tutoring Center coordinator
Dean of Learning Support Services
Centers & Programs Collaboration Task Force

Timeline to Completion

This has been completed.

List of Evidence

- [AIP6-01](#) Student Services Student Life Building IPP
- [AIP6-02](#) FYSC B&W
- [AIP6-03](#) FYSC Spring 2017 Workshop Schedule
- [AIP6-04](#) Student Support Centers and Services Showcase Video
- [AIP6-05](#) Family Night Meet and Greet
- [AIP6-06](#) [3CSN]Orange County Learning Assistance Project Sharing Event SCC
- [AIP6-07](#) [3CSN] Orange County Learning Assistance Project Sharing Event Saddleback
- [AIP6-08](#) [3CSN] Tutor Expo 2017 Pasadena City College
- [AIP6-09](#) Flex Calendar Spring 2017
- [AIP6-10](#) Invitation to Join an Important Centered on Centers Task Force
- [AIP6-11](#) CPC Minutes 03-15-2017

Actionable Improvement Plan 7:

In conjunction with the Rancho Santiago Community College District Human Resources Department, Santiago Canyon College will review and evaluate the effectiveness of the process for updating job descriptions to ensure that they are reviewed and updated on a more frequent basis. (III.A.1.a.)

Summary of Progress

In November 2016, the College requested clarification of the process for reviewing job descriptions as well as the method for evaluating the process for reviewing job descriptions

from the Human Resources Department of the Rancho Santiago Community College District ([AIP7-01](#)).

At the February 8, 2017, District Human Resources Committee (HRC) meeting, it was clarified that only classified employee and management positions have job descriptions; faculty and administration positions have job announcements. Members of the HRC discussed the intent of Actionable Improvement Plan #7, including the specific examples used in the 2014 Santiago Canyon College Self-Evaluation Report, and concluded that it refers to the process for the timely review and updating of classified employee job descriptions and the procedures for evaluating this process ([AIP7-02](#)). The item was added to the agenda for the March 8, 2017, HRC meeting ([AIP7-03](#)).

At the March 8, 2017, HRC meeting, Judy Chitlik, Interim Vice Chancellor, Human Resources, and Alistair Winter, Assistant Vice Chancellor, Human Resources, described two methods for reviewing and updating classified job descriptions: 1) as-needed at the time of hiring or vacancy, and 2) systematically by classified job family groups ([AIP7-04](#)).

In the first process, at the time of hiring or vacancy, a department manager has the opportunity to review a job description to ensure that it still meets the department's needs. If changes are needed, department managers can then submit requested changes to Human Resources. This process allows for job descriptions to be reviewed before the hiring process begins ([AIP7-05](#)). The second process, systematically by classified job family groups, is done in conjunction with the Classified Schools Employee Association (CSEA). This process allows for the review of all job descriptions within a classified job family group. It involves making changes to the main sections of the job description and reviewing salary grading by a third party ([AIP7-06](#)).

Both methods of reviewing and updating job descriptions, as well as the schedule for doing so, are part of the collective bargaining process between the District, represented by the Vice Chancellor, Human Resources, and CSEA. The process for reviewing and evaluating the effectiveness of the methods for reviewing and updating classified job descriptions is discussed by the Vice Chancellor, Human Resources and CSEA in the Employer-Employee Relations Committee (EERC), which is outside of the shared governance structure ([AIP7-07](#)).

While the intent of this actionable improvement plan was to ensure that job descriptions are updated on a more frequent basis, it was discovered during discussions in the HRC that updating classified job descriptions and the evaluation of the process for updating job descriptions are part of the collective bargaining process between the District and CSEA and therefore, outside of the direct purview of the College. However, the College administrators and managers can provide input by communicating recommendations for improving the process of updating classified job descriptions, or the evaluation of the process of updating classified job descriptions to the Vice Chancellor, Human Resources ([AIP7-08](#)).

Responsible Parties

SCC Administrators

SCC Department Managers
Vice Chancellor of Human Resources

Timeline to Completion

This has been completed.

List of Evidence

- [AIP7-01](#) SCC AIP 07 Email
 - [AIP7-02](#) HR Committee Minutes 02-08-2017
 - [AIP7-03](#) HR Committee Minutes 03-08-2017
 - [AIP7-04](#) Process for Updating Job Descriptions
 - [AIP7-05](#) Job Description Review Workflow
 - [AIP7-06](#) Job Families
 - [AIP7-07](#) HR Committee Agenda 03-08-2017
 - [AIP7-08](#) HR Committee Agenda 04-19-2017
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Actionable Improvement Plan 8:

Santiago Canyon College will review the facilities maintenance process to assure the most effective use of human and financial resources. (III.B.1.b)

Summary of Progress

The College has reviewed the facilities maintenance process to assure the most effective use of human and financial resources.

In 2014, the College developed a standardized method for processing facilities' needs. Each department identified an item or issue that needs to be addressed by Administrative Services on a Facilities Job Request Form. The form was submitted to the Facilities Department and handled on a priority basis based on availability of maintenance staff and funding. Any emergency requests were given high priority and immediately addressed (AIP8-01). Due to limited staff, the process became cumbersome, as all requests were done manually by a facilities clerk.

In 2017, the facilities maintenance process was reviewed to assure the most effective use of facilities staff. The Administrative Services Division streamlined the processes by moving to an online maintenance work order system called ONUMA ([AIP8-02](#)). The software allows the requester to identify one building or the entire institution and to request specific maintenance/work order. The requester is given an automatic status report (AIP8-03, AIP8-04). As the maintenance staff reviews the work order, they can provide comments and mark as complete in the system. Along the way status updates are sent to the requester. This new software allows the college's facility clerk to monitor work orders automatically and assign maintenance staff accordingly. The ONUMA system has led to increased efficiency throughout the Facilities Department. The new request system has been shared with college constituencies

at the Facilities Committee meeting and at College Council ([AIP8-05](#), [AIP8-06](#)).

To effectively use financial resources, the college is undertaking infrastructure improvements in order to prevent future problems that could be costly. The College campus and buildings undergo improvements in accordance with the Facilities Master Plan ([AIP8-07](#)). This includes site grading, electrical and data distribution, campus lighting, potable water systems, water conservation and sewage and storm drain systems ([AIP8-08](#)). The infrastructure project also provides for landscape development and improvement, as well as improved vehicular and pedestrian access and circulation. Additionally, work is underway to implement ADA compliant measures throughout the campus. ([AIP8-09](#), [AIP8-10](#), [AIP8-11](#)) This includes signage, parking, and building accessibility. The college is in the process of making major improvements in these areas as a proactive measure in meeting the needs of all students and stakeholders with special needs. All of these projects will result in reducing utility and maintenance costs.

In spring 2017, the College hired a Facility Manager, a key position absent from the College for over five years ([AIP8-12](#), [AIP8-13](#), [AIP8-14](#)). This position will lead to greater efficiency in utility management, thus, reducing costs. Additionally, through Administrative Services Program Review and resource requests, the division continues to address and advocate for additional staff to meet the needs of the College.

Responsible Parties

Vice President of Administrative Services

Timeline to Completion

This has been completed. The College will continue to evaluate for continuous quality improvement.

List of Evidence

- AIP8-01 SCC Job Request
- [AIP8-02](#) ONUMA
- AIP8-03 ONUMA Request
- AIP8-04 ONUMA Status
- [AIP8-05](#) PRC Minutes 05-03-2017
- [AIP8-06](#) College Council Minutes 03-14-2017
- [AIP8-07](#) Facilities Master Plan
- [AIP8-08](#) Santiago Wins Green
- [AIP8-09](#) ADA Plan
- [AIP8-10](#) ADA Bid 1299
- [AIP8-11](#) DSA Approved Plans
- AIP8-12 Facilities Manager Resource Request
- [AIP8-13](#) College Council Minutes 03-08-2017
- [AIP8-14](#) PRC Minutes 05-03-2017

Actionable Improvement Plan 9:

Santiago Canyon College needs to pursue ways of increasing revenues through seeking modifications to the budget allocation model and/or through exploring alternative revenue sources. (III.B.2., III.B.2.a., III.D.1.b., III.D.1.c., and IV.B.3.c.)

Summary of Progress

The College has pursued ways of increasing revenue through two modifications to the RSCCD Budget Allocation Model (BAM). First, in the fall of 2015, the District Chancellor approved a Fiscal Resources Committee (FRC) subcommittee recommendation to the BAM that at the end of the year, any unspent funds at the district must be returned to the colleges per the FTES split. Second, in fall of 2016, the FRC approved a recommendation to clarify BAM language regarding how the indirect costs of grants should be allocated. Now, 25% will roll into the institutional ending fund balance, 25% will offset the overall District Services expenditure in that given year, and 50% will carryover into a Fund 13 account under Educational Services to be used for one-time expenses to increase support services to the colleges ([AIP9-01](#), [AIP9-02](#)). This change lowers each college's share to support District Operations and District-Wide Services, thereby increasing each college's revenue. This revision and others were approved by the District Chancellor on 12/5/2016 ([AIP9-03](#)).

In order to secure alternative revenue sources, the College has been awarded multiple grants, including the following:

- Orange County Teacher Pathway Partnership project grant was received in 2014 for \$5M that targets the Careers in Education program of study for the Education, Child Development, and Family Services Industry Sector ([AIP9-04](#)).
- Continuing Education Division, as part of the Rancho Santiago Adult Education Consortium, was allocated over \$1,000,000 on an annual basis. In 2015 – 2016, the dollars are used to operate an 8,000 square foot facility and fund four full-time faculty members as well as other support staff ([AIP9-05](#)).
- Orange County Biotechnology Collaborative Partnership project between Santa Ana College, Fullerton College and SCC successfully obtained National Science Foundation funding. SCC will receive \$92,000 from August 2015 through July 31, 2018. Investments will be made in equipment, instructional aide support, program facilitation, professional development, and outreach ([AIP9-06](#), [AIP9-07](#), [AIP9-08](#)).
- Orange County Career Pathways Partnership received \$330,000 starting in 2014 – 2015 to be spent over four years, including a fifth year of participation funded by the institution. Investments will be made in equipment, and summer biotech instruction for new courses, including dual enrollment with the local high school as well as other outreach ([AIP9-09](#), [AIP9-10](#), [AIP9-11](#), [AIP9-12](#), [AIP9-13](#)).
- Career Technical Education program received \$185,000 in 2014 – 2015 through the CTE Enhancement Fund Regional Project. This three year regional project is designed to enhance the OC Biotechnology Collaborative. Funds will be used to invest in curriculum development equipment, professional development, and special outreach, including a summer internship with local businesses ([AIP9-14](#), [AIP9-15](#), [AIP9-16](#)).

- Career Technical Education program received \$275,000 in 2014 – 2015 through the Career Technical Education Enhancement Fund- Local Project (CTE EF Local). This three-year regional project is designed to enhance Career Technical Education programs ([AIP9-17](#), [AIP9-18](#)).

The College has also sought additional sources of revenue through other revenue sources, such as expanding the International Students Program, increasing rental of facilities, and expanding the efforts of the SCC Foundation. With the structure of the International Student Program in place and the quality of the services proved, the College experienced a prominent increase in the international student population. The International Student enrollment increased from nine students in fall 2013 to 76 in spring 2016. Noticeable growth in the program started in spring 2015, when the college committed to a marketing and staffing budget for the program. Overall, revenue from the program has grown from \$360K in 2014 to a projected \$700K in 2017 ([AIP9-19](#), [AIP9-20](#)).

As the new additional buildings (i.e., Humanities building, Athletics complex, Science Center) and new parking lots were opened from 2009 to 2014, the College was able to rent out additional facilities. Rental revenues increased from \$80,000 in 2014 to over \$300,000 for 2016.

Since October 2014, the Office of College Advancement and the SCC Foundation board have taken steps to improve donor engagement and increase donations. These steps include establishing online giving options for donors by establishing a GoFundMe-style crowd-funding platform called TeamSCC. Other new unrestricted income streams include a partnership with the Orange County Community Foundation “Giving Day Event,” registering for third-party giving programs like AmazonSmile, launching a President’s Circle membership program for donors giving \$500 or more in unrestricted gifts, and expanding direct-mail solicitations, resulting in increased revenue from \$1,400 in 2015 to \$4,755 in 2016 ([AIP9-21](#), [AIP9-22](#), [AIP9-23](#), [AIP9-24](#), [AIP9-25](#)).

Responsible Parties

Vice President of Administrative Services
 Vice President of Continuing Education
 Dean of Student Services/International Student Program
 Director of College Advancement/Foundation
 Director, Business & Career Technical Education

Timeline to Completion

This has been completed.

List of Evidence

- [AIP9-01](#) FRC Minutes 10-21-2015
- [AIP9-02](#) FRC Agenda 11-16-2016 with materials
- [AIP9-03](#) FRC Additional Handouts 01-25-2017

- [AIP9-04](#) OCTPP 5-Year Budget Summary 06-17-2014x
 - [AIP9-05](#) Regional Consortia Allocations 2015-16x
 - [AIP9-06](#) NSF Email Award Notice
 - [AIP9-07](#) NSF RSCCD Docket Agenda Item 5.1 09-14-2015
 - [AIP9-08](#) NSF Budget
 - [AIP9-09](#) OCCPP 2014-15 Workplan
 - [AIP9-10](#) OCCPP 2015-16 Workplan
 - [AIP9-11](#) OCCPP 2016-17 Workplan
 - [AIP9-12](#) OCCPP SCC Bridge to Biotech 2016 Flyer
 - [AIP9-13](#) OCCPP Biotech Dual Enrollment Spring 2017
 - [AIP9-14](#) CTEEF Year End Expenditures Summary
 - [AIP9-15](#) CTEEF Agreement for Curriculum Development
 - [AIP9-16](#) CTEEF Summer Internship Student Evaluation Report
 - [AIP9-17](#) APPR 2014-15 Allocation Form
 - [AIP9-18](#) APPR 2016-17 Allocation Form
 - [AIP9-19](#) International Student Population at SCC 2013-16
 - [AIP9-20](#) International Student Retention Rate
 - [AIP9-21](#) Online Donation Website
 - [AIP9-22](#) Team SCC Website
 - [AIP9-23](#) OCCF Gift Acknowledgements 06-07-2016
 - [AIP9-24](#) President's Circle Website
 - [AIP9-25](#) Appeal Analysis Report 2011-2017
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Actionable Improvement Plan 10:

Santiago Canyon College will refine its evaluation processes as related to governance and decision making to ensure for a more defined and systematic annual process that includes both committee self-evaluations and annual College-wide surveys. The College should more widely disseminate committee self-evaluations and campus surveys and use them more systematically to improve the College's governance and decision-making processes. (IV.A.5.)

Summary of Progress

The College has completed two annual cycles of participatory governance committee self-evaluations (fall 2015 and fall 2016). During fall 2015, a Collegial Governance Evaluation Task Force reviewed the committee evaluations and provided a written report to College Council, which included themes and recommendations ([AIP10-01](#), [AIP10-02](#)). In fall 2016, the annual committee evaluations and a summary report were disseminated and discussed in College Council ([AIP10-03](#), [AIP10-04](#)). Based on this deliberation a follow-up survey was created and administered to every shared governance committee to explore in greater detail the identified meta-themes from the annual evaluation ([AIP10-05](#), [AIP10-06](#)).

The results of this follow-up survey were shared and discussed at the February 28, 2017 College Council meeting. The following themes were identified as requiring action and/or follow up:

membership (i.e., training new committee members and identifying a process for filling member vacancies); access to information (i.e., identifying best practices on disseminating committee actions with campus constituents); and uncertainty about the process by which shared governance committees to submit annual resource requests ([AIP10-07](#), [AIP10-08](#)).

On March 1, 2017, the Planning and Institutional Effectiveness Committee, upon request of College Council, determined the appropriate resource channel for each committee's resource request ([AIP10-09](#)). College Council then distributed an email communication to governance committee co-chairs to clarify and to make recommendations regarding the above referenced themes ([AIP10-10](#), [AIP10-11](#), [AIP10-12](#)). Additionally, as requested in the follow-up survey, a copy of all survey responses was distributed to each shared governance committee ([AIP10-13](#)).

Additionally, the College has developed and disseminated college wide surveys and committee self-evaluations. Examples of these include the following:

- Fall 2015 Professional Development – Classified Survey ([AIP10-14](#))
- SCC 2016-2022 Educational Master Plan Goals - College Feedback Survey ([AIP10-15](#))
- 2014-2015 Planning and Resource Allocation Process Survey ([AIP10-16](#))
- 2014-15 New Faculty Institute Feedback Survey ([AIP10-17](#))
- 2015 SCC Mission Statement Review Survey ([AIP10-18](#), [AIP10-19](#))
- Enrollment Management Committee Survey ([AIP10-20](#))
- 2015-2016 Planning and Resource Allocation Process Survey ([AIP10-21](#))
- 2016-2022 EMP Institutional Goal Preference Survey ([AIP10-22](#))
- Associated Student Government (ASG) Fall 2016 Town Hall Student Survey ([AIP10-23](#))
- College-wide Survey of Non-Governance Organizations ([AIP10-24](#))

College Council will annually administer the committee evaluation survey. Focus of next year's process will include evaluation of each committee's mission and alignment to the College and District mission. Further areas of improvement include finding mechanisms to align respective surveys to avoid duplication and fatigue as well as identifying a repository to house survey results.

Responsible Parties

College Council Co-Chairs (College President & Academic Senate President)

Timeline to Completion

This has been completed.

List of Evidence

- [AIP10-01](#) College Council Minutes 11-24-2015
- [AIP10-02](#) Collegial Governance Annual Committee Evaluation Fall 2015 Summary
- [AIP10-03](#) Spring 2016 Evaluation Forms
- [AIP10-04](#) College Council Minutes 09-13-2016
- [AIP10-05](#) College Council Minutes 11-24-2015

AIP10-06	Annual Committee Evaluation Follow-Up Survey 2016
AIP10-07	Annual Committee Evaluation Follow-Up Survey 2016
AIP10-08	College Council Minutes 02-28-2017
AIP10-09	PIE Minutes 03-01-2017
AIP10-10	Letter to Chairs from College Council
AIP10-11	Committee Resource Request Administrator
AIP10-12	Academic Senate Summary Report Template and Sample
AIP10-13	Spring 2016 Evaluation Forms
AIP10-14	Fall 2015 Professional Development Classified Survey
AIP10-15	EMPC Minutes 10-22-2015
AIP10-16	Planning and Resource Allocation Process Survey
AIP10-17	2014-2015 New Faculty Institute Feedback Survey
AIP10-18	2015 SCC Mission Statement Review Survey
AIP10-19	2015 SCC Mission Statement Review EMPC
AIP10-20	EMC Minutes 05-18-2016
AIP10-21	PIE Committee Minutes 05-04-2016
AIP10-22	2016-2022 EMP Institutional Goal Preference Survey
AIP10-23	ASG Fall 2016 Town Hall Survey
AIP10-24	NGO Survey Summary

Actionable Improvement Plan 11:

The District Fiscal Resources Committee (FRC) ought to conduct an annual review of District budgets and expenses as outlined in the SB 361 Budget Allocation Model, and the District Office should provide Santiago Canyon College and Santa Ana College with evidence that District Operations and District Wide Services expenses are necessary and justified (IV.B.3.d.).

Summary of Progress

The District, Santiago Canyon College, and Santa Ana College continue to make progress on this Actionable Improvement Plan. The District Fiscal Resources Committee (FRC) continually evaluates the Budget Allocation Model (BAM). The review or approval of BAM-related items was an FRC agenda item at 11 meetings, spanning from October 2014 to January 2017 ([AIP11-01](#), [AIP11-02](#), [AIP11-03](#), [AIP11-04](#), [AIP11-05](#), [AIP11-06](#), [AIP11-07](#), [AIP11-08](#), [AIP11-09](#), [AIP11-10](#), and [AIP11-11](#)).

Since the 2014 Self-Evaluation, the District has now made available for review all District Operations and District-Wide Services expenses through the District’s intranet portal ([AIP11-12](#)); on this page is a hyperlink, titled “Unrestricted Funds (11) – Month Year” (as a sample, see [AIP11-13](#)). Any increases to either of these budgets are disclosed to FRC during the tentative and adopted budget processes ([AIP11-14](#), [AIP11-15](#), [AIP11-16](#), [AIP11-17](#), and [AIP11-18](#)). FRC members have the opportunity to review the increases and ask questions in an effort to determine whether or not the expenses are necessary and justified. If the FRC determines that the expenses are necessary and justified, it makes a recommendation to the District Council

(DC) to support it. If supported by DC, it's forwarded to the District Chancellor for approval.

In addition to the review of tentative and adopted budget assumptions, in summer 2015, FRC approved a recommendation to modify the BAM language to ensure that District budgets match necessary expenditures. The language reads: *"The District Services and Institutional Cost allocations are budgeted as defined in the model for the appropriate operations of the District and therefore are not subject to carryover."* The FRC recommendation was forwarded to the DC and received a vote of support ([AIP11-19](#), [AIP11-20](#)). The District Chancellor approved the recommendation and his memorandum of approval was entered into the October 21, 2015 FRC Agenda ([AIP11-21](#)). The result of this language was positive for the colleges as it not only supports necessary and justifiable expenditures for the District, but also shifts any ending-year positive carryover from District Operations and District Wide Services to each of the colleges' beginning balance for the subsequent year based on the FTES split. FRC and the SCC Budget Committee shall continue to pursue methods by which to establish equitable and transparent baseline funding for District Operations and District Wide Services.

Responsible Parties:

- Fiscal Resources Committee (FRC)
- District Council (DC)
- RSCCD Chancellor
- SCC Budget Committee Co-Chair (Administrator)
- SCC Budget Committee Co-Chair (Faculty)

Timeline to Completion

This has been completed.

List of Evidence:

- [AIP11-01](#) FRC Agenda 10-22-2014
- [AIP11-02](#) FRC Agenda with Materials 03-25-2015
- [AIP11-03](#) FRC Agenda with Materials 05-27-2015
- [AIP11-04](#) FRC Agenda with Materials 07-08-2015
- [AIP11-05](#) FRC Agenda with Materials 09-23-2015
- [AIP11-06](#) FRC Agenda with Materials 10-21-2015
- [AIP11-07](#) FRC Agenda with Materials 03-23-2016
- [AIP11-08](#) FRC Agenda with Materials 04-27-2016
- [AIP11-09](#) FRC Agenda with Materials 09-28-2016
- [AIP11-10](#) FRC Agenda with Materials 11-16-2016
- [AIP11-11](#) FRC Agenda with Materials 01-25-2017
- [AIP11-12](#) RSCCD Intranet Link
- [AIP11-13](#) February 2017 Unrestricted Fund 11 REV and EXP by Department
- [AIP11-14](#) FRC Agenda with Materials 02-25-2015
- [AIP11-15](#) FRC Agenda with Materials 07-08-2015
- [AIP11-16](#) FRC Agenda with Materials 02-24-2016

- [AIP11-17](#) FRC Agenda with Materials 09-06-2016
- [AIP11-18](#) FRC Agenda with Materials 02-22-2017
- [AIP11-19](#) District Council Agenda 10-05-2015
- [AIP11-20](#) District Council Minutes 10-05-2015
- [AIP11-21](#) FRC Agenda with Materials 10-21-2015

Recommendation 1:

In order to meet the Commission's 2012 expectation for meeting student learning outcomes standards, the team recommends the college strengthen its assessment of program student learning outcomes to guide improvement. The college should also identify and address outcomes assessment for community services (community education). (II.A.1.c, II.A.2, II.A.2.b)

Summary of Actions Addressing Recommendation

To improve assessment of outcomes, the College uses outcomes mapping to identify the extent to which each program SLO and course SLO aligns with the institutional student learning outcomes. Each award-granting program must indicate how every course SLO for a core or required course of a degree or certificate moderately or significantly contributes to at least one program SLO. College constituents document these connections in the revised SLO Mapping for Degree and Certificate Programs forms. Previously, these forms required that only courses, not specific learning outcomes, were mapped to program outcomes ([R1-01](#)).

During comprehensive Academic Program Review, academic departments review course level assessment results and evaluate student achievement of program student learning outcomes using the SLO Mapping for Degree and Certificate Programs as a guide. This is an opportunity for departments to engage in dialogue concerning sustainable, continuous quality improvement specific to each of their award programs. There is a dedicated section for program student learning outcomes assessment, including any successes and/or failures that served as impetus for change within the department ([R1-02](#), [R1-03](#), [R1-04](#)).

In March of 2017, the Office of Institutional Effectiveness & Research requested that all academic divisions and departments review their SLO Mapping for Degree and Certificate Programs for all degrees or certificate awards offered in their units. If an outcome map had never been submitted, or if the outcome map was outdated due to curriculum-related changes, a new or updated map was officially requested in order to ensure course SLO alignment to programs.

Data files were generated by the college's research analysts for all outcome maps sent to the Office of Institutional Effectiveness & Research and entered into the college's outcome assessment management system, Taskstream. These data files provide department chairs the number of course-level outcomes that are mapped to program-level outcomes, the number of mapped outcomes that have been assessed within a three-year period, and the proportion of mapped outcomes that met (or exceeded) the course-level SLO achievement targets or criterion for success. Subsequently, department chairs were asked to respond to a Program Outcome Assessment survey. All programs will have a SLO Map for Degree and Certificate Programs, a program outcome data file, and a Program Outcome Assessment survey response on file by the end of spring 2017 ([R1-05](#)).

Mapping programs that have core or required courses outside of the program's discipline has been challenging. To address this, the Office of Institutional Effectiveness has developed the Institutional Effectiveness and Accreditation Dossier, which is available to all District employees.

The dossier houses all course-level student learning outcome assessment reports, academic and nonacademic program reviews, and other annual planning documents. The dossier now serves as the central repository for institutional effectiveness and accreditation-related documents. Matters of student learning, student achievement, and quality assurance can be shared Districtwide, eliminating the need for redundant communication ([R1-06](#), [R1-07](#)).

The self-evaluation document states, “Santiago Canyon College continues to refine the assessment of its four Liberal Arts degrees. These interdisciplinary degrees offer a wide range of course options that make the program outcomes mapping more difficult to create. In an effort to assess these interdisciplinary degrees, the Santiago Canyon College Curriculum & Instruction Council created four student surveys that will be used to assess the outcomes for these degrees. Therefore, the College will ask students qualifying for a Liberal Arts Degree to complete a survey assessing how effectively they feel their coursework has addressed the skills listed in the learning outcomes.”

Subsequently, the Office of Institutional Effectiveness disseminated a survey created by the Curriculum & Instruction Council (CIC). With the assistance of Student Services, the College distributed four surveys to students who petitioned to receive any of the aforementioned Liberal Arts degrees during the week of June 1-5, 2015 ([R1-08](#)). While the initial response rate for each of the surveys was lower than desired, the responses themselves were positive ([R1-09](#)). The CIC analyzed and discussed the quantitative and qualitative information gleaned from the surveys to determine if the assessment tools were adequate in evaluating whether or not program student learning outcomes were being achieved at an appropriate rate and whether any programmatic improvements or changes needed to be made ([R1-10](#), [R1-11](#)). The CIC agreed that the information was useful for evaluating the Liberal Arts degrees. At the request of the Curriculum & Instruction Council, the College is investigating the feasibility of incorporating the Liberal Arts Degree Surveys into the petition-for-award process in order to maximize the number of responses for future assessment cycles.

During spring 2017, SCC redeployed the surveys for the college’s four interdisciplinary liberal arts degrees. These surveys were distributed to 2015-2016 graduates who were awarded a liberal arts degree from Santiago Canyon College. Similar to previous efforts, the response rates for the assessment surveys were very small. Based on the assessment results, the Curriculum & Instruction Council discussed ways in which SCC could potentially incentivize survey participation by offering free transcripts ([R1-12](#)).

As this method of assessment is not yet effective, the college will rely upon the same methodology for program assessment that is utilized for the non-interdisciplinary programs of the college, mapping course-level outcomes to program-level outcomes. Because a multitude of departments contribute to each liberal arts degree, a point person was identified to facilitate the program assessment mapping. The Office of Institutional Effectiveness & Research created and distributed mapping templates to the point person, who reported back at the end of the spring 2017 semester ([R1-13](#), [R1-14](#), [R1-15](#), [R1-16](#)).

To address outcomes assessment for Community Services, during the summer of 2015, the College piloted a process whereby a sample of community service instructors was given two question prompts:

- If there is one thing that students walk away from your course having learned, what would that be?
- Is there a particular activity within your course that may enhance students' community awareness and global citizenship? If so, what is that activity?

In fall 2015, all Community Service instructors were asked to respond to the aforementioned two questions so that student learning outcomes could be developed for scheduled courses ([R1-17](#)). It is the goal of Santiago Canyon College that no Community Service course be offered without student learning outcomes in place. The College will measure all Community Service course learning outcomes using the standardized format developed during the pilot process, and faculty will distribute the student learning outcomes assessment in class by the final day of the course. The College houses the results of in-class surveys within the database developed during the pilot process, and the Community Services Program Office now manages that database.

As of spring 2017, 100% of offered Community Service courses have student learning outcomes in place and 23% have undergone at least one cycle of assessment ([R1-18](#)).

List of Evidence

R1-01	Completed SLO Maps (Degrees and Certificates)
R1-02	Program Review Template APR 2014-2016 Final
R1-03	Program Review Example Biology APR 2014-2016
R1-04	Program Review Example Economics APR 2014-2016
R1-05	Program Outcome Assessment Survey 2017
R1-06	Institutional Effectiveness and Accreditation Dossier Screenshot
R1-07	Institutional Effectiveness and Accreditation Dossier
R1-08	Liberal Arts Degrees Survey Tools
R1-09	Liberal Arts Degrees Survey Results
R1-10	CIC Minutes 05-18-2015
R1-11	CIC Minutes 10-19-2015
R1-12	CIC Minutes 03-06-2017
R1-13	Liberal Arts-Arts Humanities Communication AA 18317 Program Mapping
R1-14	Liberal Arts-Math Sciences AS 18318 Program Mapping
R1-15	Liberal Arts-Multi-Cultural AA 18319 Program Mapping
R1-16	Liberal Arts-Social and Behavioral Sciences AA 18320 Program Mapping
R1-17	SLO Development Compliance Spreadsheet - Community Services
R1-18	SLO Compliance - Community Services Spring 2017 Update

Recommendation 2:

In order to meet the standard, the team recommends that the college establish formal systematic measures for periodically assessing, evaluating, and modifying its integrated planning and resource allocation process at both the college and district. (I.B.6, III.D.4, IV.B.2.b)

Summary of Actions Addressing Recommendation

At the time the College prepared the 2014 Institutional Self-Evaluation, the College had not completed full cycles of its new planning and resource allocation processes. However, since its inception, the process has been evaluated. Beginning in the 2013-2014 “Year at a Glance” document, the need for an evaluation component was identified ([R2-01](#)). In 2013-2014, the evaluation consisted of the vice presidents soliciting feedback for improvement from faculty, staff, and administrators from their respective areas. In 2014-2015, the Planning and Institutional Effectiveness (PIE) Committee developed the more formal and systematic evaluation process that consisted of a survey to solicit feedback from faculty, staff, and administrators who participated in that year's planning and resource allocation process. The same survey was deployed 2015-2016 ([R2-02](#)). The survey asked questions targeting respondents’ attitudes toward the forms utilized to help facilitate the planning and resource allocation process, attitudes about the planning and resource allocation process itself, and about overall satisfaction with the outcome of the process and resources received, if any.

At its May 4, 2015, meeting, the PIE Committee met to discuss the results of the planning and resource allocation process survey and to carefully weigh all feedback and suggestions for change ([R2-03](#)). Some suggestions that came forward alluded that the planning process itself was not well understood among all who participated. Some knew only the parts they participated in and subsequent steps were not clear to them. For many, the process was laborious with very little benefit. Rather than make radical changes, the PIE Committee decided to focus on communicating to the SCC community about the planning process. The committee also decided to make elements of the process easier by providing hyperlinks in the request form so individuals would not have to search for information. The PIE Committee also made the process easier by reviewing the Planning Process Flowchart and Resource Request Forms and eliminating any redundancies inadvertently built into the process and the related documents ([R2-04](#), [R2-05](#)).

As a result of removing redundancies and improving access to information, requestors are now asked to identify which one of eight categories the request falls into: instructional equipment, non-instructional equipment, instructional supplies, non-instructional supplies, instructional technology, non-instructional technology, personnel, and contract services. This sorting by the requestor streamlines the process by having requests reach the appropriate evaluation committee sooner. Further, it provides vital information to the Budget Committee so that as funds become available in each category, the items can be promptly funded ([R2-06](#)). These improvements are a direct result of the evaluation system built into the planning and resource allocation process. The 2016-17 cycle of evaluation began at the April 5, 2017 PIE meeting and continues to make progress as identified within evaluation processes ([R2-07](#)).

Similarly, at the District level, the Planning & Organizational Effectiveness (POE) Committee developed an evaluation survey that went out on June 1, 2015 to members of District governance committees. This survey assessed the District committee members' understanding of the Districtwide planning process as well as their satisfaction with their satisfaction of Districtwide services, operations and resource allocation process. This survey was based on the survey created and distributed college wide by SCC's Planning & Institutional Effectiveness (PIE) Committee.

Results of the District survey suggested that better alignment of planning and resource allocation timelines between the Colleges and the District must occur so that District resource requests in need of support from the Colleges are woven into college-level planning processes at the appropriate time ([R2-08](#), [R2-09](#)). To that end, District-level resource requests must be received by the appropriate collegial governance committee or vice president at SCC in order to be considered with all other college requests received by the PIE Committee for the subsequent year. Thus, the appropriate timing of District resource requests into the college planning process is included in the resource allocation timeline as documented by the 2016-2017 Year-at-a-Glance document ([R2-10](#)).

The POE Committee distributed a similar evaluation in fall 2016 ([R2-11](#)). A result of this survey was to begin tracking goals, especially the goal of better aligning college and district resource allocation timelines ([R2-12](#)). The POE Committee is currently designing the next Governance Summit meeting, which will include all District Committees to the District Strategic Plan. At this summit they will refine the resource allocation process ([R2-13](#)).

List of Evidence

R2-01	Year at a Glance 2013-2014
R2-02	Planning and Resource Allocation Process Survey 2016
R2-03	PIE Minutes 05-04-2016
R2-04	Resource Request Process Flowchart for PIE
R2-05	SCC Resource Request Form Revised 05-04-2016
R2-06	Budget Committee Minutes 02-16-2016
R2-07	PIE Minutes 04-05-2017
R2-08	RSCCD District-wide Planning Survey Results 06-22-2015
R2-09	POE Meeting Minutes 08-26-2015
R2-10	Year at a Glance 2016-2017
R2-11	RSCCD District-wide Planning Survey Results 11-23-2016
R2-12	POE Committee Minutes 10-26-2016
R2-13	POE Committee Minutes 02-22-2017

Recommendation 3:

In order to meet the standard, the team recommends that the college develop a systematic method by which it assesses its evaluation processes as well as its progress toward achieving its stated goals. Results of these evaluations should be widely communicated and used as the basis for improvement of institutional effectiveness. (I.B, I.B.3)

Summary of Actions Addressing Recommendation

In the 2013-2014 academic year, the Educational Master Planning Committee (EMPC) worked to develop an “Educational Master Plan Midterm Update Survey” designed to evaluate the degree to which the College had achieved each of its 15 stated Educational Master Plan Goals. At the time of goal development, the College also identified action items. These action items were milestones in the College’s achievement of each of the 15 stated institutional goals. In total, the 2012-2016 Educational Master Plan (EMP) had 29 action items identified with responsible parties assigned to each. This structure allowed for a specific individual or group to be held accountable for an action item during the span of EMP cycle ([R3-01](#)).

In spring 2015, the “2012-2016 Educational Master Plan Midterm Update Survey” went out to all responsible parties so that the EMPC could determine what goal-related activity had occurred since fall 2012. Respondents to the survey had to provide detail on the activity that had occurred to date and identify whether the action item had been completed or not. In the event that the action item had been completed, the survey asked respondents to identify the institutional support they received related to their activity and what effect that activity had on the institution. In the event that the action item had not been completed, the survey asked the respondents to identify the work that remained to be completed and any resources that were necessary to complete the work ([R3-02](#)).

The survey results were compiled into a report presented across the College to share the progress made in achieving the 2012-2016 Educational Master Plan goals ([R3-03](#), [R3-04](#)). This report was discussed at an open forum designed to solicit feedback from College constituents on multiple sources of data, both external and internal, as the College began the development of its next educational master plan as well as the development of its next set of educational master plan goals.

In the fall of 2016, the Educational Master Planning Committee (EMPC) discussed the need to improve the process used to assess progress toward the achievement of stated institutional goals ([R3-05](#)). As the Planning & Institutional Effectiveness (PIE) Committee is responsible for the assessment of progress toward achieving stated institutional goals ([R3-06](#)), the EMPC sent the following recommendation:

Identified responsible parties will be required to document progress in achieving institutional goals. The process for assessing progress toward achieving institutional goals should be incorporated into an existing annual reporting form like the Department Planning Portfolio (DPP).

In October of 2016, the PIE Committee received the recommendation from the EMPC and discussed the implications of the recommendation and possible alternatives ([R3-07](#)). The committee decided that the next evaluation of the goal achievement process should include more frequent opportunities for responsible parties to provide updates on action items and goal achievement, as well as more frequent opportunities to request resources in the event that a resource need prevents the College from achieving a specific goal. Subsequently, in order to ensure this improvement, the Planning and Institutional Effectiveness Committee (PIE) is formulating a planning agenda to be issued to all identified responsible parties ([R3-08](#)).

Moreover, a constant problem in assessing goal completion is a lack of adequate tracking software ([R3-09](#)). However, in the meantime the College continues to share a common network drive for the purpose of establishing and sharing a repository of planning documents. In spring 2016, the college submitted a letter of interest to the Institutional Effectiveness Partnership Initiative (IEPI) to participate in the Partnership Resource Team (PRT) process ([R3-10](#)). Participation in the initiative was granted, the first meeting was held on March 29, 2017, the second was on May 31, 2017, and the final will be held in the fall of 2017 ([R3-11](#), [R3-12](#)). The college is seeking assistance in the identification of technology to help manage the institution's integrated planning processes from the assessment and disaggregation of student learning outcome data, inclusive of its resource allocation and master planning efforts. Currently, the college employs multiple tools to manage each component of the integrated planning process, making documentation and tracking cumbersome and inefficient. Upon completion of the PRT process in fall 2017, SCC plans to have a tool that will provide for more efficient and regular assessment of progress toward achievement of institutional goals as well as goals and activities of other plans and initiatives of the college (i.e., Student Equity Plan, Enrollment Management Plan, Technology Plan, Facilities Plan, etc.). However, it was reassuring to hear from the team that, while our efficiency could improve, the processes we have in place are purposeful and effective.

List of Evidence

- [R3-01](#) EMP 2012-2016 - Mapping the Goals P. 73-75
- [R3-02](#) EMP Midterm Update Survey
- [R3-03](#) Flex Calendar Spring 2016
- [R3-04](#) 2016-2022 EMP Institutional Scan Info Session
- [R3-05](#) EMPC Minutes 09-22-2016
- [R3-06](#) Collegial Governance Handbook updated 12-01-2015
- [R3-07](#) PIE Minutes 10-05-2016
- [R3-08](#) PIE Minutes 03-01-2017.pdf
- [R3-09](#) PIE Minutes 12-07-2016
- [R3-10](#) SCC IEPI PRT Letter of Interest
- [R3-11](#) Letter from Interim President to TIE Task Force
- [R3-12](#) SCC IEPI PRT Treatment of Area of Focus

Recommendation 4:

In order to meet the standard, the team recommends that the college design and implement regular and frequent evaluation processes for governance, with the results informing planning and action. (IV.A.3, IV.B.3.g)

Summary of Actions Addressing Recommendation

Santiago Canyon College has strengthened the collegial governance process by instituting a yearly evaluation of all collegial governance committees and the governance system. The evaluation process was modified to include three steps in its systematic evaluation: 1) In fall, each governance committee and council reviews its mission, responsibilities, goals, and committee composition. 2) In spring, each committee conducts a self-evaluation by completing the Annual Committee Evaluation form. 3) The following fall, College Council reviews the committees' self-evaluations as part of a comprehensive evaluation of the system of governance.

Beginning in spring 2015, per direction from College Council and the College President, the Vice President of Academic Affairs and Academic Senate President created the Annual Committee Evaluation Form and Annual Committee Evaluation Form Instructions ([R4-01](#)). Later in spring 2015, College Council directed committees to complete the Annual Committee Evaluation Form ([R4-02](#)).

Next, in fall 2015, College Council and the College President created a Collegial Governance Evaluation Task Force to discuss any themes, commendations, and recommendations identified from the Annual Committee Evaluations submitted ([R4-03](#)). The task force identified four themes as a result of analyzing the Annual Committee Evaluations. The first noted the struggle that various committees face due to a lack of resources. The second expressed how committees grapple with regulations and/or standards from external entities. The third illustrated the need to consolidate the work of some committees in order to achieve greater efficiency. The fourth demonstrated the need to strengthen communication and ties between committees to promote the interconnectivity of committees and councils ([R4-04](#)).

The college took immediate action to address Theme Four as identified in the Collegial Governance Evaluation Task Force Report Fall 2015. In addition to previously provided committee reports to the Academic Senate and to College Council, the Planning & Institutional Effectiveness and Enrollment Management Committees are now providing space on their agendas for other committee representatives to provide updates and announcements ([R4-05](#), [R4-06](#)). In addition, the Academic Senate and College Council revised the Governance Committee Meeting Matrix in September 2015 ([R4-07](#), [R4-08](#)) in order to omit overlap of committee meetings and to allow for optimal participation and greater scheduling efficiency.

In spring 2016, governance committees and councils once again engaged in the Santiago Canyon College governance evaluation process when they completed the Annual Committee Evaluation forms. Upon evaluating their committees, the Facilities and the Safety/Emergency Committees noticed the overlap in their membership as well as in their committee

responsibilities. In order to achieve greater efficiency per theme three of the Collegial Governance Evaluation Task Force Report Fall 2015, the Academic Senate recognized the Facilities and Safety/Emergency Committees' recommendation to combine the two committees that would later be renamed the Facilities & Safety Committee ([R4-09](#)). The following fall, College Council took action and approved the Exceptional Academic Regulations Committee and the Budget Committee recommended changes to their respective committee descriptions that came as a result of the evaluation process; the merging of the Facilities & Safety committees was also approved ([R4-10](#), [R4-11](#)).

Following the college's governance regular evaluation process, College Council discussed the Annual Committee Evaluations during council meetings in fall 2016 ([R4-12](#)). They decided to review, identify, and discuss any themes, commendations, and recommendations identified from the Annual Committee Evaluations as a council. As a result, College Council identified three themes of the evaluation, with attendant sub-categories: 1) Communication, 2) Resources, and 3) Committee Management. Communication included the need for enhanced channels of communication, consistent reporting, and timely and widespread communication. Resources included the need to explore categorical funding, enhance knowledge of budgetary items, and discover ways to mitigate the lack of resources. Committee management included the need to identify and fill vacancies, assess committee overlap, and address different plans and initiatives at the state level with purpose and efficiency ([R4-13](#)).

In order to take action, College Council created a Governance Committee Follow-Up Survey with questions about ways to solve problems and to identify any deficiencies in the planning process. College Council members submitted questions to the Academic Senate President, and survey questions were discussed and finalized at the Oct. 11, 2016 College Council meeting. At the Oct. 25, 2016 meeting, College Council recommended sending a Survey Monkey survey with the follow-up questions for committees and councils ([R4-14](#)).

In spring 2017, College Council reviewed and discussed the results from the follow-up Survey Monkey Committee Survey ([R4-15](#)). In addition to discovering that there were a number of membership vacancies on committees and councils, the survey also revealed the following:

- The need for classified and student members on committees/councils.
- The need for a place to house committee/council reports for accessibility.
- The need for all committees/councils to maintain a current website presence.
- The need to distribute survey results to the entire college.
- The need to further inform the college community about the current planning resource request process and related rubrics.

To address some of the themes identified within the follow-up survey, College Council discussed a variety of recommendations, such as the Academic Senate President encouraging CSEA to consult with the Academic Senate Vice President about committee member assignment and tracking procedures, council members discussing best practices to enhance student participation on governance committees, and each committee/council selecting a committee/council member who will be in charge of posting information on committee/council

web pages. The council also recommended that the College Council co-chairs, the Academic Senate President and College President, send out a reminder to all governance committees and councils to update (or create) web pages. Additionally, the council requested that the Planning & Institutional Effectiveness Committee (PIE) determine the administrator responsible for processing each committee's resource requests ([R4-16](#)).

At the March 1, 2017, PIE meeting members determined the administrator responsible for processing each committee's resources requests and forwarded the information to the Academic Senate President and College President ([R4-17](#)). As a direct result of the regular evaluation process, the presidents sent a letter to all committee chairs addressing membership, communication, and resource requests. Chairs were directed to the appropriate staffing member to address vacancies, asked to identify the webpage author and Senate Summary Report submitter, and informed about which administrator should receive their committee resource requests. Additionally, a copy of the two surveys was sent for informational purposes ([R4-18](#)).

List of Evidence

- [R4-01](#) Annual Committee Evaluation Instructions and Form
- [R4-02](#) Committee Evaluation Email Message from Weispenning
- [R4-03](#) Spring 2016 Evaluation Forms
- [R4-04](#) Collegial Governance Annual Committee Evaluation Fall 2015 Summary
- [R4-05](#) PIE Minutes 10-07-2015
- [R4-06](#) EMC Minutes 10-21-2015
- [R4-07](#) College Council Minutes 09-22-2015 Matrix
- [R4-08](#) Meeting Matrix 2015
- [R4-09](#) Academic Senate Resolution Fall2016.6
- [R4-10](#) College Council Minutes 11-08-2016 EAR
- [R4-11](#) College Council Minutes 11-22-2016 Budget Facilities Safety
- [R4-12](#) Annual Committee Evaluation Brief Summary 2016
- [R4-13](#) College Council Minutes 09-27-2016 for Evaluation Themes
- [R4-14](#) Annual Committee Evaluation Follow-Up Survey 2016
- [R4-15](#) Annual Committee Evaluation Follow-Up Survey 2016 Results
- [R4-16](#) College Council Minutes 02-28-2017 Follow-Up Review
- [R4-17](#) PIE Minutes 03-01-2017
- [R4-18](#) Letter to Chairs from College Council

Recommendation 5:

In order to meet the standard, the team recommends that the college fully integrate distance education into existing planning and program assessment processes to ensure the quality of distance education. (II.A.2.d, III.C.1.b)

Summary of Actions Addressing Recommendation

Santiago Canyon College continues to make progress toward fully integrating distance education into existing planning and program evaluation processes.

The College has developed a Department Planning Portfolio (DPP) for distance education ([R5-01](#)). This DPP serves as the guide for requesting resources and for planning the future of the Distance Education Department. Distance Education is also part of the College Program Review cycle ([R5-02](#)).

The College hired a faculty Distance Education Coordinator who writes the DPP and updates annually. In addition, this Coordinator trains faculty in online instructional design, evaluates the online teaching certification program ([R5-03](#), [R5-04](#)), and supports online students by working with counseling to provide online class orientations and support services, such as online tutoring and counseling ([R5-05](#), [R5-06](#), [R5-07](#), [R5-08](#)).

The Distance Education Coordinator plays an integral part in the curriculum process as a voting member of the Curriculum & Instruction Council where the Coordinator advises faculty on creating and maintaining high quality distance education curriculum, as well as the distance education addendum ([R5-09](#), [R5-10](#)).

Based upon the recommendation to further integrate distance education into existing College planning, the College created the Distance Education Program Committee (DEPC) ([R5-11](#), [R5-12](#)). This committee is co-chaired by the Distance Education Coordinator and an Administrative Dean. The DEPC mission is to steer the Distance Education Program and work with the Distance Education Coordinator to establish standards, procedures, and policies that contribute to the quality and growth of the program ([R5-13](#)).

The college regularly evaluates the distance learning department for effectiveness with a Student Satisfaction Survey, Distance Education Satisfaction Survey, an Online Teaching Certification evaluation, Academic Program Review, and makes plans for improvement based upon those results. For example, it was identified in our student distance education survey that our students are generally unaware of the student services that we provide to our online students. To respond to this gap the Distance Education Department started to better publicize these services online in prominently located areas, such as the first screen that is accessed once logged in to the Learning Management System and an article about online tutoring is available on our website's home page. The online teaching certification was also updated with a module for online student support resources. This module gives our online teachers the information they need to build student services into their online classes, making relevant services available at the course level ([R5-14](#), [R5-15](#), [R5-16](#), [R5-17](#), [R5-18](#)).

List of Evidence

R5-01	Department Portfolio Planning Distance Education
R5-02	Program Review Cycle
R5-03	Certification Data
R5-04	Online Certificate Evaluation
R5-05	DE Online Orientation
R5-06	Online Tutoring
R5-07	Online Counseling
R5-08	2016 Fall Info Email
R5-09	EDUC 204 Addendum
R5-10	CIC Minutes 11-21-2016
R5-11	DEPC Minutes 03-14-2016
R5-12	DEPC Summary Report March 2017
R5-13	Distance Education Program Committee Organization
R5-14	SCC Student Satisfaction Web Report 2016
R5-15	SCC Distance Education Satisfaction Result Fall 2013
R5-16	Certification Data
R5-17	SCC Educational Master Plan 2012-2016
R5-18	Academic Program Review 2014-2016 History

Recommendation 6:

In order to increase effectiveness, the team recommends that the college strengthen its efforts to provide all personnel with appropriate opportunities for continued professional development and assess classified staff members' professional development needs as a basis for training. (III.A.5.a, III.A.5.b)

Summary of Actions Addressing Recommendation

In spring 2014, the College began efforts to provide all personnel with appropriate opportunities for continued professional development by redefining the role and name of the Faculty Development Committee to the Professional Development Committee (PDC) ([R6-01](#)). The committee became more inclusive by expanding to include four additional members who were all classified staff ([R6-02](#), [R6-03](#), [R6-04](#), [R6-05](#)). Responsibilities were revised to include overseeing the biannual "FLEX Week", resulting in a name change to "Professional Development Calendar" ([R6-06](#), [R6-07](#), [R6-08](#), [R6-09](#), [R6-10](#), [R6-11](#), [R6-12](#), [R6-13](#), [R6-14](#)). This change also allows for professional development activities to be offered throughout the year, rather than for just two weeks of the year. Opportunities developed by the Office of Student Equity and Success, as well as the Speaker's Symposium, allow all employees (including classified staff) to attend professional development on campus throughout the semester. ([R6-15](#))

The College continues to assess the needs of classified personnel in regards to professional development. During the scheduled meetings, the PDC consistently has input from classified personnel when discussing and planning professional development sessions ([R6-16](#), [R6-17](#), [R6-18](#), [R6-19](#)). Additionally, the PDC surveyed classified staff members throughout the college to evaluate their needs in regards to professional development. Subsequently, more Professional Development opportunities that were in line with the needs of classified staff were offered, both during Professional Development Week and during the semester. ([R6-20](#), [R6-21](#), [R6-22](#), [R6-23](#), [R6-24](#), [R6-25](#), [R6-26](#), [R6-27](#))

In the fall of 2016, the Office of Student Equity and Success began publishing a calendar of equity related events both on and off campus ([R6-28](#)). The office made an effort to research events that are beneficial to classified personnel, faculty, and administrators. Those offerings were then included in the calendar. Further, with the addition of funds provided by the Office of Student Equity and Success, the College has been able to provide opportunities to classified staff to attend conferences. ([R6-29](#))

In January of 2017, the Student Services Division held an All-Student Services Retreat. Classified personnel participated during the retreat and were asked how the College could become a transformational site for its students, and what the classified role would be in that process ([R6-30](#)). After the retreat, all participants were sent a survey that asked what they would like to see developed for the future. This information will be used to inform future professional development activities for classified staff ([R6-31](#)).

Beginning spring 2016, the PDC website has included a month-by-month calendar on its

homepage ([R6-32](#)). This calendar includes upcoming conferences researched by PDC members as well as professional development opportunities submitted by other SCC employees. The calendar is updated monthly.

In the future, SCC will continue to develop and expand professional development offerings for classified staff to meet their specific needs. Activities planned include, but are not limited to, an annual All-Classified Professional Development Day, an All-Student Services Retreat, and a Pathways Retreat.

List of Evidence

R6-01	Academic Senate Resolution SP2014.6
R6-02	Professional Development Committee Minutes Spring 2015
R6-03	Professional Development Committee Minutes Fall 2015
R6-04	Professional Development Committee Minutes Spring 2016
R6-05	Professional Development Committee Minutes Fall 2016
R6-06	Professional Development Committee Minutes Spring 2015
R6-07	Professional Development Committee Minutes Fall 2015
R6-08	Professional Development Committee Minutes Spring 2016
R6-09	Professional Development Committee Minutes Fall 2016
R6-10	Spring 2015 Flex Calendar
R6-11	Professional Development Calendar Fall 2015
R6-12	Professional Development Calendar Spring 2016
R6-13	Professional Development Calendar Fall 2016
R6-14	Professional Development Calendar Spring 17
R6-15	Student Equity Conference Attendance by classified
R6-16	Professional Development Committee Minutes Spring 2015
R6-17	Professional Development Committee Minutes Fall 2015
R6-18	Professional Development Committee Minutes Spring 2016
R6-19	Professional Development Committee Minutes Fall 2016
R6-20	2015 Fall PD WEEK Breakdown
R6-21	2016 Spring PD WEEK Breakdown
R6-22	2016 Fall PD WEEK Breakdown
R6-23	Professional Development 2015 Survey Summary
R6-24	Professional Development Committee Minutes Spring 2015
R6-25	Professional Development Committee Minutes Fall 2015
R6-26	Professional Development Committee Minutes Spring 2016
R6-27	Professional Development Committee Minutes Fall 2016
R6-28	Student Equity Independent Contractors 02-02-2017x
R6-29	Equity Focused Professional Development
R6-30	All Student Services Retreat Agenda
R6-31	All Student Services Retreat Transcription of Posters
R6-32	Professional Development Calendar on Web

Commission Recommendation:

At the time of the Follow-Up report, Santiago Canyon College must demonstrate that it has eliminated the structural deficit in the budget as identified in the team report in section III.D and IV.B.

Summary of Actions Addressing Recommendation

The College has eliminated the structural deficit in the budget and maintains a 1% contingency fund.

In 2014, after the ACCJC recommendation was disseminated to the College community, College Council, Planning & Institutional Effectiveness Committee, and Budget Committee held initial discussions about eliminating the structural deficit ([CR-01](#), [CR-02](#), [CR-03](#)). In addition, members of President's Cabinet also discussed issues surrounding the College's structural deficit. At the District level, the Fiscal Resources Committee and District Council discussed Santiago Canyon College's structural deficit ([CR-04](#), [CR-05](#)).

In the 2014-15 fiscal year, the Budget Committee monitored and reviewed expenditures on a monthly basis to ensure that the College was making progress toward addressing its structural deficit. The role of the SCC Budget Committee is to provide fiscal analysis of College planning, to advocate greater efficiency of budget resources, to facilitate communication about budgetary matters between College constituents and the District, to review the District and College budget allocation models, and to recommend changes if necessary ([CR-06](#), [CR-07](#)). As a result of their diligence, the committee proposed the use of appropriate categorical funding to the Planning & Institutional Effectiveness (PIE) Committee as well as to College Council. Upon implementation of the Budget Committee's recommendations, the College saw a decrease in its structural deficit.

The College implemented the following Budget Committee recommendations to significantly reduce operational costs:

- Limiting hourly staff/overtime
- Reducing supplies
- Restricting travel
- Renegotiating contracted services
- Reducing water usage (mandatory water scheduling to only twice a week)
- Reduced electricity use (installation of retro-fit to efficient LED lighting)
- Eliminating expenditures on new items
- Freezing all vacated positions unless critical
- Recruiting internal candidates only

The College implemented the following Budget Committee recommendations to enhance revenues:

- Increasing rental of facilities
- Maximizing the use of other funding sources, including

Categorical/IELM/Lottery/Scheduled Maintenance

- Bookstore Commission
- Transferring appropriate personnel costs to categorical funds ([CR-08](#), [CR-09](#))

In 2013-14, an overestimation of revenue led to an ending deficit of \$1.6 million, which was carried forward as a structural deficit for the College's budget in 2014-15. From July 1, 2014 to June 30, 2015, the College notably reduced its operating deficit from \$1.6 million to \$404,000. The remaining balance was transferred from the District's stabilization fund and the College entered 2015-2016 with the deficit resolved.

As the College developed its tentative budget and adopted budget for the 2015-16 fiscal year, the goal was to fully fund all accounts, including the adjunct faculty budget and the operational accounts. In its review of the College, ACCJC also noted that the adjunct faculty expenditures line item was the only item not fully budgeted in the 2014-2015 fiscal year ([CR-10](#)). In addition, the College community determined to no longer rely on the District stabilization fund ([CR-11](#), [CR-12](#), [CR-13](#), [CR-14](#), [CR-15](#)).

In order to assist the College with achieving its budgetary goals, the Budget Committee recommended the following budget assumptions for the 2015-2016 fiscal year:

- The SCC Budget Committee will continue to monitor and review expenditures to ensure that the College will no longer have a structural deficit;
- The College will fully fund the adjunct faculty budget and the operational accounts; and In accordance with the Budget Allocation Model (BAM), the Budget Committee will seek to have a 1% contingency fund (\$380,000) to ensure that the College remains on budget throughout the year. ([CR-16](#), [CR-17](#))

In 2014-2015, the College's allocated general fund budget was \$35.2 million. Then in 2015-16 the College's allocated general fund budget was \$38.1 million. In 2015-16 the College was able to fully fund the adjunct faculty budget as well as the college's operational accounts. For the first time in four years, the Santiago Canyon College budgeted ending balance was \$-0- ([CR-18](#)).

Throughout the 2015-16 fiscal year, the Budget Committee reviewed College revenues and expenditures, communicated concerns to constituent groups, and proposed adjustments to budgets as requested ([CR-19](#), [CR-20](#), [CR-21](#)). By maintaining fiscal discipline, the College finished fiscal year 2015-16 with a positive general fund ending balance of \$774,630 ([CR-22](#)).

For fiscal year 2016-17, the College had a carryover balance (reserve) of \$774,630 ([CR-23](#)) and a total budget of \$39.8 million ([CR-24](#)). This reserve of 1.9 percent exceeds the 1 percent goal established by the College.

During the 2016-17 fiscal year, the Budget Committee continually reviews College revenues and expenditures, communicates concerns to constituent groups, and proposes adjustments to budgets as requested ([CR-25](#), [CR-26](#)). By maintaining fiscal discipline, the College anticipates

finishing fiscal year 2016-17 with a positive general fund ending balance of \$90,000 ([CR-27](#)). Those funds will be added to the prior year's ending balance.

List of Evidence

- [CR-01](#) SCC College Council Minutes 06-09-2015
- [CR-02](#) SCC PIE Committee Minutes 05-06-2015
- [CR-03](#) SCC Budget Committee Minutes 04-20-2015
- [CR-04](#) RSCCD FRC Minutes 09-23-2015
- [CR-05](#) RSCCD District Council Minutes 09-21-2015
- [CR-06](#) SCC Collegial Governance Handbook Updated 12-01-2015
- [CR-07](#) RSCCD 2015-2016 Tentative and Adopted Budget SB 361 Revenue Allocations
- [CR-08](#) SCC College Council Minutes 09-08-2015
- [CR-09](#) SCC Budget Committee Minutes 06-02-2015
- [CR-10](#) SCC Budget Committee Minutes 06-02-2015
- [CR-11](#) SCC Budget Committee Minutes 06-02-2015
- [CR-12](#) RSCCD Tentative Budget 2015-16
- [CR-13](#) RSCCD Adopted Budget 2015-16
- [CR-14](#) RSCCD Unrestricted General Fund Assumptions 08-17-2015
- [CR-15](#) RSCCD FRC Minutes 07-08-2015
- [CR-16](#) RSCCD Adopted Budget 2015-2016
- [CR-17](#) SCC Budget Committee Minutes 11-17-2015
- [CR-18](#) RSCCD Board of Trustees Meeting Minutes 09-14-2015
- [CR-19](#) SCC Budget Committee Minutes 02-16-2016
- [CR-20](#) SCC Academic Senate Agenda 03-17-2016
- [CR-21](#) SCC College Council Minutes 02-23-2016
- [CR-22](#) FRC Agenda 08-17-2017
- [CR-23](#) RSCCD Adopted Budget 2016-17
- [CR-24](#) RSCCD Adopted Budget 2016-17
- [CR-25](#) SCC Budget Committee Minutes 02-21-2017
- [CR-26](#) SCC Academic Senate Agenda 03-07-2017
- [CR-27](#) FRC Agenda 03-22-2017

ACCJC Midterm Report Data Reporting Form

ANNUAL REPORT DATA

INSTITUTION-SET STANDARDS

STUDENT COURSE COMPLETION

(Definition: The course completion rate is calculated based on the number of student completions with a grade of C or better divided by the number of student enrollments.)

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	63%	63%	63%
Stretch Goal			
Actual Performance	69%	69.3%	70.1%
Difference between Standard and Performance	+6%	+6.3%	+7.1%
Difference between Stretch Goal and Performance			
Analysis of the data:	Course completion rates are improving.		

DEGREE COMPLETION

(Students who received one or more degrees may only be counted once.)

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	600	600	600
Stretch Goal			
Actual Performance	712	776	884
Difference between Standard and Performance	+112	+176	+284
Difference between Stretch Goal and Performance			
Analysis of the data:	Completion of degrees has more than doubled.		

CERTIFICATE COMPLETION

(Students who received one or more certificate may only be counted once.)

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	550	550	550
Stretch Goal			
Actual Performance	1,447	2,037	1,432
Difference between Standard and Performance	+897	+1,487	+882
Difference between Stretch Goal and Performance			
Analysis of the data:	Artificial spike in 2015. Certificate completion has declined slightly from 2014.		

TRANSFER

Category	Reporting Year		
	2014	2015	2016
Institution Set Standard	650	650	650
Stretch Goal			
Actual Performance	1,034	1,141	1,207
Difference between Standard and Performance	+384	+491	+557
Difference between Stretch Goal and Performance			
Analysis of the data:	Number of transfers has increased by 45%.		

STUDENT LEARNING OUTCOMES ASSESSMENT

	Reporting Year		
	2014	2015	2016
Number of Courses	694	760	791
Number of Courses Assessed	672	719	728
Number of Programs	171	183	196
Number of Programs Assessed	158	167	173
Number of Institutional Outcomes	12	12	12
Number of Outcomes Assessed	12	12	12
Analysis of the data:	Slight decline in compliance rate due to addition of new courses and programs.		

LICENSURE PASS RATE

(Definition: The rate is determined by the number of students who passed the licensure examination divided by the number of students who took the examination.)

Program Name	Institution Set Standard	Actual Performance			Difference			Stretch Goal	Difference		
		2014	2015	2016	2014	2015	2016		2014	2015	2016
NA											

JOB PLACEMENT RATE

(Definition: The placement rate is determined by the number of students employed in the year following graduation divided by the number of students who completed the program.)

Program Name	Institution Set Standard	Actual Performance			Difference			Stretch Goal	Difference		
		2014	2015	2016	2014	2015	2016		2014	2015	2016
Apprenticeship Power Lineman Certificate of Achievement	68%	100%	100%	100%							
Apprenticeship Operating Engineers, Construction Safety Inspector Certificate of Achievement	68%	100%	100%	100%							
Apprenticeship Operating Engineers, Heavy Equipment/Landscape Operator Engineer Certificate of Achievement	68%	100%	100%	100%							

ANNUAL FISCAL REPORT DATA

Category	Reporting Year		
<u>General Fund Performance</u>			
	2014	2015	2016
Revenue	170,755,129	185,652,553	233,635,989
Expenditures	179,197,825	183,403,925	203,824,989
Expenditures for Salaries and Benefits	137,737,208	149,098,573	164,446,397
Surplus/Deficit	(8,442,696)	2,248,628	29,811,000
Surplus/Deficit as % Revenues (Net Operating Revenue Ratio)	(4.94%)	1.21%	12.76%
Reserve (Primary Reserve Ratio)	NA	NA	NA
Analysis of the data:	The district maintains an adequate reserve.		
<u>Other Post Employment Benefits</u>			
Actuarial Accrued Liability (AAL) for OPEB	82,058,965	82,058,965	129,629,001
Funded Ratio (Actuarial Value of Plan Assets/AAL)	0%	0%	0%
Annual Required Contribution (ARC)	8,350,167	8,350,167	11,722,578
Amount of Contribution to ARC	8,350,167	8,350,167	11,722,578
Analysis of the data:	The district has funded its full ARC each of these three years.		

Enrollment

Actual Full-Time Equivalent Enrollment (FTES) 8,602 8,557 8,567

Analysis of the data: FTES generation has increased from the previous year, but still down compared to 2014.

Financial Aid

USED Official Cohort Student Loan Default Rate (FSLD - 3 year rate) 18.2% 9.7% 9.7%

Analysis of the data: The Annual Report data was for fiscal years FY2011, FY2012, and FY2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Santa Ana College Community Services Program - Fall 2017	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are noncredit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

ANALYSIS

The proposed Fall 2017 schedule supports the mission of Santa Ana College as a leader and partner in meeting the intellectual, cultural, technological and workforce development needs of this diverse community. Adults and children in the Santa Ana College service area have access to 135 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2017.

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 17, 2017
Prepared by:	Michael Collins, Ed. D., Vice President, Administrative Service, Santa Ana College	
Submitted by:	Linda D. Rose, Ed. D. President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Painting with Jeanie	Jeanie Brown	\$120	70/30
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Retirement Income	James Peters	\$25	60/40
Aqua Senior Shape	Shahrzad Nasrabadi	\$59	60/40
Yoga for Seniors	Shahrzad Nasrabadi	\$59	60/40
Around The Home			
Electrical Repairs	Phil Famolaro	\$125	\$40/hr
Miniature Gardens	Beth Davidson	\$30	70/30
Home Improvement Repair	Phil Famolaro	\$125	60/40
Arts & Crafts			
Holiday Floral Design	Mina Asadirad	\$70	50/50
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Watercolor	James Hendershott	\$44	60/40
Mixed Media	Jennifer Lee	\$44	60/40
Furniture Upholstery	Paciano Dominguez	\$89	60/40
Auto Upholstery	Paciano Dominguez	\$89	60/40
Basic Jewel Making	Brigitte Burns	\$29	60/40
Basic Wire Wrapping	Brigitte Burns	\$29	60/40
Sun Catcher	Beth Davidson	\$30	70/30
Wind chimes	Beth Davidson	\$30	70/30
Plate Garden Flowers	Beth Davidson	\$30	70/30
Succulent Birdhouse	Beth Davidson	\$30	70/30
Mixed Media Mondays	Beth Davidson	\$30	70/30
Intro to Epoxy Clay	Karon Cotton	\$39	60/40
Metal Etching	Karon Cotton	\$39	60/40
Plate Nite	Beth Davidson	\$25	70/30
Essential Oils	Beth Davidson	\$30	70/30
Tillandsia(Airplant) Workshop			
Automotive			
BAR Update	James Rudd	\$295	60/40
CCDET Smoke Inspection	James Rudd	\$175	60/40
EPA Certification	James Rudd	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	James Rudd	\$175	60/40
HVAC I & II	James Rudd/Noemi English	\$200	50/50
SCR TTC Certification	James Rudd/Noemi English	\$200	50/50
Transit Vehicle Safety	Noemi English	\$100	60/40
Auto Upholstery	Paciano Dominguez	\$89	60/40
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$70	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Become A Notary Public	NPS, Inc.	\$85	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Loan Signing Agent	NPS, Inc.	\$89	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40

COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Cart Vending	Eugene Konstant	\$39	60/40
Quickbooks & Taxes	Miguel Figueroa	\$89	60/40
Human Resource Management	Sylvia Gonzalez	\$99	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	60/40
Self-Publish for Free	Rounds & Miller Assoc.	\$39	60/40
Become A Professional Organizer	Rounds & Miller Assoc.	\$39	60/40
License Your Inventions	Rounds & Miller Assoc.	\$39	60/40
Become a Romance Writer	Madeline Porter	\$79	60/40
Intro to Screenwriting	LeeAnne Krusemark	\$15	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$15	60/40
CAL/OSHA 10 Hour Safety Training	Mike Rounds	\$69	60/40
Become A Mystery Shopper	Jennifer Schutza	\$39	60/40
Freelance Accountant	Ruby Flores	\$89	60/40
Finding the Right Career	Patricia de Santos	\$29	60/40
College For Kids			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
Writing Academy	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Alpine Tutoring	\$115	\$35/hr
Basic Math	Alpine Tutoring	\$89	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$55	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Cooking Around the World	Angela Barber	\$79	60/40
Computers			
Computer Basics	Dori Dumon	\$44	\$35/hr
Windows 10	Dori Dumon	\$44	\$35/hr
Microsoft Excel	Dori Dumon	\$44	\$35/hr
Microsoft Word	Dori Dumon	\$44	\$35/hr
Savvy Cyber Security	James Peters	\$25	60/40
Court Mandated			
Alcohol & Drug Awareness	Lori Thomas	\$50	80/20
14601.1 Suspended License Program	Barry Reed	\$255	50/50
DEJ Deferred Dismissal	Lori Thomas	\$260	50/50
Online Diversion Workshops	Diversion Education Services	\$65	50/50
Online Life Skills	Diversion Education Services	\$20	50/50
Culinary Arts			
Cooking Around the World	Angela Barber	\$79	60/40
Healthy Cooking	Shahzad Nasrabadi	\$39	60/40
Mexican Cuisine	Claudia Figueroa	\$29	60/40
International Cuisine	Rhea Morrison	\$99	60/40
Dance			
Salsa Beginning	Salomon Rivera	\$59	60/40
Ballroom Dance	Jeanne Estrin	\$55	50/50
Country Line Dance	Jeanne Estrin	\$80	50/50
Adult Tap	Jeanne Estrin	\$80	50/50
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$69	60/40
Social Salsa Dance	Miguel Figueroa, Jr.	\$69	60/40

COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Health, Fitness & Beauty			
Yoga, Body & Spirit in Motion	Shahrzad Nasrabadi	\$59	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
Adult, Child, Infant, CPR	Sabrina Bradley	\$25	60/40
Open Court Badminton	Chi Tran	\$39/\$59	60/40
Language			
Spanish For Work	Alpine Tutoring	\$69	\$35/hr
Italian for Travelers	Alpine Tutoring	\$69	\$35/hr
Conversational Spanish	Alpine Tutoring	\$69	\$35/hr
Medical Billing			
Medical Insurance Billing Certificate	KGP, Inc.	\$150	60/40
Medical Front Office Certificate	KGP, Inc.	\$35	60/40
Medical Billing Service	KGP, Inc.	\$25	60/40
Money Matters			
Maximize Your Social Security	James Peters	\$25	60/40
Retirement Strategies	Ronald Gable	\$44/\$69	60/40
Estate Conservation	James Peters	\$25	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Pet Care			
Dog Obedience	Dog Services Unlimited	\$96	50/50
Dog Manners "Crash Course"	Dog Services Unlimited	\$86	50/50
Real Estate			
Buying Your First Home	Sandy Flores	\$25	60/40
Refinancing Your Home	Sandy Flores	\$25	60/40
Fix & Flip	Sandy Flores	\$25	60/40
Real Estate Investments	Gustavo Duran	\$59	60/40

COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Travel			
Olive The Best	Good Times Travel	\$79	70/30
That's Amore!	Good Times Travel	\$99	70/30
Christmas in the Castle	Good Times Travel	\$99	70/30
Central Coast Christmas	Good Times Travel	\$150/deposit	70/30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Santiago Canyon College Community Services Program, Fall 2017	
Action: Request for Approval	

BACKGROUND

The Fall 2017 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area. Classes offered are presented to SCC's Curriculum and Instruction Council twice per year to ensure that they do not compete with credit and noncredit course offerings.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santiago Canyon College Community Services Program for Fall 2017.

Fiscal Impact: \$25,000 revenue	Board Date: July 17, 2017
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John C. Hernandez, Ph.D., Interim President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2017

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Active Adults</i>			
Online Courses	Education to Go	Varied	Varied
Retired – Now What?	Elaine Moran	\$29	60/40
Total Fitness	Jeff Nolasco	\$45	\$35/hour
Tai Chi for Balance	Karen Mack	\$59	60/40
Meditation for Everyday	Mariana Fischer-Militaru	\$30	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$35/hour
Senior Safety	Mike Rounds	\$39	60/40
Retirement Made Easy	Pure Financial Advisors	\$49	No Charge
<i>Animal Care</i>			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$29	50/50
Online Courses	Education to Go	Varied	Varied
How to Help Your Dog Help Others	Kim Pagones	\$78	60/40
S.T.A.R. Puppy	Kim Pagones	\$78	60/40
<i>Around the Home & Garden</i>			
Online Courses	Education to Go	Varied	Varied
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Home Repairs	Rick Longobart	\$89	50/50
Basic Plumbing Repairs	Rick Longobart	\$59	50/50
<i>Arts & Crafts</i>			
Printmaking for Fun	Deborah Goldman	\$120	60/40
Drawing & Painting in Pastels	Dori Dewberry	\$120	60/40
Online Courses	Education to Go	Varied	Varied
Cake Decorating for the Holidays	Elizabeth Perreault	\$60	60/40
Beginners Buttercream Cake Decorating	Elizabeth Perreault	\$60	60/40
Beginners Fondant Cake Decorating	Elizabeth Perreault	\$60	60/40
Beginners Holiday Cookie Decorating	Elizabeth Perreault	\$60	60/40
Autumn in the Outdoors Art Workshop	Jennifer Lee	\$35	60/40
Spooky Night Acrylic Art Workshop	Jennifer Lee	\$35	60/40
Whimsical Still Life Workshop	Jennifer Lee	\$35	60/40
Winter Wonderland Art Workshop	Jennifer Lee	\$35	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
Basic Floral Designs	Mina Wholesale Flowers	\$70	50/50
Floral Holiday Designs	Mina Wholesale Flowers	\$70	50/50
<i>Business & Careers</i>			
LS Test Prep Course	CA Land Surveyors Assoc. OC	\$395/\$365	70/30
Online Courses	Education To Go	Varied	Varied
How to Become a Mystery Shopper	Elaine Moran	\$45	60/40
How to Sell on EBay	Frances Greenspan	\$59	60/40
Advanced Computer Aided Drafting	Jeff Covey	\$290	TBD
Accounting for the Non-Accountants	Joseph Kibbe	\$120	\$40/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2017

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Business & Careers Continued</i>			
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$150	60/40
Medical Front Office Certificate Program	Kris G. Patterson	\$25	60/40
Start Your Own Billing Service	Kris G. Patterson	\$25	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Introduction to Screenwriting for TV and Movies	LeeAnne Krusemark	\$19	60/40
Explore 250 Home Based Business Ideas	LeeAnne Krusemark	\$39	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Self-Publishing vs. Traditional Publishing	LeeAnne Krusemark	\$19	60/40
Make Money w/Virtual Assistant	LeeAnne Krusemark	\$19	60/40
Become a Notary Public	Notary Public Seminars	\$85	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renew Your Notary Commission	Notary Public Seminars	\$50	60/40
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
Nurse Assistant Training Program	Teddine Smith	\$1,500	\$40/hour
Intro/Advanced QuickBooks	TBD	\$99	TBD
Water Certification Continuing Ed. Units	TBD	\$200/\$300	TBD
Introduction to Voiceovers	Voices for All	\$29	60/40
<i>College For Kids</i>			
Early Reader	Alpine Tutoring	\$89	\$38/hour
Early Reader Spooktacular (Ages 6-7)	Alpine Tutoring	\$89	\$38/hour
Stellar College Application Essay	Alpine Tutoring	\$89	\$38/hour
Study Skills for Struggling Students	Alpine Tutoring	\$39	\$38/hour
Family Night: Halloween Art Workshop	Jennifer Lee	\$40	60/40
Family Night: Christmas Art Workshop	Jennifer Lee	\$40	60/40
Family Night: Winter Wonderland Art Workshop	Jennifer Lee	\$40	60/40
Teen Mixed Media Studio (Ages 13-16)	Jennifer Lee	\$120	60/40
Private Swim Lessons	N. Irvine Water Polo Club	\$30	75/25
Swim Lessons	N. Irvine Water Polo Club	\$60	25/75
Swim Camp (Ages 5-13)	N. Irvine Water Polo Club	\$125	25/75
Water Polo Camp (Ages 7-14)	N. Irvine Water Polo Club	\$125	25/75
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Identify Career Possibilities (Grades 6-8)	Sue Montelone	\$39	60/40
Identify Career Possibilities (Grades -9-12)	Sue Montelone	\$39	60/40
YouTube Channel – Video Editing	TBD	TBD	TBD
<i>Computers</i>			
Computer Basic	Adriel Samaniego	\$45	\$35/hour
Introduction to Microsoft Windows	Adriel Samaniego	\$45	\$35/hour
Managing Your Computer Files	Adriel Samaniego	\$45	\$35/hour
Managing Your Email/Calendar w/MS Office	Adriel Samaniego	\$45	\$35/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2017

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Computers Continued</i>			
Microsoft Word - Part I/ Part II	TBD	\$45	\$35/hour
Intro and Intermediate Publisher	Adam/Analisa Morgan	TBD	\$35/hour
Online Courses	Education To Go	Varied	Varied
How to Sell on EBay	Frances Greenspan	\$65	60/40
How to Create a Website in 24 Hours for Free!	Mike Rounds	\$39	60/40
Blogging for Fun and Profit	Robert Cohen	\$39	50/50
iPhones, iCloud, Beyond the Basics	Robert Cohen	\$39	50/50
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	50/50
Marketing w/Facebook & Social Media	Robert Cohen	\$39	50/50
Programming for Non-Programmers	Robert Cohen	\$39	50/50
Android Phones – 411	TBD	TBD	TBD
MS Excel – Part I/ Part II	TBD	TBD	TBD
Photoshop Fundamentals	TBD	TBD	TBD
YouTube Channel – Video Editing	TBD	TBD	TBD
<i>Dance</i>			
Ballroom Dance	Diana Krivosheya	\$59	60/40
Beginning Social Dance	Diana Krivosheya	\$59	60/40
Online Courses	Education To Go	Varied	Varied
Contemporary Dance	Juliana Carbonaro	\$89	\$35/hour
Flash Mob	Juliana Carbonaro	\$89	\$35/hour
Hip Hop	Juliana Carbonaro	\$89	\$35/hour
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa	Salomon Rivera	\$49	60/40
Beginning Adult Tap	The Dance Centre	\$69	50/50
Country Line Dance for Beginners	The Dance Centre	\$80	50/50
<i>Gemology</i>			
Color Me Purple	John Eyre	\$35	60/40
Deceivers and Destroyers in the Gem World	John Eyre	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
<i>Health, Beauty & Fitness</i>			
Lullaby Yoga	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Online Courses	Education To Go	Varied	Varied
Pilates	Francine Ansari	\$79	\$35/hour
Zumba	Francine Ansari	\$79	\$35/hour
Chair Yoga	Mariana Fischer-Militaru	\$89	60/40
Hatha Yoga	Mariana Fischer-Militaru	\$89	60/40
Make up Artist Business	Michelle Jackson	\$125	60/40
Beauty Trends: Make up Workshop	Michelle Jackson	\$65	60/40
Adult Lap Swim	Premier Swim	\$99	50/50
Adult Water Aerobics	Premier Swim	\$99	50/50
Total Body Strength Training	Thomas Foroughi	\$125	\$35/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2017

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Language</i>			
Conversational Spanish	Alpine Tutoring	\$69	\$38/hour
Spanish at Work	Alpine Tutoring	\$69	\$38/hour
Italian for Travelers Part I & Part II	Alpine Tutoring	\$69	\$38/hour
Online Courses	Education To Go	Varied	Varied
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	TBD
English Language Program (ELP)	TBD	\$862-\$3,450	TBD
English Language Program (ELP)	Uyen W. Dinh	\$862-\$3,450	TBD
English Language Program (ELP)	Yolanda Villa	\$862-\$3,450	TBD
<i>Money Matters</i>			
ABC's of Medicare & Social Security	Chuck Rowan	\$15	60/40
Baby Boomer Retirement Course	Chuck Rowan	\$39	60/40
Re-Energize your Retirement	Chuck Rowan	\$39	60/40
Online Courses	Education To Go	Varied	Varied
Estate Planning for Everyone	Jalon O'Connell	\$29	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Understanding Stocks and Bonds	Jalon O'Connell	\$45	No Charge
Retirement Planning – Your Way the Right Way	Pinnacle Financial	\$39/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
Retirement Made Easy	Pure Financial Advisors	\$49	No Charge
How to Live, Work or Retire Abroad Affordably	Robert Cohen	\$39	50/50
<i>Music</i>			
Online Courses	Education To Go	Varied	Varied
Beginning Guitar	Ron Gorman	\$99	50/50
Finger Style Guitar	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<i>Personal Enrichment</i>			
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Overcome Anxiety & Panic Forever!	Nick Lazaris	\$29	60/40
Assertiveness Skills for Toxic Relationships	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Online Courses	Education To Go	Varied	Varied
Identify Your Perfect Career	Sue Montelone	\$39	60/40
<i>Real Estate</i>			
Real Estate Investment	Gustavo A. Duran	TBD	TBD
Real Estate License Prep	Alana Gates	\$25	60/40
Online Courses	Education To Go	Varied	Varied
How to Sell Residential Real Estate	TBD	\$49	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2017

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Special Interest</i>			
Online Courses	Education To Go	Varied	Varied
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$189	50/50
Night Photography Magic	Julie Diebolt Price	\$30	50/50
Outdoor Photography at Tucker Wildlife	Julie Diebolt Price	\$39	50/50
Photography –Shoot & Show	Julie Diebolt Price	\$179	50/50
Photography –Student Review	Julie Diebolt Price	\$19	50/50
Sunrise at Bolsa Chica	Julie Diebolt Price	\$39	50/50
Unleash the Power of your iPhone	Julie Diebolt Price	\$59	50/50
Wildlife Photography at San Joaquin Marsh	Julie Diebolt Price	\$39	50/50
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Your Personal Destiny Revealed	Kim-Yen Gil	\$39	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
CPR	Sabrina Bradley	\$25	60/40
<i>Test Preparation</i>			
Math Tutoring	Alicia Frost	\$20	50/50
Online Courses	Education To Go	Varied	Varied
NEW SAT Preparation	Alpine Tutoring	\$99	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$45	50/50
<i>Travel</i>			
Olive the Best	Good Times Travel	\$79	Varied
That's Amore	Good Times Travel	\$99	Varied
Christmas in the Castle	Good Times Travel	\$99	Varied
Christmas at Wonder Valley	Good Times Travel	\$899/\$1,199	Varied
San Antonio Christmas	Good Times Travel	\$999/\$1,349	Varied

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College - Academic Affairs

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Renewal of Memorandum of Understanding between Rancho Santiago Community College District (RSCCD) and Pacific Clinics' Recovery Education Institute (REI)	
Action:	Request for Approval	

BACKGROUND

Pacific Clinics' Recovery Education Institute (REI), in Orange County, is a training institute focused on higher education specifically geared toward individuals with mental illness lived experience and their family members. REI provides a wide array of educational training services that support REI-enrolled students to advance their education, as well as assist them to successfully transition to other educational settings.

ANALYSIS

The attached Memorandum of Understanding between RSCCD and REI outlines procedural guidelines and responsibilities for each institution. Santiago Canyon College will provide academic credit courses through contract education (non-apportionment generating courses) to Pacific Clinics' Recovery Education Institute students located at the REI facility, 401 South Tustin Avenue, Orange, California, 92866.

The MOU covers the period of July 18, 2017 through June 30, 2018.

RECOMMENDATION

It is recommended that the Board of Trustees Approve the Renewal of Memorandum of Understanding between Rancho Santiago Community College District (RSCCD) and Pacific Clinics' Recovery Education Institute (REI)

Fiscal Impact:	Revenue, not to exceed \$48,250.00	Board Date: July 17, 2017
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

AGREEMENT FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES
BETWEEN
SANTIAGO CANYON COLLEGE
AND
PACIFIC CLINICS
2017-2018 Academic Year

THIS AGREEMENT, entered into this 18th day of July, 2017, which date is enumerated for purposes of reference only, is by and between **Pacific Clinics**, hereinafter referred to as "PROVIDER," and **Rancho Santiago Community College District on behalf of Santiago Canyon College**, hereinafter referred to as "SUBCONTRACTOR"

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Recovery Education Institute services to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR for the provision of Educational Courses for college credit described herein to the residents of Orange County; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of, the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in writing and formally approved by PROVIDER.
SUBCONTRACTOR

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR per semester in arrears, actual costs of services provided as identified herein, according to the cost of each individual course up to a maximum obligation of **\$48,250**, as referenced in Exhibit B, and any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations as referenced in Exhibit A, up to a maximum obligation of \$10,000.

Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by REI.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this Agreement, except as set forth in Exhibit B to this Agreement

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination as specified in the Termination Paragraph of this Agreement Notice shall be deemed served on the date of mailing.

D. PROVIDER and SUBCONTRACTOR may mutually agree, in writing, to modify the Compensation Paragraph of this Agreement.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - COUNTY has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER has the option to adhere to COUNTY's Compliance Program or establish its own provided it has been approved and accepted by COUNTY's Compliance Officer.

2. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the Compliance Program and Code of Conduct approved by COUNTY's and relevant policies and procedures relating to the Compliance Program, which is located at the following website:

[http://www1.ochca.com/ochealthinfo.com/training/compliance/.](http://www1.ochca.com/ochealthinfo.com/training/compliance/)

3. PROVIDER shall make Compliance Training, approved by COUNTY, available to SUBCONTRACTOR Such training shall be made available to SUBCONTRATOR within thirty (30) calendar days of employment or engagement, and annually thereafter.

4. Upon approval of PROVIDER's Compliance Program by COUNTY's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

B. SUBCONTRACTOR's personnel shall hold and maintain during the performance of this Agreement any and all applicable licenses, permits, and/or certificates necessary for performance of the services under this Agreement, and shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all SUBCONTRACTOR'S policies, rules, and procedures in the performance of the services under this Agreement. Per Education Code Sections 87013 and 88024, all permanent employees of SUBCONTRACTOR shall be fingerprinted within ten working days of employment In addition, all SUBCONTRACTOR'S part-time instructors shall also be fingerprinted within ten working days of employment.

4. CONFIDENTIALITY

A SUBCONTRACTOR shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.

I. SUBCONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients, and family members of clients, of the COUNTY Mental Health services system, and therefore it may be necessary for authorized staff of COUNTY and/or PROVIDER to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. SUBCONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by SUBCONTRACTOR pursuant to this Agreement. Such consents shall be obtained by SUBCONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, SUBCONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. SUBCONTRACTOR agrees to implement administrative, physical and technical safeguards, that reasonably and appropriately protect the confidentiality integrity, and availability of all confidential information that it creates, receives maintains or transmits. SUBCONTRACTOR shall provide PROVIDER with information concerning such safeguards.

C. SUBCONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to SUBCONTRACTOR, in violation of the applicable state and federal regulations regarding confidentiality. SUBCONTRACTOR shall report to PROVIDER any issues regarding confidentiality.

5. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

6. CONFLICT OF INTEREST

A The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore

warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer consumers or accept consumer referrals to his or her private practice or for any professional clinical services.

7. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations or assign the rights hereunder, either in whole or in part without prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

8. INDEMNIFICATION

A. All 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 the 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 or intentional acts of the non-indemnifying party or any of its agents or employees.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations.

9. INSPECTIONS AND AUDITS

A. PROVIDER, COUNTY, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in

Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and COUNTY in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or COUNTY.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and COUNTY a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement

10. LICENSES AND LAW

A. SUBCONTRACTOR shall throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed

11. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by SUBCONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and COUNTY before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the internet

B. Any advertisement through radio, television broadcast, or the internet for educational or promotional purposes, made by SUBCONTRACTOR for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and ADMINSTRATOR.

C. If SUBCONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other public available social media sites) in support of the services described within this Agreement, SUBCONTRACTOR shall develop social media policies and procedures and have them available to PROVIDER and COUNTY upon reasonable notice. SUBCONTRACTOR shall inform PROVIDER and COUNTY of all forms of social media used to either directly or indirectly support the services described within this Agreement. SUBCONTRACTOR shall comply with COUNTY Social Media Use P&P as they pertain to any social media developed in support of the services described within this Agreement. SUBCONTRACTOR shall also include any required funding statement information on social media when required by PROVIDER and COUNTY.

D. Any information as described in the Literature, Advertisement, and Social Media Paragraph of this Agreement shall not imply endorsement by PROVIDER or COUNTY, unless PROVIDER and COUNTY consent thereto in writing.

12. NOTICES

Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

A. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of the Agreement or as otherwise directed by COUNTY and/or PROVIDER;

B. When faxed, transmission confirmed;

C. When sent by Email; or

D. When accepted by United States Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

13. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental invoices for any month that has not been fully paid

B. SUBCONTRACTOR'S invoices shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Payments are interim payments only, and subject to final settlement in accordance with the Expenditure Report Paragraph of this Agreement. Invoices are due at the end of each semester/term as noted in Exhibit B.

Payments to SUBCONTRACTOR should be released by PROVIDER no later than

twenty-one (21) calendar days after receipt of the correctly completed invoice form fails to comply with any provision of this Agreement.

C. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

D. PROVIDER and SUBCONTRACTOR may mutually agree, in writing, to modify the Payments Paragraph of this Agreement.

14. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PID in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PIT and/or PHI.

G. SUBCONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non- emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

H. SUBCONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

I. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the COUNTY.

J. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and COUNTY may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

K. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the COUNTY.

L. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. SUBCONTRACTOR shall provide PROVIDER and COUNTY all information that is requested by the PRA request.

15. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by SUBCONTRACTOR and PROVIDER, and shall be submitted by the 15th of each following month.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

C. SUBCONTRACTOR and PROVIDER may mutually agree, in writing to modify the Reports Paragraph of this Agreement.

16. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide Educational Advancement Related Courses services to PROVIDER for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A and Exhibit B of this Agreement.

17. SPECIAL PROVISIONS

A. SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official or making political contributions.

SUBCONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C., §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Supplanting current funding for existing services.

4. Fundraising.
5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for SUBCONTRACTOR's staff, volunteers, or members of the Board of Directors.
6. Reimbursement of SUBCONTRACTOR's members of the Board of Directors for expenses or services.
7. Making personal loans to SUBCONTRACTOR's staff: volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to SUBCONTRACTOR's staff.
8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov

B. Unless otherwise specified in advance and in writing by PROVIDER and COUNTY, SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for PROVIDER's clients.
5. Funding travel or training (excluding mileage or parking).
6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
7. Payment for grant writing, consultants, certified public accounting, or legal services.
8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to

the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TAX LIABILITY

SUBCONTRACTOR shall report all income and pay all applicable federal, state and local income taxes or similar levies as a result of any monies paid SUBCONTRACTOR s pursuant to this Agreement. SUBCONTRACTOR shall indemnify, defend and hold PROVIDER and COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from PROVIDER or COUNTY any such monies, penalties, and/or interests imposed resulting from any failure of SUBCONTRACTOR to comply with the provisions of this paragraph.

20. TERM

The term of this Agreement shall commence on **July 18, 2017**, or the execution date and terminate no later than **June 30, 2018**; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

21. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and,

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, PROVIDER may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given SUBCONTRACTOR. If PROVIDER elects to renegotiate this Agreement due to reduced or terminated funding, SUBCONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination SUBCONTRACTOR shall do the following:

1. Comply with termination instructions provided by PROVIDER in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from PROVIDER of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, SUBCONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of PROVIDER.

f. The rights and remedies of PROVIDER provided in this Termination Paragraph of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

22. WAIVER OF DEFAULT TO BREACH

Waiver by PROVIDER of any default of breach by SUBCONTRACTOR shall not be considered a waiver of any subsequent default or breach. Waiver by PROVIDER of any default or any breach by SUBCONTRACTOR shall not be considered a modification of the terms of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

Signature _____

Peter J. Hardash **Date**
Vice Chancellor
Business Operations/Fiscal Services

Name of Organization: **Rancho Santiago Community College District on behalf of Santiago Canyon College**

Address: 8045 East Chapman
Orange, CA 92869

Signature _____

Sue Shearer, LCSW **Date**
Senior Vice President

Name of Organization: **Pacific Clinics**

Address: 800 South Santa Anita Avenue
Arcadia, CA 91006

EXHIBIT A

To the Agreement for Provision of
Educational Advancement College Credit Courses Services
Between Pacific Clinics

And

Rancho Santiago Community College District on behalf of
Santiago Canyon College
2017-2018 Academic Year

SUBCONTRACTOR shall provide the following services in accordance with the terms and conditions pursuant to the Agreement between PACIFIC CLINICS and Santiago Canyon College:

TYPES OF SERVICES: Educational Advancement College Credit Courses

SUBCONTRACTOR will ensure its employees of the Recovery Education Institute (REI) Program Agreement provide the following services in accordance with the terms and conditions pursuant to the Agreement between the COUNTY and PROVIDER:

Santiago Canyon College will:

(1) Provide the mutually agreed upon college credit course(s) for the Academic semester beginning on

July 18, 2017.

(2) Provide college-accredited Faculty to teach the above course(s) at the REI Campus.

(3) Provide for credit courses to up to (30) REI students, per credit course, per semester. Students must be residents of California.

(4) Initiate a facilitated enrollment process for REI students that does not require Matriculation fees or any other student fees (optional health, student ID fees may be considered), exclusive of textbooks and classroom material fees.

Pacific Clinics will:

(1) Pay Santiago Canyon College a flat fee per course as follows: \$1500 for courses with 18 hours of instruction, \$3,000 for courses with 36 hours of instruction, \$5,000 for courses with 54 hours of instruction, \$6,500 for courses with 72 hours of instruction and \$8,000 for courses with 90 hours of instruction during any instructional term for the 2017-2018 Academic Year.

(2) Adhere to Santiago Canyon College's Academic schedules.

(3 REI to cover any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations, up to a maximum obligation of \$10,000, to be amended if additional accommodations are required for Santiago Community College to comply with ADA Section 4 legal requirements. Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by REI.

(4) Coordinate collaborative meetings on a regular basis (or as needed) with Santiago Canyon College's Designee to ensure continued quality and seamless educational services provided to REI and Santiago Canyon College students.

Additional contract details:

There will be a registration/enrollment/assessment for course placement process for REI students jointly coordinated by Pacific Clinics and Santiago Canyon College designated staff.

EXHIBIT B
2017-2018 Academic Year

I. BUDGET

Santiago Canyon College

Cost per course: \$1,500 for courses with 18 hours of instruction
 \$3,000 for courses with 36 hours of instruction
 \$4,500 for courses with 54 hours of instruction
 \$6,000 for courses with 72 hours of instruction
 \$7,500 for courses with 90 hours of instruction

Number of Students: Up to 30
Number of units per course: 1-5

Total: Not to exceed \$48,250

**COURSE DESCRIPTIONS 2017- TBD from Santiago Canyon
College Course Catalog**

The courses offered by Santiago Canyon College are mutually identified and selected and may be applicable toward a college degree or certificate, depending on the course.

II. JOB DESCRIPTIONS Link on Santiago Canyon College site for job descriptions located at:
<http://www.rsccd.edu/Employment/Pages/Employment>

Rancho Santiago Comm Coll District

Board Meeting of 07/17/17

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64742	General Fund Unrestricted	0.00	5,310.00	-5,310.00	92*0482386	92*0482386
64808	General Fund Unrestricted	0.00	514.00	-514.00	92*0483693	92*0483708
64918	General Fund Unrestricted	0.00	600.00	-600.00	92*0485328	92*0485328
64998	General Fund Unrestricted	0.00	700.00	-700.00	92*0486344	92*0486344
65016	General Fund Unrestricted	0.00	552.00	-552.00	92*0486608	92*0486608
65105	General Fund Unrestricted	33,296.78	0.00	33,296.78	92*0488064	92*0488079
65106	General Fund Unrestricted	14,036.07	0.00	14,036.07	92*0488080	92*0488107
65107	General Fund Unrestricted	55,704.93	0.00	55,704.93	92*0488113	92*0488145
65108	General Fund Unrestricted	10,875.02	0.00	10,875.02	92*0488146	92*0488162
65109	General Fund Unrestricted	295.91	0.00	295.91	92*0488178	92*0488178
65113	General Fund Unrestricted	25,194.69	0.00	25,194.69	92*0488191	92*0488233
65114	General Fund Unrestricted	25,934.89	0.00	25,934.89	92*0488234	92*0488263
65115	General Fund Unrestricted	24,243.40	552.00	23,691.40	92*0488266	92*0488373
65117	General Fund Unrestricted	19,076.46	0.00	19,076.46	92*0488377	92*0488400
65120	General Fund Unrestricted	95,972.68	1,776.90	94,195.78	92*0488413	92*0488431
65121	General Fund Unrestricted	27.98	0.00	27.98	92*0488455	92*0488455
65124	General Fund Unrestricted	5,179.84	0.00	5,179.84	92*0488485	92*0488506
65126	General Fund Unrestricted	420.00	0.00	420.00	92*0488529	92*0488529
65127	General Fund Unrestricted	21,353.55	0.00	21,353.55	92*0488545	92*0488567
65131	General Fund Unrestricted	9,491.61	0.00	9,491.61	92*0488584	92*0488616
65132	General Fund Unrestricted	64.00	0.00	64.00	92*0488643	92*0488643
65133	General Fund Unrestricted	21,769.09	0.00	21,769.09	92*0488658	92*0488686
65138	General Fund Unrestricted	15,958.77	0.00	15,958.77	92*0488701	92*0488728
65140	General Fund Unrestricted	9,198.69	0.00	9,198.69	92*0488758	92*0488767
65141	General Fund Unrestricted	9,252.60	0.00	9,252.60	92*0488770	92*0488836
65142	General Fund Unrestricted	7,627.34	0.00	7,627.34	92*0488839	92*0488862
65147	General Fund Unrestricted	22,592.74	0.00	22,592.74	92*0488872	92*0488884
65148	General Fund Unrestricted	27,000.00	0.00	27,000.00	92*0488887	92*0488888
65151	General Fund Unrestricted	2,057,457.78	0.00	2,057,457.78	92*0488896	92*0488906
65152	General Fund Unrestricted	129,197.97	0.00	129,197.97	92*0488907	92*0488914
65155	General Fund Unrestricted	11,906.47	0.00	11,906.47	92*0488927	92*0488959
65156	General Fund Unrestricted	3,617.79	0.00	3,617.79	92*0488960	92*0488972
65157	General Fund Unrestricted	801.50	12.53	788.97	92*0488992	92*0489003
65158	General Fund Unrestricted	345.15	0.00	345.15	92*0489022	92*0489030
65161	General Fund Unrestricted	169,011.05	0.00	169,011.05	92*0489063	92*0489090
65162	General Fund Unrestricted	18,940.47	0.00	18,940.47	92*0489093	92*0489122
65163	General Fund Unrestricted	2,301.00	0.00	2,301.00	92*0489124	92*0489155
65164	General Fund Unrestricted	9,668.00	0.00	9,668.00	92*0489156	92*0489156
65167	General Fund Unrestricted	9,602.16	0.00	9,602.16	92*0489171	92*0489184
65168	General Fund Unrestricted	2,214.52	0.00	2,214.52	92*0489191	92*0489193
65169	General Fund Unrestricted	13,697.61	0.00	13,697.61	92*0489194	92*0489224

Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65170	General Fund Unrestricted	14,452.90	0.00	14,452.90	92*0489225	92*0489251
65174	General Fund Unrestricted	2,226.72	0.00	2,226.72	92*0489281	92*0489298
65175	General Fund Unrestricted	23,000.00	0.00	23,000.00	92*0489305	92*0489305
65179	General Fund Unrestricted	406.60	0.00	406.60	92*0489331	92*0489342
65180	General Fund Unrestricted	4,456.63	0.00	4,456.63	92*0489349	92*0489363
65181	General Fund Unrestricted	3,489.30	0.00	3,489.30	92*0489368	92*0489381
65182	General Fund Unrestricted	106,240.78	0.00	106,240.78	92*0489384	92*0489424
65186	General Fund Unrestricted	5,885.18	0.00	5,885.18	92*0489446	92*0489460
65187	General Fund Unrestricted	186.51	0.00	186.51	92*0489467	92*0489477
65188	General Fund Unrestricted	14,755.56	0.00	14,755.56	92*0489483	92*0489511
65190	General Fund Unrestricted	191,117.98	0.00	191,117.98	92*0489529	92*0489564
65194	General Fund Unrestricted	55,403.69	0.00	55,403.69	92*0489580	92*0489597
65195	General Fund Unrestricted	15,381.60	0.00	15,381.60	92*0489613	92*0489626
65196	General Fund Unrestricted	356,859.60	0.00	356,859.60	92*0489634	92*0489657
65197	General Fund Unrestricted	47.00	0.00	47.00	92*0489664	92*0489665
65199	General Fund Unrestricted	110,837.39	0.00	110,837.39	92*0489685	92*0489713
65200	General Fund Unrestricted	894.70	0.00	894.70	92*0489722	92*0489727
65201	General Fund Unrestricted	224,412.68	0.00	224,412.68	92*0489755	92*0489766
65202	General Fund Unrestricted	12,884.38	0.00	12,884.38	92*0489769	92*0489783
65203	General Fund Unrestricted	298,511.52	0.00	298,511.52	92*0489784	92*0489830
65206	General Fund Unrestricted	29,145.21	0.00	29,145.21	92*0489837	92*0489850
65207	General Fund Unrestricted	32,772.65	0.00	32,772.65	92*0489852	92*0489879
65208	General Fund Unrestricted	163,982.26	0.00	163,982.26	92*0489883	92*0489907
65209	General Fund Unrestricted	3,348.50	0.00	3,348.50	92*0489910	92*0489943
65216	General Fund Unrestricted	213,268.86	0.00	213,268.86	92*0489966	92*0489997
65217	General Fund Unrestricted	3,686.61	0.00	3,686.61	92*0490006	92*0490029
65219	General Fund Unrestricted	6,069.36	0.00	6,069.36	92*0490070	92*0490070
65221	General Fund Unrestricted	191,030.66	0.00	191,030.66	92*0490073	92*0490086
Total Fund 11 General Fund Unrestricted		\$4,968,083.34	\$10,017.43	\$4,958,065.91		

Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64907	General Fund Restricted	0.00	937.49	-937.49	92*0485114	92*0485115
64910	General Fund Restricted	0.00	3,822.50	-3,822.50	92*0485151	92*0485151
65033	General Fund Restricted	0.00	4,900.00	-4,900.00	92*0486968	92*0486968
65040	General Fund Restricted	0.00	700.00	-700.00	92*0487076	92*0487076
65063	General Fund Restricted	0.00	156.32	-156.32	92*0487456	92*0487456
65075	General Fund Restricted	0.00	142,345.46	-142,345.46	92*0487589	92*0487589
65083	General Fund Restricted	0.00	121.45	-121.45	92*0487730	92*0487730
65100	General Fund Restricted	0.00	1,600.00	-1,600.00	92*0488020	92*0488020
65105	General Fund Restricted	1,852.51	0.00	1,852.51	92*0488065	92*0488071
65106	General Fund Restricted	35,914.30	0.00	35,914.30	92*0488081	92*0488108
65107	General Fund Restricted	64,649.49	0.00	64,649.49	92*0488109	92*0488144
65108	General Fund Restricted	28,655.66	0.00	28,655.66	92*0488147	92*0488170
65109	General Fund Restricted	5,245.59	0.00	5,245.59	92*0488172	92*0488186
65113	General Fund Restricted	19,583.79	0.00	19,583.79	92*0488195	92*0488232
65114	General Fund Unrestricted	52,521.31	0.00	52,521.31	92*0488235	92*0488265
65117	General Fund Restricted	422,383.67	0.00	422,383.67	92*0488378	92*0488396
65120	General Fund Restricted	16,480.54	0.00	16,480.54	92*0488417	92*0488419
65121	General Fund Restricted	21,962.59	492.48	21,470.11	92*0488432	92*0488476
65124	General Fund Restricted	168,636.14	0.00	168,636.14	92*0488494	92*0488504
65125	General Fund Restricted	72,202.40	0.00	72,202.40	92*0488507	92*0488522
65126	General Fund Restricted	54,820.08	0.00	54,820.08	92*0488523	92*0488544
65127	General Fund Unrestricted	75,119.99	0.00	75,119.99	92*0488551	92*0488566
65131	General Fund Restricted	885.03	0.00	885.03	92*0488581	92*0488600
65132	General Fund Restricted	10,716.03	0.00	10,716.03	92*0488617	92*0488657
65133	General Fund Restricted	10,291.09	0.00	10,291.09	92*0488659	92*0488682
65138	General Fund Restricted	26,916.97	0.00	26,916.97	92*0488702	92*0488729
65139	General Fund Restricted	86,779.45	0.00	86,779.45	92*0488730	92*0488755
65140	General Fund Restricted	13,915.34	0.00	13,915.34	92*0488759	92*0488768
65142	General Fund Restricted	85,105.43	0.00	85,105.43	92*0488837	92*0488857
65147	General Fund Restricted	21,580.88	0.00	21,580.88	92*0488870	92*0488886
65148	General Fund Restricted	9,462.67	0.00	9,462.67	92*0488890	92*0488893
65155	General Fund Restricted	87,530.27	0.00	87,530.27	92*0488921	92*0488957
65156	General Fund Restricted	34,137.31	0.00	34,137.31	92*0488961	92*0488985
65157	General Fund Restricted	23,831.56	0.00	23,831.56	92*0488986	92*0489000
65158	General Fund Restricted	83,042.28	0.00	83,042.28	92*0489004	92*0489047
65161	General Fund Restricted	32,427.60	0.00	32,427.60	92*0489062	92*0489092
65162	General Fund Restricted	118,913.06	0.00	118,913.06	92*0489096	92*0489123
65167	General Fund Restricted	2,689.17	0.00	2,689.17	92*0489175	92*0489183
65168	General Fund Restricted	62,573.43	0.00	62,573.43	92*0489185	92*0489192
65169	General Fund Restricted	728,617.47	0.00	728,617.47	92*0489195	92*0489221
65170	General Fund Restricted	27,866.37	0.00	27,866.37	92*0489232	92*0489250

Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65174	General Fund Restricted	34,665.78	0.00	34,665.78	92*0489275	92*0489299
65175	General Fund Restricted	34,016.48	0.00	34,016.48	92*0489300	92*0489304
65179	General Fund Restricted	3,423.26	0.00	3,423.26	92*0489324	92*0489348
65180	General Fund Restricted	8,586.98	0.00	8,586.98	92*0489351	92*0489367
65181	General Fund Restricted	7,895.70	0.00	7,895.70	92*0489377	92*0489378
65182	General Fund Restricted	87,959.03	0.00	87,959.03	92*0489383	92*0489422
65186	General Fund Restricted	1,568.78	0.00	1,568.78	92*0489447	92*0489461
65187	General Fund Restricted	30,788.15	0.00	30,788.15	92*0489462	92*0489482
65188	General Fund Restricted	93,513.42	0.00	93,513.42	92*0489487	92*0489512
65189	General Fund Restricted	36,676.11	0.00	36,676.11	92*0489513	92*0489528
65190	General Fund Restricted	38,203.65	0.00	38,203.65	92*0489530	92*0489561
65194	General Fund Restricted	46,879.90	0.00	46,879.90	92*0489583	92*0489609
65195	General Fund Restricted	23,787.39	0.00	23,787.39	92*0489610	92*0489633
65196	General Fund Restricted	53,062.35	0.00	53,062.35	92*0489635	92*0489663
65199	General Fund Restricted	36,261.47	0.00	36,261.47	92*0489686	92*0489720
65200	General Fund Restricted	11,561.35	0.00	11,561.35	92*0489721	92*0489750
65201	General Fund Restricted	2,167.97	0.00	2,167.97	92*0489753	92*0489768
65202	General Fund Restricted	13,595.46	0.00	13,595.46	92*0489770	92*0489781
65203	General Fund Restricted	26,414.22	0.00	26,414.22	92*0489785	92*0489827
65206	General Fund Restricted	21,680.63	0.00	21,680.63	92*0489838	92*0489851
65207	General Fund Restricted	51,812.23	0.00	51,812.23	92*0489860	92*0489882
65208	General Fund Restricted	27,812.51	0.00	27,812.51	92*0489892	92*0489909
65216	General Fund Restricted	32,048.84	0.00	32,048.84	92*0489970	92*0490004
65217	General Fund Restricted	51,591.26	0.00	51,591.26	92*0490007	92*0490035
65218	General Fund Restricted	18,262.36	0.00	18,262.36	92*0490036	92*0490056
65219	General Fund Restricted	3,074.22	0.00	3,074.22	92*0490057	92*0490071
65221	General Fund Restricted	113,160.01	0.00	113,160.01	92*0490074	92*0490077

Total Fund 12 General Fund Restricted	<u>\$3,417,778.98</u>	<u>\$155,075.70</u>	<u>\$3,262,703.28</u>
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Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65107	GF Unrestricted One-Time Func	766.75	0.00	766.75	92*0488137	92*0488137
65108	GF Unrestricted One-Time Func	3,913.53	0.00	3,913.53	92*0488153	92*0488167
65109	GF Unrestricted One-Time Func	24,907.99	0.00	24,907.99	92*0488171	92*0488185
65113	GF Unrestricted One-Time Func	55,686.83	0.00	55,686.83	92*0488202	92*0488229
65117	GF Unrestricted One-Time Func	22,662.76	0.00	22,662.76	92*0488383	92*0488394
65120	GF Unrestricted One-Time Func	43,204.90	0.00	43,204.90	92*0488414	92*0488415
65121	GF Unrestricted One-Time Func	55,321.56	0.00	55,321.56	92*0488433	92*0488473
65124	GF Unrestricted One-Time Func	799.00	0.00	799.00	92*0488486	92*0488486
65126	GF Unrestricted One-Time Func	2,812.28	0.00	2,812.28	92*0488530	92*0488530
65127	General Fund Unrestricted	775.44	0.00	775.44	92*0488557	92*0488557
65131	General Fund Unrestricted	1,341.97	0.00	1,341.97	92*0488596	92*0488610
65133	GF Unrestricted One-Time Func	5,223.43	0.00	5,223.43	92*0488660	92*0488661
65138	GF Unrestricted One-Time Func	9,000.00	0.00	9,000.00	92*0488723	92*0488723
65139	GF Unrestricted One-Time Func	1,849.47	0.00	1,849.47	92*0488731	92*0488751
65140	GF Unrestricted One-Time Func	59,601.64	0.00	59,601.64	92*0488756	92*0488769
65147	GF Unrestricted One-Time Func	11,815.43	0.00	11,815.43	92*0488881	92*0488881
65148	GF Unrestricted One-Time Func	3,000.00	0.00	3,000.00	92*0488889	92*0488889
65155	GF Unrestricted One-Time Func	3,444.09	0.00	3,444.09	92*0488939	92*0488954
65158	GF Unrestricted One-Time Func	54,296.11	0.00	54,296.11	92*0489018	92*0489043
65161	GF Unrestricted One-Time Func	188,772.38	0.00	188,772.38	92*0489068	92*0489082
65168	GF Unrestricted One-Time Func	1,495.00	0.00	1,495.00	92*0489188	92*0489188
65169	GF Unrestricted One-Time Func	7,433.37	0.00	7,433.37	92*0489197	92*0489211
65170	GF Unrestricted One-Time Func	1,386.39	0.00	1,386.39	92*0489235	92*0489249
65174	GF Unrestricted One-Time Func	5,212.10	0.00	5,212.10	92*0489280	92*0489287
65180	GF Unrestricted One-Time Func	11,660.23	0.00	11,660.23	92*0489350	92*0489357
65181	General Fund Unrestricted	4,030.76	0.00	4,030.76	92*0489382	92*0489382
65182	GF Unrestricted One-Time Func	76,665.65	0.00	76,665.65	92*0489387	92*0489421
65187	GF Unrestricted One-Time Func	90.20	0.00	90.20	92*0489471	92*0489471
65189	GF Unrestricted One-Time Func	26,078.00	0.00	26,078.00	92*0489521	92*0489522
65190	GF Unrestricted One-Time Func	34,813.85	0.00	34,813.85	92*0489539	92*0489554
65194	GF Unrestricted One-Time Func	104,447.35	0.00	104,447.35	92*0489579	92*0489579
65195	General Fund Unrestricted	179,528.77	0.00	179,528.77	92*0489614	92*0489621
65196	GF Unrestricted One-Time Func	74,227.76	0.00	74,227.76	92*0489647	92*0489648
65199	GF Unrestricted One-Time Func	6,088.96	0.00	6,088.96	92*0489701	92*0489701
65200	General Fund Unrestricted	11,057.27	0.00	11,057.27	92*0489728	92*0489744
65201	GF Unrestricted One-Time Func	65,736.69	0.00	65,736.69	92*0489751	92*0489763
65202	GF Unrestricted One-Time Func	142,143.40	0.00	142,143.40	92*0489778	92*0489782
65203	GF Unrestricted One-Time Func	16,389.49	0.00	16,389.49	92*0489805	92*0489831
65207	GF Unrestricted One-Time Func	20,232.39	0.00	20,232.39	92*0489854	92*0489869
65208	General Fund Restricted	36,060.00	0.00	36,060.00	92*0489900	92*0489903
65211	GF Unrestricted One-Time Func	12,528.00	0.00	12,528.00	92*0489945	92*0489945

Checks Written for Period 06/01/17 Thru 07/03/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65216	GF Unrestricted One-Time Func	304,382.17	0.00	304,382.17	92*0489967	92*0490005
65217	General Fund Unrestricted	24,139.27	0.00	24,139.27	92*0490008	92*0490027
65218	GF Unrestricted One-Time Func	4,789.49	0.00	4,789.49	92*0490053	92*0490053
65219	GF Unrestricted One-Time Func	67,730.54	0.00	67,730.54	92*0490060	92*0490061
Total Fund 13 GF Unrestricted One-Time		<u>\$1,787,542.66</u>	<u>\$0.00</u>	<u>\$1,787,542.66</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65104	Child Development Fund	763.13	0.00	763.13	92*0488061	92*0488063
65112	Child Development Fund	963.76	0.00	963.76	92*0488190	92*0488190
65116	Child Development Fund	1,349.55	0.00	1,349.55	92*0488374	92*0488376
65119	Child Development Fund	7,184.91	0.00	7,184.91	92*0488402	92*0488412
65123	Child Development Fund	4,242.69	0.00	4,242.69	92*0488479	92*0488484
65130	Child Development Fund	357.43	0.00	357.43	92*0488570	92*0488580
65137	Child Development Fund	2,255.93	0.00	2,255.93	92*0488695	92*0488700
65154	Child Development Fund	8,588.52	0.00	8,588.52	92*0488917	92*0488920
65160	Child Development Fund	5,212.97	0.00	5,212.97	92*0489051	92*0489061
65166	Child Development Fund	1,042.99	0.00	1,042.99	92*0489158	92*0489170
65173	Child Development Fund	170.11	0.00	170.11	92*0489274	92*0489274
65178	Child Development Fund	4,722.17	0.00	4,722.17	92*0489317	92*0489323
65185	Child Development Fund	3,059.58	0.00	3,059.58	92*0489438	92*0489445
65193	Child Development Fund	5,760.76	0.00	5,760.76	92*0489569	92*0489578
65198	Child Development Fund	12,546.87	0.00	12,546.87	92*0489666	92*0489684
65215	Child Development Fund	3,895.21	0.00	3,895.21	92*0489958	92*0489965
65220	Child Development Fund	250.00	0.00	250.00	92*0490072	92*0490072
Total Fund 33 Child Development Fund		\$62,366.58	\$0.00	\$62,366.58		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65103	Capital Outlay Projects Fund	26,541.10	5,560.30	20,980.80	92*0488059	92*0488060
65111	Capital Outlay Projects Fund	16,573.11	0.00	16,573.11	92*0488188	92*0488189
65118	Capital Outlay Projects Fund	2,481.24	0.00	2,481.24	92*0488401	92*0488401
65129	Capital Outlay Projects Fund	3,530.27	0.00	3,530.27	92*0488569	92*0488569
65136	Capital Outlay Projects Fund	156,551.97	0.00	156,551.97	92*0488689	92*0488694
65146	Capital Outlay Projects Fund	17,977.50	0.00	17,977.50	92*0488867	92*0488869
65150	Capital Outlay Projects Fund	145,320.88	0.00	145,320.88	92*0488895	92*0488895
65153	Capital Outlay Projects Fund	29,115.00	0.00	29,115.00	92*0488915	92*0488916
65159	Capital Outlay Projects Fund	1,716.75	0.00	1,716.75	92*0489048	92*0489050
65165	Capital Outlay Projects Fund	1,643.03	0.00	1,643.03	92*0489157	92*0489157
65172	Capital Outlay Projects Fund	1,287,084.74	643,542.37	643,542.37	92*0489256	92*0489273
65177	Capital Outlay Projects Fund	39,595.87	0.00	39,595.87	92*0489313	92*0489316
65184	Capital Outlay Projects Fund	100,332.33	0.00	100,332.33	92*0489426	92*0489437
65192	Capital Outlay Projects Fund	54,121.00	0.00	54,121.00	92*0489566	92*0489568
65205	Capital Outlay Projects Fund	23,048.00	0.00	23,048.00	92*0489833	92*0489836
65210	Capital Outlay Projects Fund	20,980.80	0.00	20,980.80	92*0489944	92*0489944
65214	Capital Outlay Projects Fund	106,552.68	0.00	106,552.68	92*0489954	92*0489957
Total Fund 41 Capital Outlay Projects Fun		<u>\$2,033,166.27</u>	<u>\$649,102.67</u>	<u>\$1,384,063.60</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65102	Bond Fund, Measure Q	40,830.00	0.00	40,830.00	92*0488058	92*0488058
65122	Bond Fund, Measure Q	47,920.19	0.00	47,920.19	92*0488477	92*0488478
65128	Bond Fund, Measure Q	1,831.08	0.00	1,831.08	92*0488568	92*0488568
65135	Bond Fund, Measure Q	26,100.00	0.00	26,100.00	92*0488688	92*0488688
65145	Bond Fund, Measure Q	34,537.70	0.00	34,537.70	92*0488865	92*0488866
65171	Bond Fund, Measure Q	5,886,764.46	0.00	5,886,764.46	92*0489252	92*0489255
65176	Bond Fund, Measure Q	241,300.78	0.00	241,300.78	92*0489306	92*0489312
65183	Bond Fund, Measure Q	2,135.00	0.00	2,135.00	92*0489425	92*0489425
65204	Bond Fund, Measure Q	68,120.00	0.00	68,120.00	92*0489832	92*0489832
65213	Bond Fund, Measure Q	243,114.29	0.00	243,114.29	92*0489947	92*0489953
Total Fund 43 Bond Fund, Measure Q		\$6,592,653.50	\$0.00	\$6,592,653.50		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65134	Property and Liability Fund	938.13	0.00	938.13	92*0488687	92*0488687
65144	Property and Liability Fund	15.83	0.00	15.83	92*0488864	92*0488864
65191	Property and Liability Fund	5,120.76	0.00	5,120.76	92*0489565	92*0489565
Total Fund 61 Property and Liability Fund		<u>\$6,074.72</u>	<u>\$0.00</u>	<u>\$6,074.72</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65110	Workers' Compensation Fund	6,428.97	0.00	6,428.97	92*0488187	92*0488187
65143	Workers' Compensation Fund	67.96	0.00	67.96	92*0488863	92*0488863
65149	Workers' Compensation Fund	28,147.30	0.00	28,147.30	92*0488894	92*0488894
65212	Workers' Compensation Fund	3,367.10	0.00	3,367.10	92*0489946	92*0489946
Total Fund 62 Workers' Compensation Fu		\$38,011.33	\$0.00	\$38,011.33		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,958,065.91
Total Fund 12 General Fund Restricted	3,262,703.28
Total Fund 13 GF Unrestricted One-Time Fund	1,787,542.66
Total Fund 33 Child Development Fund	62,366.58
Total Fund 41 Capital Outlay Projects Fund	1,384,063.60
Total Fund 43 Bond Fund, Measure Q	6,592,653.50
Total Fund 61 Property and Liability Fund	6,074.72
Total Fund 62 Workers' Compensation Fund	38,011.33
Grand Total:	<u><u>\$18,091,481.58</u></u>

Checks Written for Period 05/30/17 Thru 06/30/17

<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>
311706103	Bookstore Fund	8,998.24	0.00	8,998.24	31*0107967	31*0107972
311706210	Bookstore Fund	68,475.81	12,761.29	55,714.52	31*0107973	31*0107992
311706317	Bookstore Fund	37,045.85	0.00	37,045.85	31*0107993	31*0108016
311706424	Bookstore Fund	484.46	0.00	484.46	31*0108017	31*0108018
311706530	Bookstore Fund	38,508.33	0.00	38,508.33	31*0108019	31*0108043
Total Fund 31 Bookstore Fund		<u>\$153,512.69</u>	<u>\$12,761.29</u>	<u>\$140,751.40</u>		

Checks Written for Period 05/30/17 Thru 06/30/17

<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>
711706210	Associated Students Fund	4,117.39	0.00	4,117.39	71*0008018	71*0008022
711706424	Associated Students Fund	8,471.52	0.00	8,471.52	71*0008023	71*0008053
711706530	Associated Students Fund	15,450.30	0.00	15,450.30	71*0008054	71*0008073
Total Fund 71 Associated Students Fund		<u><u>\$28,039.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$28,039.21</u></u>		

Checks Written for Period 05/30/17 Thru 06/30/17

<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>
721706530	Representation Fee Trust Fund	1,191.06	0.00	1,191.06	72*0000113	72*0000115
Total Fund 72 Representation Fee Trust Fun		<u>\$1,191.06</u>	<u>\$0.00</u>	<u>\$1,191.06</u>		

Checks Written for Period 05/30/17 Thru 06/30/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761705531	Community Education Fund	12,341.70	0.00	12,341.70	76*0007170	76*0007178
761706210	Community Education Fund	185.54	0.00	185.54	76*0007179	76*0007180
761706424	Community Education Fund	26,715.99	0.00	26,715.99	76*0007181	76*0007187
761706530	Community Education Fund	14,350.74	0.00	14,350.74	76*0007188	76*0007199
Total Fund 76 Community Education Fund		<u>\$53,593.97</u>	<u>\$0.00</u>	<u>\$53,593.97</u>		

Checks Written for Period 05/30/17 Thru 06/30/17

<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>
791705531	Diversified Trust Fund	5,449.70	0.00	5,449.70	79*0020773	79*0020779
791706103	Diversified Trust Fund	6,022.99	0.00	6,022.99	79*0020780	79*0020780
791706210	Diversified Trust Fund	11,503.17	0.00	11,503.17	79*0020781	79*0020805
791706317	Diversified Trust Fund	49,459.42	0.00	49,459.42	79*0020806	79*0020813
791706424	Diversified Trust Fund	974.86	0.00	974.86	79*0020814	79*0020819
791706530	Diversified Trust Fund	19,974.25	0.00	19,974.25	79*0020820	79*0020836
Total Fund 79 Diversified Trust Fund		<u>\$93,384.39</u>	<u>\$0.00</u>	<u>\$93,384.39</u>		

Checks Written for Period 05/30/17 Thru 06/30/17

<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>
811705531	Diversified Agency Fund	7,475.27	0.00	7,475.27	81*0047750	81*0047770
811706210	Diversified Agency Fund	21,626.90	79.95	21,546.95	81*0047771	81*0047815
811706317	Diversified Agency Fund	25,138.75	83.47	25,055.28	81*0047816	81*0047845
811706424	Diversified Agency Fund	6,536.21	0.00	6,536.21	81*0047846	81*0047867
811706530	Diversified Agency Fund	35,426.13	11,600.36	23,825.77	81*0047868	81*0047905
Total Fund 81 Diversified Agency Fund		<u><u>\$96,203.26</u></u>	<u><u>\$11,763.78</u></u>	<u><u>\$84,439.48</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	140,751.40
Total Fund 71 Associated Students Fund	28,039.21
Total Fund 72 Representation Fee Trust Fund	1,191.06
Total Fund 76 Community Education Fund	53,593.97
Total Fund 79 Diversified Trust Fund	93,384.39
Total Fund 81 Diversified Agency Fund	84,439.48
Grand Total:	<u><u>\$401,399.51</u></u>

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

No. 4.2

From 05/30/2017 To 06/28/2017

Board Meeting on 07/17/2017

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.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		72,310
2000	CLASSIFIED SALARIES	17,552	
3000	EMPLOYEE BENEFITS		36,678
4000	SUPPLIES & MATERIALS		34,248
5000	OTHER OPERATING EXP & SERVICES	101,927	
6000	CAPITAL OUTLAY	23,757	
Total Transfer Fund 11		\$143,236	\$143,236
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	33,946	
2000	CLASSIFIED SALARIES		59,158
3000	EMPLOYEE BENEFITS		55,333
4000	SUPPLIES & MATERIALS		40,192
5000	OTHER OPERATING EXP & SERVICES		1,563
6000	CAPITAL OUTLAY	46,712	
7000	OTHER OUTGO	5,661	
7900	RESERVE FOR CONTINGENCIES	69,927	
Total Transfer Fund 12		\$156,246	\$156,246
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
4000	SUPPLIES & MATERIALS		10,352
5000	OTHER OPERATING EXP & SERVICES		20,529
6000	CAPITAL OUTLAY	12,277	
7900	RESERVE FOR CONTINGENCIES	18,604	
Total Transfer Fund 13		\$30,881	\$30,881
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		21,499
2000	CLASSIFIED SALARIES	25,836	
4000	SUPPLIES & MATERIALS		6,500
5000	OTHER OPERATING EXP & SERVICES	2,163	
Total Transfer Fund 33		\$27,999	\$27,999
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		306,000
7900	RESERVE FOR CONTINGENCIES	306,000	
Total Transfer Fund 41		\$306,000	\$306,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

BUDGET TRANSFERS	From	To
<u>Fund 61: Property and Liability Fund</u>		
6000 CAPITAL OUTLAY		10,002
7900 RESERVE FOR CONTINGENCIES	10,002	
	\$10,002	\$10,002
Total Transfer Fund 61		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		2,045
5000 OTHER OPERATING EXP & SERVICES		7,725
7900 RESERVE FOR CONTINGENCIES	9,770	
	\$9,770	\$9,770
Total Transfer Fund 79		

<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	(5,500)	
8600 STATE REVENUES	(1,104)	
8800 LOCAL REVENUES	17,255	
1000 ACADEMIC SALARIES		(10,266)
2000 CLASSIFIED SALARIES		(9,566)
3000 EMPLOYEE BENEFITS		(12,394)
4000 SUPPLIES & MATERIALS		7,253
5000 OTHER OPERATING EXP & SERVICES		(14,783)
6000 CAPITAL OUTLAY		51,581
7000 OTHER OUTGO		(1,174)
	\$10,651	\$10,651
Total Transfer Fund 12		

<u>Fund 74: Student Financial Aid Fund</u>		
8100 FEDERAL REVENUES	5,500	
8600 STATE REVENUES	1,104	
7000 OTHER OUTGO		6,604
	\$6,604	\$6,604
Total Transfer Fund 74		

<u>Fund 79: Diversified Trust Fund</u>		
8800 LOCAL REVENUES	25,000	
5000 OTHER OPERATING EXP & SERVICES		25,000
	\$25,000	\$25,000
Total Transfer Fund 79		

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 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

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>			
B021224	05/31/17		
5000	OTHER OPERATING EXP & SERVICES		54,000
6000	CAPITAL OUTLAY	54,000	
Total Reference B021224		\$54,000	\$54,000
Reason: Adjustment			
Description: Purchase malwarebytes licenses & support			
B021329	06/14/17		
5000	OTHER OPERATING EXP & SERVICES	29,000	
6000	CAPITAL OUTLAY		29,000
Total Reference B021329		\$29,000	\$29,000
Reason: Adjustment			
Description: Replacement of mailing machines at SAC and DO			
B021415	06/21/17		
1000	ACADEMIC SALARIES		61,395
2000	CLASSIFIED SALARIES	7,726	
3000	EMPLOYEE BENEFITS		22,999
4000	SUPPLIES & MATERIALS	4,836	
5000	OTHER OPERATING EXP & SERVICES	71,832	
Total Reference B021415		\$84,394	\$84,394
Reason: Special Project Adjustment			
Description: Cover TOEs for V. Lawson #2159427 &K Irwin #1030884			
<u>Fund 12: General Fund Restricted</u>			
B021272	06/06/17		
1000	ACADEMIC SALARIES	39,500	
2000	CLASSIFIED SALARIES		33,063
3000	EMPLOYEE BENEFITS		15,703
6000	CAPITAL OUTLAY	9,266	
Total Reference B021272		\$48,766	\$48,766
Reason: Special Project Adjustment			
Description: Tx expenditures from General Fund			
B021290	06/08/17		
4000	SUPPLIES & MATERIALS	10,000	
5000	OTHER OPERATING EXP & SERVICES		40,000
6000	CAPITAL OUTLAY	30,000	
Total Reference B021290		\$40,000	\$40,000
Reason: Special Project Adjustment			
Description: Transfer to cover expenses for software licensing			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

BUDGET TRANSFERS	From	To
B021317 06/12/17		
1000 ACADEMIC SALARIES	29,000	
2000 CLASSIFIED SALARIES		29,000
	<hr/>	<hr/>
Total Reference B021317	\$29,000	\$29,000
Reason: Special Project Adjustment		
Description: Fund part-time ongoing SSSP classified account		
B021417 06/21/17		
1000 ACADEMIC SALARIES		50,693
3000 EMPLOYEE BENEFITS		22,165
4000 SUPPLIES & MATERIALS	512	
5000 OTHER OPERATING EXP & SERVICES	970	
6000 CAPITAL OUTLAY	1,449	
7900 RESERVE FOR CONTINGENCIES	69,927	
	<hr/>	<hr/>
Total Reference B021417	\$72,858	\$72,858
Reason: Special Project Adjustment		
Description: Cover negative balances in Fund 12 Project #3450		
Fund 13: GF Unrestricted One-Time Funds		
B021372 06/16/17		
4000 SUPPLIES & MATERIALS		11,352
5000 OTHER OPERATING EXP & SERVICES		7,252
7900 RESERVE FOR CONTINGENCIES	18,604	
	<hr/>	<hr/>
Total Reference B021372	\$18,604	\$18,604
Reason: Adjustment		
Description: Cover invoices from Advantage West and Matson Construction		
Fund 41: Capital Outlay Projects Fund		
B021260 06/05/17		
6000 CAPITAL OUTLAY		334,000
7900 RESERVE FOR CONTINGENCIES	334,000	
	<hr/>	<hr/>
Total Reference B021260	\$334,000	\$334,000
Reason: Special Project Adjustment		
Description: Allocate funds to contractor services		
B021397 06/20/17		
6000 CAPITAL OUTLAY	28,000	
7900 RESERVE FOR CONTINGENCIES		28,000
	<hr/>	<hr/>
Total Reference B021397	\$28,000	\$28,000
Reason: Special Project Adjustment		
Description: Allocate funds to contingency and contractor services		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

BUDGET TRANSFERS	From	To
<u>Fund 61: Property and Liability Fund</u>		
B021378 06/16/17		
6000 CAPITAL OUTLAY		10,002
7900 RESERVE FOR CONTINGENCIES	10,002	
	\$10,002	\$10,002
Total Reference B021378		
Reason: Adjustment		
Description: Purchase replacement golf carts for SAC		
 <u>Fund 79: Diversified Trust Fund</u>		
B021248 06/02/17		
5000 OTHER OPERATING EXP & SERVICES		1,725
7900 RESERVE FOR CONTINGENCIES	1,725	
	\$1,725	\$1,725
Total Reference B021248		
Reason: Special Project Adjustment		
Description: Purchase 25,000 #10 tint window envelope w/ SAC logo		
 B021324 06/13/17		
4000 SUPPLIES & MATERIALS		2,000
7900 RESERVE FOR CONTINGENCIES	2,000	
	\$2,000	\$2,000
Total Reference B021324		
Reason: Adjustment		
Description: Cover supplies & refreshments for Career Dev, Buqqa truck		
 B021436 06/26/17		
5000 OTHER OPERATING EXP & SERVICES		6,000
7900 RESERVE FOR CONTINGENCIES	6,000	
	\$6,000	\$6,000
Total Reference B021436		
Reason: Adjustment		
Description: Reimburse Foundation for SAC's portion of Inv #S0076799		
 B021441 06/26/17		
4000 SUPPLIES & MATERIALS		45
7900 RESERVE FOR CONTINGENCIES	45	
	\$45	\$45
Total Reference B021441		
Reason: Adjustment		
Description: Diploma covers balance		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

B021281 06/07/17

8100	FEDERAL REVENUES	53,339	
1000	ACADEMIC SALARIES		(3,558)
2000	CLASSIFIED SALARIES		(260)
3000	EMPLOYEE BENEFITS		(944)
6000	CAPITAL OUTLAY		58,101

Total Reference B021281

\$53,339 \$53,339

Reason: Special Project Adjustment
Description: Bu revision-SCC (CTE IC Projects)

B021293 06/08/17

8100	FEDERAL REVENUES	(27,146)	
1000	ACADEMIC SALARIES		280
2000	CLASSIFIED SALARIES		(5,741)
3000	EMPLOYEE BENEFITS		(9,475)
4000	SUPPLIES & MATERIALS		(1,619)
5000	OTHER OPERATING EXP & SERVICES		(8,591)
6000	CAPITAL OUTLAY		(2,000)

Total Reference B021293

\$(27,146) \$(27,146)

Reason: Special Project Adjustment
Description: Budget revision for SCC CTE IC Projects.

B021405 06/20/17

8100	FEDERAL REVENUES	(73,336)	
4000	SUPPLIES & MATERIALS		(3,766)
5000	OTHER OPERATING EXP & SERVICES		(750)
6000	CAPITAL OUTLAY		(68,820)

Total Reference B021405

\$(73,336) \$(73,336)

Reason: Special Project Adjustment
Description: Budget revision for SCC CTE IC Projects.

B021422 06/22/17

8100	FEDERAL REVENUES	70,702	
6000	CAPITAL OUTLAY		70,702

Total Reference B021422

\$70,702 \$70,702

Reason: Special Project Adjustment
Description: Trsf remain fds fr 1812 PharmTech to other prjcts (1857 -Diesel Pharm).

Fund 79: Diversified Trust Fund

B021285 06/08/176

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 05/30/2017 To 06/28/2017
Board Meeting on 07/17/2017**

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.

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/09/17	J041481	Close overspent amount in DSN GT&L SAC to General Fund 11-Unrestricted	13.14

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: July 17, 2017
Re:	Adoption of Resolution No. 17-17 – Conflict of Interest Code	
Action:	Request for Adoption	

BACKGROUND

On October 10, 2016 the Rancho Santiago Community College District (RSCCD) Board of Trustees approved amendments to its' Conflict of Interest Code as required by Government Code Section 87300 of the Political Reform Act of 1974. Pursuant to Government Code Section 87306.5(b), the Orange County Board of Supervisors, as the code reviewing body for the District, has requested that the RSCCD conduct a review of its' Conflict of Interest Code as necessary and, if a change in the Code is necessitated by changed circumstances, submit an amended Code to the County. The amended Code will become effective upon approval by the County Board of Supervisors.

ANALYSIS

Consistent with the advisory opinions issued by the Fair Political Practices Commission (FPPC), the District's existing Conflict of Interest Code (Exhibit A) is revised to reflect changes in positions that are new, corrections, deleted or added due to reorganizations. Those listed in Exhibit B shall file Statements of Economic Interest with the Orange County Clerk of the Board of Supervisors by electronic submission. Exhibit B includes an updated list of employees in positions, those positions listed as vacant are position affected by the changes to Exhibit A. Once Exhibit A has been approved, Exhibit B will be updated to reflect the employee in the position. The attached Resolution and Conflict of Interest Code has been reviewed and accepted, as is, by the Office of the Clerk of the Board. The attached Code is not in conflict with the District's current Board Policy 3821 – Gift Ban Policy.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 17-17 - Conflict of Interest Code as presented.

Fiscal Impact:	None	Board Date: July 17, 2017
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Resolution Number 17-17

RESOLUTION OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE
WHICH SUPERCEDES ALL PRIOR CONFLICT OF
INTEREST CODES AND AMENDMENTS
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the Rancho Santiago Community College District has previously adopted a Conflict of Interest Code and that Code requires consistent updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of Rancho Santiago Community College District.

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by Rancho Santiago Community College District and hereby superseded.

Section 3. The Filing Officer, the Vice Chancellor of Business Operations/Fiscal Services, or his designee, is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

NOW THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby adopts Resolution 16-22 adopting a Conflict of Interest Code which supersedes all prior Conflict of Interest Codes and Amendments previously adopted.

DATED the 17th day of July, 2017.

Ayes: 7 Trustees: Alvarez, Barrios, Hanna, Hernandez, Labrado, Mendoza, Yarbrough

Noes: 0 Trustees

Absent: 0 Trustees

Abstain: 0 Trustees

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Accounting Manager - Payroll	OC-02	COB	Unchanged
Assistant Dean - Admissions & Records	OC-02	COB	Unchanged
Assistant Dean - Criminal Justice Academies	OC-02	COB	Unchanged
Assistant Dean - DSPS	OC-02	COB	Added
Reason: New position			
Assistant Dean - Financial Aid, Scholarships & Veterans	OC-02	COB	Unchanged
Assistant Dean - Fire Technology	OC-02	COB	Unchanged
Assistant Dean - Student Services	OC-02	COB	Unchanged
Assistant Director - Athletics & Sports Information	OC-02	COB	Unchanged
Assistant Director - OC Small Business Development Center	OC-02	COB	Unchanged
Assistant Director - Small Business Initiative	OC-02	COB	Unchanged
Assistant Vice Chancellor - Fiscal Services	OC-02	COB	Unchanged
Assistant Vice Chancellor - FP, Dist. Const. & Sup. Svcs.	OC-02	COB	Renamed
Reason: Correction to title			
Assistant Vice Chancellor - Human Resources	OC-02	COB	Unchanged
Assistant Vice Chancellor - Information Technology Services	OC-02	COB	Unchanged
Associate Dean - Business & Career Technical Education	OC-02	COB	Unchanged
Associate Dean - Counseling	OC-02	COB	Renamed
Reason: Correction to title			
Associate Dean - Disable Student Programs & Services	OC-02	COB	Unchanged
Associate Dean - EOPS	OC-02	COB	Unchanged
Associate Dean - Financial Aid	OC-02	COB	Unchanged
Associate Dean - Health Sciences & Nursing	OC-02	COB	Unchanged
Associate Dean - Instructional & Student Services	OC-02	COB	Renamed
Reason: Correction to title			
Associate Dean - Student Development	OC-02	COB	Unchanged
Associate Director I - Child Development Center	OC-02	COB	Unchanged
Associate Director II - Child Development Center	OC-02	COB	Unchanged
Associate Director II, Early Head Start	OC-02	COB	Added
Reason: Position added due to reorganization			
Associate Registrar	OC-02	COB	Unchanged
Benefits Analyst	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Board of Trustee	OC-01	COB	Unchanged
Bookstore Manager	OC-02	COB	Unchanged
Bookstore Operations Specialist	OC-02	COB	Unchanged
Budget, Forecasting & Analysis Manager	OC-02	COB	Added
Reason: Position added due to reorganization			
Buyer	OC-02	COB	Unchanged
Campus Budget Manager	OC-02	COB	Unchanged
Chancellor	OC-01	COB	Unchanged
Chief - District Safety & Security	OC-02	COB	Unchanged
Consultant	OC-30	Agency	Unchanged
Custodial Supervisor	OC-02	COB	Unchanged
Dean - Arts, Humanities & Social Sciences	OC-02	COB	Renamed
Reason: Correction to title			
Dean - Business	OC-02	COB	Unchanged
Dean - Business & Career Technical Education	OC-02	COB	Unchanged
Dean - Counseling	OC-02	COB	Unchanged
Dean - Counseling & Student Support Services	OC-02	COB	Unchanged
Dean - Enrollment & Support Services	OC-02	COB	Unchanged
Dean - Fine & Performing Arts	OC-02	COB	Unchanged
Dean - Human Services & Technology	OC-02	COB	Unchanged
Dean - Humanities & Social Sciences	OC-02	COB	Renamed
Reason: Correction to title			
Dean - Inst. Effectiveness, Library & Learning Sup. Svcs.	OC-02	COB	Unchanged
Dean - Instruction & Student Services	OC-02	COB	Unchanged
Dean - Kinesiology Health & Athletics	OC-02	COB	Unchanged
Dean - Mathematics & Sciences	OC-02	COB	Unchanged
Dean - Science, Mathematics & Health Science	OC-02	COB	Unchanged
Dean - Student Affairs	OC-02	COB	Unchanged
Director - Academic Support	OC-02	COB	Unchanged
Director - ACT/Corporate Training	OC-02	COB	Unchanged
Director - Auxiliary Services	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Director - Business & Career Technical Education	OC-02	COB	Deleted
Reason: Position was grant funded, grant has ended.			
Director - Child Development Services, Quality Assurance	OC-02	COB	Added
Reason: New position due to reorganization			
Director - College Advancement	OC-02	COB	Added
Reason: New position			
Director - College Research	OC-02	COB	Added
Reason: New position			
Director - Continuing Education Support Services	OC-02	COB	Unchanged
Director - Digital Media Center	OC-02	COB	Unchanged
Director - District Research, Planning & Inst. Effectiveness	OC-02	COB	Added
Reason: Correction to title			
Director - Employment Services, Equity and Diversity	OC-02	COB	Renamed
Reason: Correction to title			
Director - Facility Planning, Dis. Construction & Sup. Svcs.	OC-02	COB	Unchanged
Director - Fire Instruction	OC-02	COB	Unchanged
Director - Global Trade & Logistics Initiative	OC-02	COB	Unchanged
Director - Grants	OC-02	COB	Unchanged
Director - Information Comm. Tech/Digital Media Initiative	OC-02	COB	Added
Reason: New position			
Director - Information Systems	OC-02	COB	Unchanged
Director - Institute for Workforce Development	OC-02	COB	Added
Reason: New position			
Director - LA/OC Regional Consortia - LA Director	OC-02	COB	Added
Reason: New position			
Director - LA/OC Regional Consortia - OC Director	OC-02	COB	Added
Reason: New position			
Director - Network & Communications	OC-02	COB	Unchanged
Director - Public Affairs & Publications	OC-02	COB	Unchanged
Director - Purchasing Services	OC-02	COB	Unchanged
Director - Research	OC-02	COB	Unchanged
Director - Retail, Hospitality & Tourism Initiative	OC-02	COB	Added
Reason: New position			



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Director - Small Business Development Center	OC-02	COB	Unchanged
Director - Small Business Initiative	OC-02	COB	Added
Reason: New position			
Director - Special Programs	OC-02	COB	Unchanged
Director - Student Equity and Success	OC-02	COB	Added
Reason: New position			
Director - Workforce Education	OC-02	COB	Unchanged
Director I - Child Development Center	OC-02	COB	Unchanged
Director II - Child Development Center	OC-02	COB	Unchanged
Director, Information Comm. Tech/Digital Media Initiative	OC-02	COB	Added
Reason: New position			
District Support Services Supervisor	OC-02	COB	Unchanged
Enrollment Reporting Manager	OC-02	COB	Unchanged
Executive Director - Adult Education Block Grant	OC-02	COB	Added
Reason: New grant funded position			
Executive Director - Child Development Services	OC-02	COB	Unchanged
Executive Director - College Advancement	OC-02	COB	Unchanged
Executive Director - Institute for Workforce Development	OC-02	COB	Added
Reason: New position due to reorganization			
Executive Director - LA/OC Regional Consortia	OC-02	COB	Added
Reason: New position			
Executive Director - Resource Development	OC-02	COB	Added
Reason: New position added due to reorganization			
Executive Director, Digital Media Center	OC-02	COB	Added
Reason: New position			
Facilities Manager	OC-02	COB	Unchanged
Facilities Project Manager	OC-02	COB	Unchanged
Graphic Communications Manager	OC-02	COB	Unchanged
Internal Audit Manager	OC-02	COB	Unchanged
Inventory, Delivery & Storage Supervisor	OC-02	COB	Unchanged
Lead Central Plant Operator	OC-02	COB	Added
Reason: New position			
Lieutenant - District Safety & Security	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Maintenance Supervisor	OC-02	COB	Unchanged
Manager - Fiscal Services	OC-02	COB	Unchanged
President - Santa Ana College	OC-01	COB	Unchanged
President - Santiago Canyon College	OC-01	COB	Unchanged
Project Manager	OC-02	COB	Unchanged
Public Information Officer	OC-02	COB	Added
Reason: New position			
Publications & Electronic Media Manager	OC-02	COB	Unchanged
Registrar	OC-02	COB	Unchanged
Risk Manager	OC-02	COB	Unchanged
Sergeant - District Safety & Security	OC-02	COB	Unchanged
Vice Chancellor - Business Operations/Fiscal Services	OC-01	COB	Unchanged
Vice Chancellor, Educational Services	OC-01	COB	Unchanged
Vice Chancellor, Human Resources	OC-01	COB	Unchanged
Vice President - Academic Affairs	OC-02	COB	Unchanged
Vice President - Administrative Services	OC-02	COB	Unchanged
Vice President - Continuing Education	OC-02	COB	Unchanged
Vice President - Student Services	OC-02	COB	Unchanged

Total: 118



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 3



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Abejar	Esmeralda		Campus Budget Manager		OC-02	Unchanged
Adams	Jennie	R.	Director - Auxiliary Services		OC-02	Unchanged
Alonzo	Joseph		Director - Special Programs		OC-02	Unchanged
Alvano	Patricia	Guevara	Director - Continuing Education Support Services		OC-02	Unchanged
Alvarez	Claudia	C.	Board of Trustee		OC-01	Unchanged
Arteaga	Elizabeth		Assistant Director - Small Business Initiative		OC-02	Unchanged
Babeshoff	Ruth	M.	Vice President - Student Services		OC-02	Unchanged
Baker	Scott	E.	Lieutenant - District Safety & Security		OC-02	Unchanged
Barrios	Arianna	P.	Board of Trustee		OC-01	Unchanged
Bennett	Laura		Buyer		OC-02	Unchanged
Bhandari	Archana		Director - Academic Support		OC-02	Unchanged
Birk	John	Frederick	Director - Information Systems		OC-02	Unchanged
Bland	Antoinette		Chief - District Safety & Security		OC-02	Unchanged
Castellon	Maria	Refugio	Director I - Child Development Center		OC-02	Unchanged
Chamorro	Gustavo		Director - Digital Media Center		OC-02	Unchanged
Chapple	Felomina		Buyer		OC-02	Unchanged
Chitlik	Judyanne		Vice Chancellor, Human Resources		OC-01	Unchanged
Coburn	Allison		Facilities Project Manager		OC-02	Unchanged

4.3 (10)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Collins	Michael	Thomas	Vice President - Administrative Services		OC-02	Unchanged
Coopman	Ronald	George	Assistant Dean - Criminal Justice Academies		OC-02	Unchanged
Cossio-Muniz	Ruth	Jacqueline	Director - ACT/Corporate Training		OC-02	Unchanged
Coto	Jennifer		Dean - Counseling & Student Support Services		OC-02	Unchanged
Covarrubias	Deisy		Director - Special Programs		OC-02	Unchanged
Cowan	Jerelyn		Director II - Child Development Center		OC-02	Unchanged
Davis	Stuart	Leon	Director - Information Systems		OC-02	Unchanged
Dominguez	Gary	M.	Director - Fire Instruction		OC-02	Unchanged
Duenas	Gabriel	Navarez	Custodial Supervisor		OC-02	Unchanged
Fasbinder	Lori	Elise	Dean - Instruction & Student Services		OC-02	Unchanged
Files with Agency			Consultant		OC-30	
Gascon	Christine	M.	Director - Special Programs		OC-02	Unchanged
Gonzalez	Yezid	H.	Director - Network & Communications		OC-02	Unchanged
Gonzalez	Zeferina		Director I - Child Development Center		OC-02	Unchanged
Gouldsmith	Kenneth	R.	Sergeant - District Safety & Security		OC-02	Unchanged
Grant	Madeline		Dean - Business		OC-02	Unchanged
Hanna	John	R.	Board of Trustee		OC-01	Unchanged

4.3 (11)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Hardash	Peter	J.	Vice Chancellor - Business Operations/Fiscal Services		OC-01	Unchanged
Harsen	Eric	A.	Graphic Communications Manager		OC-02	Unchanged
Hernandez	John	C.	President - Santiago Canyon College		OC-01	Unchanged
Hernandez	Zeke		Board of Trustee		OC-01	Unchanged
Hoffman	Simon	Barton	Dean - Human Services & Technology		OC-02	Unchanged
Hopkins	Dean	Alan	Publications & Electronic Media Manager		OC-02	Unchanged
Huotari	Monte		Sergeant - District Safety & Security		OC-02	Unchanged
Iannaccone	Judith	A.	Director - Public Affairs & Publications		OC-02	Unchanged
Isais	Enriqueta		Director I - Child Development Center		OC-02	Unchanged
Jaeger	Carl	Randolph	Enrollment Reporting Manager		OC-02	Unchanged
Jaffray	Shelly	Catherine	Dean - Humanities & Social Sciences		OC-02	Position Renamed
Jeffery	William	F.	Bookstore Manager		OC-02	Unchanged
Jones	Ronald	S.	Custodial Supervisor		OC-02	Unchanged
Jordan	Loretta	M.	Dean - Student Affairs		OC-02	Unchanged
Kennedy	James	S.	Vice President - Continuing Education		OC-02	Unchanged
Kikawa	Eve	S.	Dean - Fine & Performing Arts		OC-02	Unchanged
Kincheloe	Diane		Accounting Manager - Payroll		OC-02	Unchanged

4.3 (12)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Kosko	Christine	Faith	Dean - Instruction & Student Services		OC-02	Unchanged
Krichmar	Lee		Assistant Vice Chancellor - Information Technology Services		OC-02	Unchanged
Kruizenga	Alicia		Dean - Student Affairs		OC-02	Unchanged
Kudlik	Richard	B.	Manager - Fiscal Services		OC-02	Unchanged
Labrado	Lawrence	R.	Board of Trustee		OC-01	Unchanged
Lawson	Cassell	Avon	Dean - Business & Career Technical Education		OC-02	Unchanged
Leon	Christine	Mary	Associate Dean - EOPS		OC-02	Unchanged
Liang	Mark	Chong-Mou	Dean - Enrollment & Support Services		OC-02	Unchanged
Linnell	Janneth		Executive Director - Child Development Services		OC-02	Unchanged
Lipiz	Nilo	E.	Dean - Instruction & Student Services		OC-02	Unchanged
Lopez	Carlos	Luis	Vice President - Academic Affairs		OC-02	Unchanged
Love	Janice	M.	Director - Research		OC-02	Unchanged
Loya	Diane	S.	Benefits Analyst		OC-02	Unchanged
Mahany	Donald	Edward	Assistant Dean - Fire Technology		OC-02	Unchanged
Manjarrez	Janeth		Director - Special Programs		OC-02	Unchanged
Manson	Robert	G.	Associate Dean - Financial Aid		OC-02	Unchanged
Marasigan	Elouise	P.	Director - Employment Services, Equity and Diversity		OC-02	Position Renamed

4.3 (13)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Martinez-Flores	Marilyn		Vice President - Academic Affairs		OC-02	Unchanged
Mathews	Kimberly	Marie	Director - Special Programs		OC-02	Unchanged
Matsumoto	Carri	Misayo	Assistant Vice Chancellor - FP, Dist. Const. & Sup. Svcs.		OC-02	Position Renamed
Maus	Donald		Risk Manager		OC-02	Unchanged
Melendez	Joe		Facilities Project Manager		OC-02	Unchanged
Mendoza	Nelida		Board of Trustee		OC-01	Unchanged
Mercado-Cota	Teresa		Assistant Dean - Student Services		OC-02	Unchanged
Miller	Rebecca	L.	Associate Dean - Health Sciences & Nursing		OC-02	Unchanged
Mozaffari	Leila		Director - Small Business Development Center		OC-02	Unchanged
Nguyen	Phuong	T.	Registrar		OC-02	Unchanged
Nguyen	Tuyen	Khac	Assistant Dean - Admissions & Records		OC-02	Unchanged
O'Connor	Adam	M.	Assistant Vice Chancellor - Fiscal Services		OC-02	Unchanged
Oforlea	Veronica		Associate Dean - Disable Student Programs & Services		OC-02	Unchanged
Oropeza	Alfonso	Martinez	Director - Academic Support		OC-02	Unchanged
Oviedo	Alex		District Support Services Supervisor		OC-02	Unchanged
Pacheco	Manuel	R.	Lieutenant - District Safety & Security		OC-02	Unchanged

4.3 (14)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Perez	Enrique		Vice Chancellor, Educational Services		OC-01	Unchanged
Pham	MyLe	Thi	Director II - Child Development Center		OC-02	Unchanged
Pham	Nga	T.	Director - Research		OC-02	Unchanged
Prado	Francisco		Sergeant - District Safety & Security		OC-02	Unchanged
Priest	Michelle		Dean - Science, Mathematics & Health Science		OC-02	Unchanged
Pruznick	Jennifer	Lynn	Associate Director II - Child Development Center		OC-02	Unchanged
Rizvi	Syed	Aijaz Mustafa	Dean - Enrollment & Support Services		OC-02	Unchanged
Rodriguez	Russell	Raul	Chancellor		OC-01	Unchanged
Rodriguez	Sergio		Project Manager		OC-02	Unchanged
Romero	Christina		Executive Director - College Advancement		OC-02	Unchanged
Rose	Linda	D.	President - Santa Ana College		OC-01	Unchanged
Sanchez	Angelo	Heller	Maintenance Supervisor		OC-02	Unchanged
Santoyo	Sarah	Ruth	Director - Grants		OC-02	Unchanged
Satele	Arleen	G.	Vice President - Administrative Services		OC-02	Unchanged
Sotelo	Sergio	R.	Dean - Instruction & Student Services		OC-02	Unchanged
Steffens	John	D.	Associate Dean - Student Development		OC-02	Position Changed

4.3 (15)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Stewart	Lynn	Ann	Director - Global Trade & Logistics Initiative		OC-02	Unchanged
Stringer	Martin	Robert	Dean - Mathematics & Sciences		OC-02	Unchanged
Taylor	Darryl	Samuel	Director - Facility Planning, Dis. Construction & Sup. Svcs.		OC-02	Unchanged
Toner	Jose	Armando	Inventory, Delivery & Storage Supervisor		OC-02	Unchanged
Tran	Sheena	Du	Internal Audit Manager		OC-02	Unchanged
Truong	Huey	Christopher	Registrar		OC-02	Unchanged
Vacant			Assistant Dean - DSPS		OC-02	
Vacant			Assistant Dean - Financial Aid, Scholarships & Veterans		OC-02	
Vacant			Assistant Director - Athletics & Sports Information		OC-02	
Vacant			Assistant Director - OC Small Business Development Center		OC-02	
Vacant			Associate Dean - Business & Career Technical Education		OC-02	
Vacant			Associate Dean - Counseling		OC-02	
Vacant			Associate Dean - Instructional & Student Services		OC-02	
Vacant			Associate Director I - Child Development Center		OC-02	

4.3 (16)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Vacant			Associate Director II, Early Head Start		OC-02	
Vacant			Associate Registrar		OC-02	
Vacant			Budget, Forecasting & Analysis Manager		OC-02	
Vacant			Dean - Counseling		OC-02	
Vacant			Dean - Kinesiology Health & Athletics		OC-02	
Vacant			Director - Child Development Services, Quality Assurance		OC-02	
Vacant			Director - College Advancement		OC-02	
Vacant			Director - College Research		OC-02	
Vacant			Director - District Research, Planning & Inst. Effectiveness		OC-02	
Vacant			Director - Information Comm. Tech/Digital Media Initiative		OC-02	
Vacant			Director - Institute for Workforce Development		OC-02	
Vacant			Director - LA/OC Regional Consortia - LA Director		OC-02	
Vacant			Director - LA/OC Regional Consortia - OC Director		OC-02	
Vacant			Director - Purchasing Services		OC-02	
Vacant			Director - Retail, Hospitality & Tourism Initiative		OC-02	

4.3 (17)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Vacant			Director - Small Business Initiative		OC-02	
Vacant			Director - Student Equity and Success		OC-02	
Vacant			Director - Workforce Education		OC-02	
Vacant			Director, Information Comm. Tech/Digital Media Initiative		OC-02	
Vacant			Executive Director - Adult Education Block Grant		OC-02	
Vacant			Executive Director - Institute for Workforce Development		OC-02	
Vacant			Executive Director - LA/OC Regional Consortia		OC-02	
Vacant			Executive Director - Resource Development		OC-02	
Vacant			Executive Director, Digital Media Center		OC-02	
Vacant			Facilities Manager		OC-02	
Vacant			Lead Central Plant Operator		OC-02	
Vacant			Public Information Officer		OC-02	
Vakil	David		Dean - Arts, Humanities & Social Sciences		OC-02	Position Renamed
Van	Connie		Associate Director II - Child Development Center		OC-02	Unchanged
Vargas-Navarro	Jose	F.	Vice President - Continuing Education		OC-02	Unchanged

4.3 (18)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Voelcker	Aaron	James	Dean - Inst. Effectiveness, Library & Learning Sup. Svcs.		OC-02	Unchanged
Wahl	Susan	R.	Director II - Child Development Center		OC-02	Unchanged
Wert	Raymond		Sergeant - District Safety & Security		OC-02	Unchanged
Wild	Christopher	R.	Bookstore Operations Specialist		OC-02	Unchanged
Winter	Alistair		Assistant Vice Chancellor - Human Resources		OC-02	Unchanged
Yarbrough	Phillip	E.	Board of Trustee		OC-01	Unchanged

Grand Total: 151

4.3 (19)

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Adoption of Resolution No. 17-18 – Resolution to Close Fund (Fund 42)	
Action:	Request for Adoption	

BACKGROUND

Pursuant to Education Code §81961, the District established the Measure E General Obligation Fund with Resolution 2002-12 on January 13, 2003 for the deposit of all proceeds from the sale of Measure E bonds and to account for all related expenditures.

ANALYSIS

All funds related to the Measure E building program have been spent and the cash balance is zero as of June 30, 2017. The County of Orange requires a resolution to close this separate fund as it is no longer necessary.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 17-18, Resolution to Close Fund 42 as presented.

Fiscal Impact:	Not applicable	Board Date: July 17, 2017
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Resolution to Close Fund

Resolution No. 17-18

WHEREAS, the Board of Trustees of the Rancho Santiago Community College District (District) established the Measure E General Obligation Bond Fund with the County of Orange with Resolution No. 2002-12 on January 13, 2003; and,

WHEREAS, the District has determined that the Measure E General Obligation Bond Fund is no longer required for special purposes as set up by the District when the fund was established,

NOW, THEREFORE, BE IT RESOLVED that the Measure E General Obligation Bond Fund (District Fund Number 42/County Fund Number 22) be closed effective fiscal year 2017/18.

ADOPTED, SIGNED AND APPROVED this 17th day of July, 2017.

President of the Board of Trustees of
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 17th day of July, 2017, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of the 2017-18 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2017-18 Adopted Budget. These assumptions have been reviewed and unanimously recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. The major changes to the assumptions from the Tentative Budget include the one-time share of the “round one” budget reductions of \$2 million and also updated is an increase in the Scheduled Maintenance/Instructional Equipment allocation to \$1.96 million. There is a need to budget approximately \$2 million for a portion of the Santiago Canyon College ADA (access compliance) court settlement costs. These assumptions allocate unrestricted one-time funding as a placeholder for these purposes. Further review and evaluation is needed to determine the best source for this allocation, which will be determined per the participatory governance process before the proposed Adopted Budget is recommended.

These assumptions will continue to be updated with the latest known impacts of the 2017-18 enacted state budget based on the “Blue Book” prepared by the state Chancellor’s Office. No major changes are expected.

These Adopted Budget Assumptions project no planned spend down in 2017-18 of the Budget Stabilization Fund, with the balance estimated at \$13.7 million. Any collectively bargained salary increases above the state provided Cost of Living Allowance (COLA) of 1.56% will be additional costs not included in these budget assumptions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Adopted Budget Assumptions for the 2017-18 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: July 17, 2017
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2017-18 Adopted Budget Assumptions
July 17, 2017**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model (BAM) based on SB 361.

B. FTES Workload Measures Assumptions:

Year	Base	Actual	Funded	Actual Growth
2012/13	27,711.41	28,185.04	28,185.04	1.71%
2013/14	28,185.04	28,688.93	28,688.93	1.79%
2014/15	28,688.93	28,908.08	28,908.08	0.76%
2015/16	P3 28,908.08	28,901.63 a	28,901.63 a	-0.02%
2016/17	P3 28,901.63	27,517.31 b	28,901.63 b	-4.79%

a - based on submitted P3, small reduction, but slight increase in revenue based on mix of FTES between CR, NC and CDCP
b - based on submitted P3, loss of 4.79% FTES

Based on the FTES reported on the 320 submitted at P3, the district has declined by an equivalent of 1,440 FTES. There is not sufficient summer 2017 FTES to borrow and maintain the 2015/16 funding level. Therefore, **the district went into stabilization in 2016/17 and will be in restoration in 2017/18.**
If the district can't fully restore in 2017/18, **there will be a permanent reduction in ongoing revenue.**

The state budget includes 1% systemwide growth funding, 1.56% COLA, and an additional base allocation increase.

Projected COLA of 1.56%	\$2,400,000	
Projected Growth/Access (Decline of 4.79%)	(\$1,161,106)	(Effective loss of \$7,207,298 in revenue based on this decline in FTES)
Projected Base Allocation Increase	\$4,590,000	
Continued Projected Deficit (est. 0.708%)	\$0	
Apportionment Base Incr (Decr) for 2017/18	\$5,828,894	

2017/18 Potential Growth at 0.5% based on 1% system 29,046

C. Education Protection Account (EPA) funding estimated at \$22,403,357 based on 2016/17 P2. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$146 per FTES (\$4,122,815). Restricted lottery at \$48 per FTES (\$1,355,446). (2016/17 P3 of resident & nonresident factored FTES, 28,238.46 x 146 = \$4,122,815 unrestricted lottery; 28,238.46 x 48 = \$1,355,446.) Slight decrease in unrestricted and slight increase in restricted.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$595,934 (2016/17 P2). Slight Increase.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements were reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. BOG fee waivers 2% administration funding estimated at 2016/17 Advance of \$294,302. Unchanged.

H. Mandates Block Grant estimated at a total budget of \$795,000. Unchanged. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$2,925,000. \$325,000 increase. (SAC \$2,300,000, SCC \$625,000)

J. Interest earnings estimated at \$665,000. Increase based on County interest rate and cash balance increase.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$350,000. Unchanged.

L. Apprenticeship revenue estimated at \$2,670,285. Unchanged.
(Corresponding expenses related to this allocation must be budgeted for additional apprenticeship course offerings)

M. Scheduled Maintenance/Instructional Equipment allocation \$1.96 million (no match required).
Budgeting 30% for Instructional Equipment at \$588,000. The remaining \$1.37 million is budgeted toward estimated \$2 million in one-time costs related to the SCC ADA settlement.

N. Energy Efficiency/Prop 39 revenue allocation of \$993,000. Slight decrease from 2016/17.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2017-18 Adopted Budget Assumptions
July 17, 2017**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is providing a Cost of Living Allowance (COLA) of 1.56%. Any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.5 million.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.2 million including benefits. (FARSCCD approximate cost \$410,000, CSEA approximate cost \$476,000, Management/Other approximate cost \$314,000)
- D. Health and Welfare benefit premium cost increase as of 1/1/18 is estimated at 3.5% for an additional cost of approximately \$501,000 for active employees and an additional cost of \$170,000 for retirees, for a combined increase of \$671,000. State Unemployment Insurance local experience charges are estimated at \$250,000 (2016/17 budgeted amount). Unchanged. CalPERS employer contribution rate will increase in 2017/18 from 13.888% to 15.531% for an increase of \$607,948. (Note: The cost of each 1% increase in the PERS rate is approximately \$350,000.) CalSTRS employer contribution rate will increase in 2017/18 from 12.58% to 14.43% for an increase of \$1,196,296. (Note: The cost of each 1% increase in the STRS rate is approximately \$700,000.)
- E. The full-time faculty obligation (FON) for Fall 2017 is estimated at 364.4. The District is currently recruiting to replace 18 faculty vacancies (plus one additional noncredit position which does not count toward the FON). The District expects to meet its obligation. SAC has 13 vacancies and is adding two new positions. SCC is filling five vacancies. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$144,000. Penalties for not meeting the obligation amount to approximately \$71,000 per FTE not filled.
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/16 for hourly faculty is \$1,275. Increase of \$26.
- G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will continue to contribute an amount to fund the total actuarially determined Annual Required Contribution (ARC). The ARC increased in 2016/17 by over \$3.3 million from \$8.35 million to a cost of \$11.7 million. This increased cost was covered with one-time funds in 2016/17, but with no new one-time allocation proposed in the state budget, this is now added as an ongoing expense. This will require an increase in the percentage charged to payroll from 1% to 3.63% effective 7/1/17. The unrestricted general fund portion of this increase amounts to approximately \$2.6 million.
- H. Capital Outlay Fund - In addition to the state allocation for Scheduled Maintenance/Instructional Equipment, the District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses:
 - Legal Expenses of \$150,000 ongoing
 - 50% Cost of New Sergeant Position \$70,000 ongoing
 - Interest Expense increase of \$15,000 as offset for additional Interest Earnings in II.J(Remaining allocation in 2016/17 for executive recruitment will be carried over for Vice Chancellor recruitment in 2017/18)
- M. Child Development Fund - The District will continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (\$140,000 was transferred in 2014/15 and 2015/16, and expected in 2016/17)
- N. According to the District budget reduction strategy, round 1 ongoing reductions of \$2 million are incorporated in the adopted budget and \$2 million in one-time reductions are incorporated as well. \$628,000 is being budgeted for the remaining one-time costs related to the SCC ADA settlement (See II.M above).

Rancho Santiago Community College District
Unrestricted General Fund Summary
2017-18 Adopted Budget Assumptions Analysis
July 17, 2017

*	<u>New Revenues</u>	Ongoing Only	One-Time
B	COLA 1.56%	\$2,400,000	
B	Growth (Decline of 4.79%/District in Stabilization) ¹	(\$1,161,106)	
B	Base Allocation	\$4,590,000	
B	Deficit Factor est. at 0.708%	\$0	
D	Unrestricted Lottery	(\$19,726)	
H	Mandates Block Grant (one-time)	\$0	
I	Non-Resident Tuition	\$325,000	
J	Interest Earnings	\$115,000	
L	Apprenticeship - SCC	\$0	
EGHK	Misc Income	\$0	
	Total	\$6,249,168	\$0
	<u>New Expenditures</u>		
B	COLA 1.56%	\$2,400,000	
C	Step/Column	\$1,200,000	
D	Health and Welfare/Benefits Increase	\$671,000	
D	CalPERS Increase	\$607,948	
D	CalSTRS Increase	\$1,196,296	
E	Full Time Faculty Obligation Hires	\$287,982	
E/F	Hourly Faculty Budgets (Convert to Full Time)	\$0	
G	Increased Cost of Retiree Health Benefit ARC	\$2,576,106	
H	Capital Outlay/Scheduled Maintenance Match	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
I.L	Apprenticeship - SCC	\$0	
L	Other Additional DS/Institutional Costs	\$235,000	
N	One-time Budget Reductions	\$0	(\$2,000,000)
N	SCC ADA Settlement Costs	\$0	\$628,000
N	Ongoing Budget Reductions	(\$2,000,000)	
	Total	\$7,399,332	(\$1,372,000)
	2017-18 Budget Year Surplus (Deficit)	(\$1,150,164)	\$221,836

Note: Budget Stabilization Fund Balance at 6/30/2017 is estimated at \$14.5 million.

¹ Based on the FTES reported on the 320 submitted at P3, the district has declined by an equivalent of 1,440 FTES. There is not sufficient summer 2017 FTES to borrow and maintain the 2015/16 funding level. Therefore, **the district went into stabilization in 2016/17 and will be in restoration in 2017/18.** If the district can't fully restore in 2017/18, **there will be a permanent reduction in ongoing revenue.** This projected loss assumes the same level of FTES generated in 2016/17 plus the same level of summer FTES available for borrowing, leaving a permanent loss of 232 FTES.

* Reference to budget assumption number

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

To:	Board of Trustees	Date:	July 17, 2017
Re:	Approval of Agreement with Facilities Planning & Program Services, Inc. for Planning and Project Management Services		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for planning and project management services. The facilities department is in need of staff augmentation consulting services to support the volume of projects, priorities, and the demands of sequencing and meeting aggressive schedules for project delivery. A new Request for Qualifications (RFQ) was advertised this year to replace and refresh the prior prequalified consultant list. The RFQ outlined the scope of work and activities that staff needs assistance on for the upcoming year and includes the following: project planning, design management, assistance with bidding and procurement, and managing a wide range of capital facility improvement projects. The department currently has over 100 active projects in progress due to an increase in capital improvement projects, scheduled maintenance and accessibility projects for barrier removal. The consultants will assist in a variety of projects that include but are not limited to scheduled maintenance, capital outlay, barrier removal improvements, way finding and signage, door access and door hardware repairs, move management, etc. Due to the volume of current and anticipated ongoing projects in various stages of planning, procurement, active construction and close-out, the district will require ongoing project management assistance by outside consultants. The current contract provides consulting assistance for the next two fiscal years.

ANALYSIS:

A Request for Qualifications (RFQ) #1617-161 for Program Planning and Project Management Services was released on December 1, 2016 with a due date of January 17, 2017. The District received ten (10) responses from Abacus Project Management Inc. (Newport Beach), Cordoba Corporation (Santa Ana), Cumming Construction Management (Aliso Viejo), Element Consulting, Inc. (El Segundo), Facilities Planning & Program Services, Inc. (Yorba Linda), Jacobs Project Management, Co. (Irvine), Linik Corporation (Valencia), Lundgren Management Corporation (Valencia), TELACU Construction Management, Inc. (Orange) and O'Connor Construction Management, Inc. (Irvine).

A selection committee convened on February 21, 2017 to review and paperscreen the proposals. The committee decided to interview eight (8) firms on March 16 and 23, 2017 and included: Abacus Project Management, Cordoba Corporation, Cumming Construction Management Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik

Corporation, Lundgren Management Corporation and TELACU Construction Management, Inc. The committee decided that six (6) firms were to be listed on the pre-qualified planning and project management consultant services short-list.

Subsequently, a second step of a Request for Proposal #1617-167 for Program Planning and Project Management Services was released to the six (6) prequalified consultants on April 28, 2017 with a due date of May 15, 2017 to Cordoba Corporation, Cumming Construction Management, Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik Corporation and TELACU Construction Management, Inc.

The District received six (6) responses from all six prequalified firms. A selection committee convened to review the proposals on May 16, 2017. The committee reviewed supplemental pricing options from all firms on May 26, 2017. Additional interviews were conducted with three firms on June 12 and June 13, 2017 with Cumming Construction Management, Linik Corporation, and Facilities Planning & Program Services, Inc.

Based on the culmination of the RFQ and RFP processes, the firm's experience, team members, approach to the project, fee, schedule and familiarity with providing the types of services requested, it is recommended that the District enter into an agreement with Facilities Planning & Program Services, Inc. for planning and project management services, which includes providing consultant staff (project managers, assistant project managers and/or assistant project engineers) for project support.

The services covered by this agreement shall commence August 1, 2017 and end June 30, 2019. The contract is a not to exceed fee of \$895,490. The District has reviewed the fee and it 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 Facilities Planning & Program Services, Inc. for Planning and Project Management Services as presented.

Fiscal Impact:	\$895,490	Board Date: July 17, 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: 7/17/17

Project: Planning and Project Management Services

Site: **District-Wide**

Consultants: **Facilities Planning & Program Services, Inc.**

Type of Service: Planning and Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$895,490.00		8/1/2017	6/30/2019
Total Agreement Amount	\$895,490.00			

AGREEMENT NO. 0235.00/DESCRIPTION:

This agreement #0235.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$895,490.00**

Contract End Date: **6/30/2019**

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

To:	Board of Trustees	Date:	July 17, 2017
Re:	Approval of Agreement with Linik Corporation for Planning and Project Management Services		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for planning and project management services. The facilities department is in need of staff augmentation consulting services to support the volume of projects, priorities, and the demands of sequencing and meeting aggressive schedules for project delivery. A new Request for Qualifications (RFQ) was advertised this year to replace and refresh the prior prequalified consultant list. The RFQ outlined the scope of work and activities that staff needs assistance on for the upcoming year and includes the following: project planning, design management, assistance with bidding and procurement, and managing a wide range of capital facility improvement projects. The department currently has over 100 active projects in progress due to an increase in capital improvement projects, scheduled maintenance and accessibility projects for barrier removal. The consultants will assist in a variety of projects that include but are not limited to scheduled maintenance, capital outlay, barrier removal improvements, way finding and signage, door access and door hardware repairs, move management, etc. Due to the volume of current and anticipated ongoing projects in various stages of planning, procurement, active construction and close-out, the district will require ongoing project management assistance by outside consultants. The current contract provides consulting assistance for the next two fiscal years.

ANALYSIS:

A Request for Qualifications (RFQ) #1617-161 for Program Planning and Project Management Services was released on December 1, 2016 with a due date of January 17, 2017. The District received ten (10) responses from Abacus Project Management Inc. (Newport Beach), Cordoba Corporation (Santa Ana), Cumming Construction Management (Aliso Viejo), Element Consulting, Inc. (El Segundo), Facilities Planning & Program Services, Inc. (Yorba Linda), Jacobs Project Management, Co. (Irvine), Linik Corporation (Valencia), Lundgren Management Corporation (Valencia), TELACU Construction Management, Inc. (Orange) and O'Connor Construction Management, Inc. (Irvine).

A selection committee convened on February 21, 2017 to review and paperscreen the proposals. The committee decided to interview eight (8) firms on March 16 and 23, 2017 and included: Abacus Project Management, Cordoba Corporation, Cumming Construction Management Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik

Corporation, Lundgren Management Corporation and TELACU Construction Management, Inc. The committee decided that six (6) firms were to be listed on the pre-qualified planning and project management consultant services short-list.

Subsequently, a second step of a Request for Proposal #1617-167 for Program Planning and Project Management Services was released to the six (6) prequalified consultants on April 28, 2017 with a due date of May 15, 2017 to Cordoba Corporation, Cumming Construction Management, Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik Corporation and TELACU Construction Management, Inc.

The District received six (6) responses from all six prequalified firms. A selection committee convened to review the proposals on May 16, 2017. The committee reviewed supplemental pricing options from all firms on May 26, 2017. Additional interviews were conducted with three firms on June 12 and June 13, 2017 with Cumming Construction Management, Linik Corporation, and Facilities Planning & Program Services, Inc.

Based on the culmination of the RFQ and RFP processes, the firm's experience, team members, approach to the project, fee, schedule and familiarity with providing the types of services requested, it is recommended that the District enter into an agreement with Linik Corporation for planning and project management services, which includes providing consultant staff (project managers, assistant project managers and/or assistant project engineers) for project support.

The services covered by this agreement shall commence July 18, 2017 and end June 30, 2019. The contract is a not to exceed fee of \$807,600. The District has reviewed the fee and it 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 Linik Corporation for Planning and Project Management Services as presented.

Fiscal Impact:	\$807,600	Board Date: July 17, 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: 7/17/17

Project: Planning and Project Management Services

Site: **District-Wide**

Consultants: **Linik Corporation**

Type of Service: Planning and Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$807,600.00		7/18/2017	6/30/2019
Total Agreement Amount	\$807,600.00			

AGREEMENT NO. 0236.00/DESCRIPTION:

This agreement #0236.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$807,600.00**

Contract End Date: **6/30/2019**

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Accept the Completion of Bid #1320 for Reconfiguration of Congressman Correa's Offices at the District Office and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On April 12, 2017, the Board of Trustees approved a contract with De La Torre Commercial Interiors, Inc. for Bid #1320 for Reconfiguration of Congressman Correa's Offices at the District Office. The project was completed on May 19, 2017.

ANALYSIS:

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 \$144,400.

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: July 17, 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

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

NO FEES CHARGED PER GOVERNMENT CODE §27383

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 North Broadway, Santa Ana, caused improvements to be made to the property to with: Bid #1320 for Reconfiguration of Congressman Correa's Offices at the District Office, the contract for the doing of which was heretofore entered into on the 12th day of April, 2017, which contract was made with De La Torre Commercial Interiors, Inc. PO 17-P0045819 as contractor; that said improvements were completed on the 19th day of May, 2017 and accepted by formal action of the governing Board of said District on the 17th day of July, 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 Indemnity Company of California.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the 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

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

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

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Agreement with Bernards for Construction Management Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for on-going construction management services for the new Science Center at Santa Ana College. The project is currently in the back-check appointment phase and is expected to retain Division of State Architect approval this month. Bernards was the construction manager previously approved by the Board on May 31, 2016 as the construction manager to provide constructability review services for the Science Center project during the design phase. Those services have completed and the District desires to contract for on-going construction management services for the next phase of bidding and construction. The construction manager's oversight provided during construction of the general contractor, subcontractors, project inspector, special inspectors, and design team, is imperative for a project of this size to be successful. The construction manager will facilitate all communication with the contractor and oversee and manage the contractor's progress. The construction manager will support the District by providing bid assistance, construction coordination and close-out activities. The company will also assist with logistics planning, contractor coordination, campus coordination, and other vital professional construction management support services. The construction manager will report directly to the District and will be on site at all times while the contractor is present. The District is currently undertaking a general contractor prequalification process in anticipation of going out to bid this summer with bids anticipated due in September. Science Center target construction start is December 2017 with anticipated construction completion in summer of 2020 for a fall semester opening and desires to have the construction management services in place during the bidding phase.

ANALYSIS:

A Request for Proposal (RFP) #1516-115 for construction management services was released to all pre-qualified firms on January 29, 2016 with a due date of February 17, 2016. The District received nine responses from Abacus (Newport Beach), Arcadis (Irvine), Bernards (Irvine), Cumming (Aliso Viejo), Kitchell (Costa Mesa), Linik Corp. (Valencia), O'Connor Construction Management, Inc. (Irvine), TELACU Construction Management (Orange) and Tilden-Coil Constructors, Inc. (Riverside). A selection committee reviewed the proposals on February 18, 2016 and interviewed Bernards and Arcadis on March 7, 2016. The District conducted a follow-up interview of candidates with Bernards on June 14, 2017 to confirm team members, as the project transitions from design into construction with a continuance of construction management

services for the next phase of bidding and construction. The selection committee recommends Bernards after a thorough review based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, schedule, knowledge and applicable project experience. The committee reviewed the timeliness and completeness of responses; technical qualifications; record of past performance; reference checks; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures.

The services covered by this agreement shall commence July 18, 2017 and end December 31, 2020. The contract is a not to exceed fee of \$2,147,283 (including \$164,000 in reimbursable expenses). The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Bernards for Construction Management Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$2,147,283	Board Date: July 17, 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: 7/17/17

Project: Science Center

Site: **Santa Ana College**

Consultants: **Bernards**

Type of Service: Construction Management Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$1,983,283.00	\$ 164,000.00	7/18/2017		12/31/2020
Total Agreement Amount	\$2,147,283.00				

AGREEMENT NO. 0233.00/DESCRIPTION:

This agreement #0233.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$2,147,283.00**

Contract End Date: **12/31/2020**

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Agreement with Dovetail for Furniture and Equipment Consulting Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for furniture and equipment (F&E) consulting services for the new Science Center at Santa Ana College. The District is in need of a consultant specializing in furniture and equipment design services to assist the District in proper selection of the furniture and equipment for each space designed as part of the Science Center, including non-laboratory spaces and laboratory classrooms to ensure each space will be equipped and functioning according to the designated use of that space. These services include furniture programming, product development, furniture space planning/documentation, design coordination and installation/field coordination.

ANALYSIS:

A Request for Proposal (RFP) #1617-152 for F&E consulting services was released to all pre-qualified firms on April 21, 2017 with a due date of May 11, 2017. The District received two responses from Dovetail (San Anselmo) and PAL id studio (Fullerton). A selection committee reviewed the proposals on May 12, 2017 and interviewed Dovetail and PAL id studio on May 30, 2017. The selection committee recommends Dovetail after a thorough review based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, schedule, knowledge and applicable project experience. The committee reviewed the timeliness and completeness of responses; technical qualifications; record of past performance; reference checks; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures.

The services covered by this agreement shall commence July 18, 2017 and end December 31, 2020. The contract is a not to exceed fee of \$156,730 (including \$2,500 in reimbursable expenses). The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Dovetail for Furniture and Equipment Consulting Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$156,730	Board Date: July 17, 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: 7/17/17

Project: Science Center

Site: **Santa Ana College**

Consultants: **Dovetail**

Type of Service: Furniture and Equipment Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$154,230.00	\$ 2,500.00	7/18/2017		12/31/2020
Total Agreement Amount	\$156,730.00				

AGREEMENT NO. 0234.00/DESCRIPTION:

This agreement #0234.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$156,730.00**

Contract End Date: **12/31/2020**

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

To:	Board of Trustees	Date:	July 17, 2017
Re:	Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for the Science Center Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional architectural design services. On October 13, 2014 the Board of Trustees approved an agreement with Hammel, Green and Abrahamson, Inc. (HGA) for professional design services for the new Science Center at Santa Ana College – to see original agreement, please [click here](#). The amendment is required to provide additional design services related to: 1) revisions due to electrical duct bank location 2) revisions to site plan to accommodate the future Health Sciences Building.

Due to required rerouting of new utility lines during the Central Plant/Infrastructure project, the construction team discovered that Campus Road (internal road) was too congested with existing utilities to fit all of the new utilities being installed and had to reroute new utility lines further north of Campus Road into Parking Lot 6, which conflicted with the current Science Center design. As a result of this change in the Central Plant/Infrastructure utility project, the Science Center design team had to redesign to reroute various utility systems, revise the generator/equipment enclosure location, revise a portion of the building structure, and revise planting and irrigation to accommodate the new location of the electrical duct bank within the Central Plant/Infrastructure project.

Additionally, now that the new Health Sciences Building project for the Russell Hall Replacement is a state funded project, the district and design team recommend revising the current Science Center site plan to reflect a more simplistic site plan removing temporary landscaping and parking that was planned in the interim as the date of construction for the Health Sciences Building was undetermined when the original Science Center design was completed. This redesign would save unnecessary site work construction in the Science Center project as this area will be demolished when the Health Sciences Building begins construction. The site improvements in this location would have been in place for a longer anticipated timeframe if the Health Sciences Building was not state funded and did not move forward for several years. The Science Center revisions will provide a more simplified site plan design which saves construction costs because they will be temporary measures before the start of the Health Sciences construction. This entails design adjustments to landscape/hardscape, irrigation, lighting, fire lane, parking lot, drop-off location, and signage and security locations. The design team will be required to obtain Local Fire Department approval as well as Division of State Architect approval. The site area between the Science Center and future Health Sciences Building will be built out and constructed under the scope of work for the new state funded

Health Sciences project (Russell Hall Replacement) and have a more enhanced design at that time. Design services for the new Health Sciences Building project is anticipated to begin in July 2018.

ANALYSIS:

The amendment is to increase the contract by \$126,974 (including \$5,000 in reimbursable expenses). The District has reviewed the fee and it is reasonable and within industry standards. The total revised contract amount is \$4,833,111. The services covered by this agreement commenced on October 14, 2014 and end June 30, 2020. The total project budget is \$73.38 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. Therefore, it is recommended to move forward with the additional scope of work to clarify the project for the architect.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Hammel, Green and Abrahamson, Inc. (Santa Monica) for Professional Design Services for the Science Center Project at Santa Ana College as presented.

Fiscal Impact:	\$126,974	Board Date: July 17, 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: 7/17/17

Project: Science Center

Site: **Santa Ana College**

Consultants: **Hammel, Green and Abrahamson, Inc.**

Type of Service: Architectural and Engineering Professional Design Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$3,909,395.00	\$ 200,000.00	10/14/2014	12/31/2019
Amendment #1	\$21,860.00		10/14/2014	12/31/2019
Amendment #2	\$480,000.00		10/14/2014	6/30/2020
Amendment #3	\$21,710.00		10/14/2014	6/30/2020
Amendment #4	\$73,172.00		10/14/2014	6/30/2020
Amendment #5	\$121,974.00	\$ 5,000.00	10/14/2014	6/30/2020
Total Agreement Amount	\$4,833,111.00			

AGREEMENT NO: 0077.00/DESCRIPTION:

Amendment #5 for additional design services for revisions due to "as-built" electrical duct bank location and revisions to site plan to accommodate future Health Sciences Building

This agreement #0077.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: \$126,974.00

New Contract End Date: 6/30/2020

FIFTH AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **18th** day of **JULY** in the year **2017**, between **HAMMEL, GREEN AND ABRAHAMSON, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0077.00 entered into on October 13, 2014, and amended on April 13, 2015, August 13, 2015, February 22, 2016 and March 27, 2017 to provide Architectural Services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - 1. By adding additional services per the attached Exhibit A; and
 - 2. By increasing the AGREEMENT amount by ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$126,974) from FOUR MILLION SEVEN HUNDRED SIX THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$4,706,137) for a total AGREEMENT amount of FOUR MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED ELEVEN DOLLARS (\$4,833,111).
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0077.00, effective October 13, 2014, shall remain in full force and effect.

HAMMEL, GREEN, ABRAHAMSON, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Tracy Conner-Crabbe, Director of Purchasing

EXHIBIT “A”

A. Scope of Services:

Hammel, Green, and Abrahamson, Inc. (HGA) shall provide additional design services for the following:

1. Electrical duct bank relocation due to new Central Plant project utility as-builts
2. New Site Plan to accommodate future Health Science Building due to recent state funding for the project.
3. Removal of CDS Unit and corresponding retention basin

1. Electrical duct bank relocation

a. Project Scope:

- Revise the site plan due to the as-built location of the underground electrical bank. Revisions include moving the emergency generator and transformer north to avoid the duct bank, revise primary and secondary feeder routes to the Science Center.
- Revisions to CMU wall location around the equipment, reanalyze and redesign of the CMU wall footing and coordination with duct bank location.
- Revise the planting plan and irrigation drawings. Revise the sidewalk design and location.
- Revisions to the Science Center structure including rotating one frame foundation and adjusting grade beams to clear the duct bank.
- Civil engineer review of duct bank location from a sketch of site conditions followed by as-built drawings. Create an overlay of as-built on design drawings, identify and mitigate potential impacts of the actual utility location with the current design including conflicts with footings, utilities and potential grading issues and update of civil design documentation.
- Revisions to construction documentation and review with DSA as needed.
- Refer to Exhibit “B” for design concept.

b. Scope of Services:

- Review of as-built information provided by the District for electrical duct bank locations and conflicts with the design documents.
- Design revisions due to duct bank location and impact on transformer, generator location and building structure.
- Provide needed construction documentation.
- Obtain agency approval.

2. Site plan revisions due to future Health Science Building:

a. Project Scope:

- Revise the site plan to delete all of the site work within the limit of work line for the Health Science Building site and provide temporary site work including: grass and ground cover with irrigation, fire lane, concrete sidewalks, seating areas with concrete paving and metal site furniture, walkway lighting, camera, blue phone, and revised location for ADA parking at existing parking lot.
- Provide revised design for site work and College review and approval.
- Revise the construction documents for architectural, electrical, civil, signage, security

and landscape and obtain DSA approval.

- Landscape architect to revise planting plan balancing water conservation restrictions with turf and ground cover areas, revise irrigation drawings and calculations, construction documents and resubmission to DSA .
- Revise the sidewalk design and locations, add fire lane on north side of Science Center, add metal site furniture bolted to the paving that can be relocated later, revise parking layout for ADA, carpool parking etc and provide new drop-off location.
- Civil engineer to revise site demolition and temporary control plans, civil grading and paving plans, coordinate utility plan with new site plan, coordinate storm water mitigation measures with the design and revise civil design documentation.
- Revisions to the electrical engineering work including lighting and power branch circuit conduit and wiring, panel schedules, lighting locations and calculations, camera and blue phone locations.
- Revisions to security drawings include relocation of security camera and revised documentation.
- Revisions to the signage location plans, elevation/detail drawings and specs.
- Refer to Exhibit “C” for design concept.

b. Scope of Services:

- Design revisions to the Health Science Building construction site work and provision of temporary site work per attached site plans and limits of work subject to College review and approval.
- Provide revisions to the construction documentation including drawings, specs and calculations.
- Obtain agency approvals including DSA and Fire Department.

3. Removal of CDS Unit and Corresponding Retention Basin:

- a. Revision due to future Health Science Building and the revision from hardscape to softscape.
- b. Project Scope to be confirmed.

B. Compensation / Fee Schedule:

1. Electrical duct bank relocation

Fixed fee of **TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS (\$29,988)**, billed monthly based on the effort completed in accordance with the fee schedule, per original agreement #0077.00.

2. Site plan revisions:

Fixed fee of **NINETY-ONE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS (\$91,986)** billed monthly based on the effort completed in accordance with the hourly fee schedule, per original agreement #0077.00.

3. Removal of CDS Unit and Corresponding Retention Basin:

Allowance of **FIVE THOUSAND DOLLARS (\$5,000)**. Use of this allowance shall be as agreed upon in writing from the District.

EXHIBIT "B"

Electrical Duct Bank Relocation:

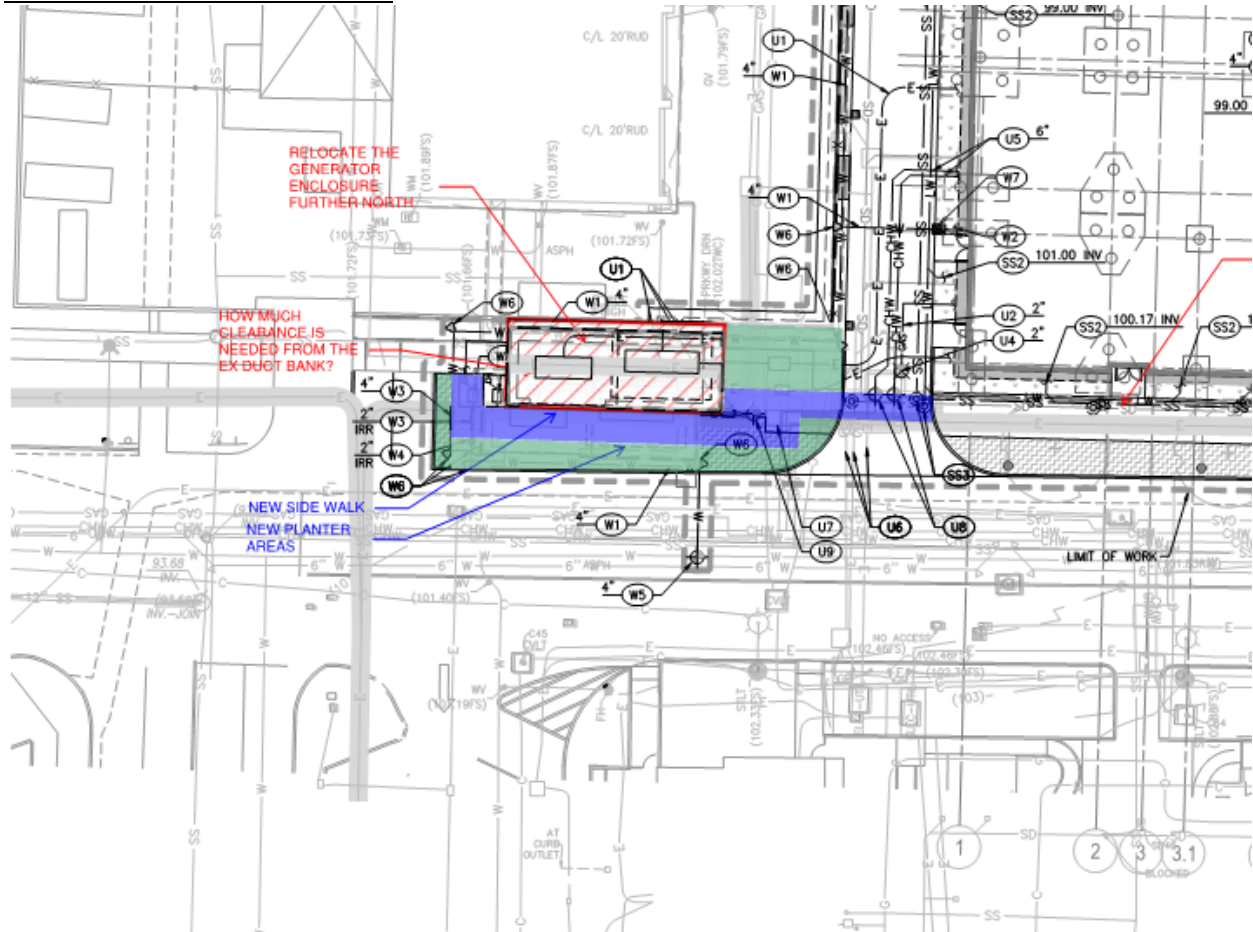
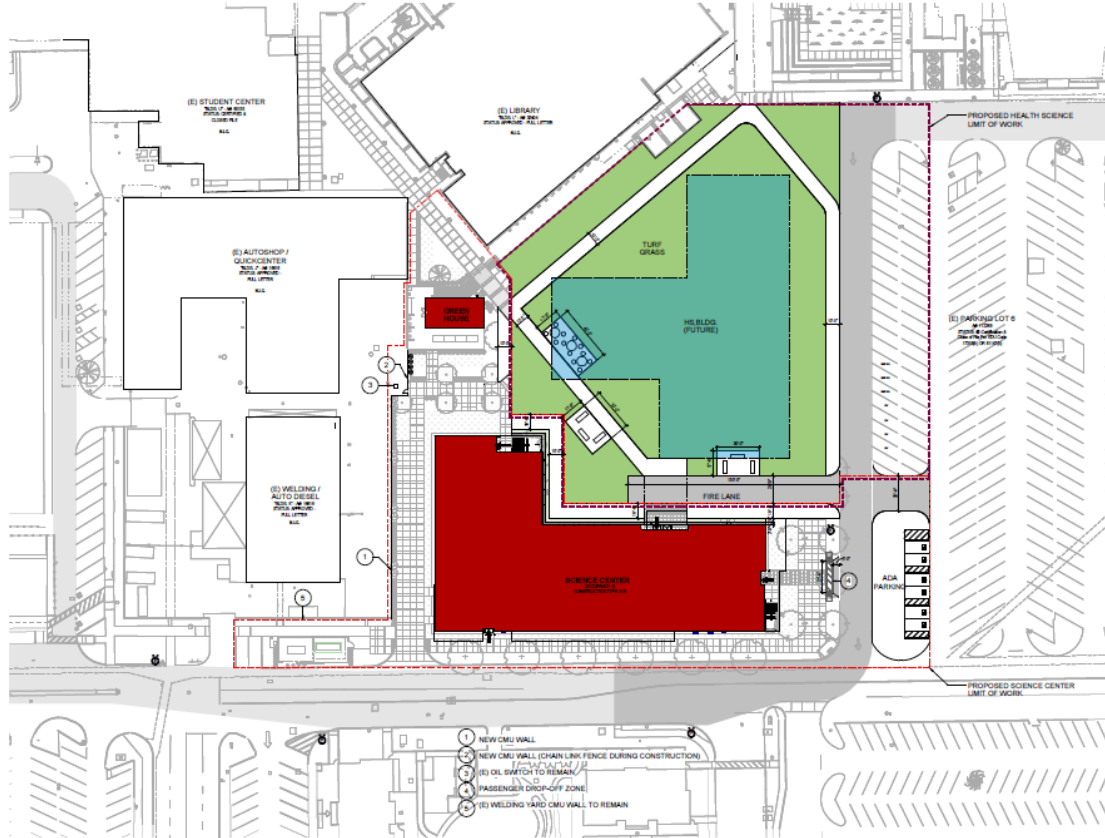


EXHIBIT "C"

Site plan revisions due to Health Science Building:



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

To:	Board of Trustees	Date:	July 17, 2017
Re:	Approval of Amendment to Agreement with The Solís Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement with The Solís Group for additional time and additional consulting services related to project labor coordination compliance with the Community Student Workforce Project Agreement (CSWPA) for associated Measure Q projects. The additional services is needed due to the addition of Johnson Demolition Phase 2, schedule changes, and to modify the monthly project report format after many lessons learned over the last year and a half with the first project of the Central Plant Site Utility Infrastructure project. The District is requesting that additional data collection and reporting be undertaken for remaining months and past months of the Central Plant project, as well as for future projects which involves the collection and review of Certified Payroll Records (CPRs) and additional supplemental data specifically requested by the District. On September 8, 2014, the Board of Trustees approved an agreement with The Solís Group for Labor Compliance Program and Community Student Workforce Project Agreement (CSWPA) Coordinator Consulting Services – to see original agreement, please [click here](#).

ANALYSIS:

The revised scope of work includes collection of monthly CPRs for all projects to gather data by employee hours worked to compare against the individual head count numbers on a project for all contractors and to add this as supplemental data to the monthly reports. The CSWPA currently requires a report of head count for the employees who work on a project by contractor to comply with the CSWPA requirements. The CSWPA has a goal that sixty-six percent (66%) of the positions for project work for a contractor be Orange County residents and fifty percent (50%) of the positions should be District Residents. The additional collection of the monthly CPRs will assist the The Solís Group on behalf of the District to provide this supplemental data which gives the District a thorough picture of how workforce labor can be accounted for with the contractors across the project. Additionally, The Solís Group will create a new custom CPR reporting form for all new projects to better isolate data collection on District resident criteria such as veterans of the U.S. armed forces, RSCCD program participants (i.e. apprentices or district graduates) which are not categories of identification on a CPR. The customized CPR form is needed to collect supplemental data not currently mandated by law in a typical CPR that is currently required to be provided to the State Department of Industrial Relations (DIR). This modified form will improve the identification and accuracy of all data the District desires to collect for projects. Therefore, this requires a custom report form be developed for the District to be used on projects subject to the CSWPA and to make this a contractor required report form for all sub-contractors. The Solís Group had previous utilized the monthly employee utilization form (MEUR) which was a custom created form for the Central Plant project and is utilized in the monthly collection of data aligned with the CSWPA reporting requirements. However, given the lessons learned in data collection

and review, it is recommended by The Solís Group and the District to now implement a new custom CPR form to supersede the existing contract MEUR form for future projects. This new form will facilitate improved collection and reporting of data by the contractors for all projects.

The services covered by this amendment commenced on September 9, 2014 and the new end date has been revised from December 31, 2019 to June 30, 2021. The amendment is to increase the contract by \$119,450 as summarized below to make these revisions and adjustments to reporting of projects. The revised total contract amount is \$560,619.

The Solís Group Agreement Amendment No. 2 Fee Summary						
Project	Period Covering	Duration (Months)	Add Fee Increase to Monthly Base Fixed Fee	New Revised Total Monthly Fixed Fee	Net Add Fixed Fee Increase to Current Contract	Notes
Central Plant	May 2017-January 2018	9 months	\$ 1,890.00	\$ 5,766.00	\$ 17,010.00	Utilizing old MEUR form.
Central Plant (Legacy)	November 2015, December 2015, May 2016 - December 2016	10 months	\$ 1,890.00	\$ 1,890.00	\$ 18,900.00	Utilizing old MEUR form. Legacy CPR data collection to provide supplemental reporting for past months, to match new data collection method starting May 2017.
Johnson Demo Phase 1	September 2017-February 2018	6 months	\$ (125.00)	\$ 3,075.00	\$ 2,450.00	Utilizing new custom CPR form, added 1 month to schedule, reduced monthly fee.
Johnson Demo Phase 2	September 2018 - February 2019	6 months	\$ 3,075.00	\$ 3,075.00	\$ 18,450.00	Utilizing new custom CPR form, added new project.
Johnson Student Center	March 2019 - June 2021	28 months	\$ 1,080.00	\$ 4,984.00	\$ 30,240.00	Utilizing new custom CPR form.
Science Center	January 2018-June 2020	30 months	\$ 1,080.00	\$ 5,297.00	\$ 32,400.00	Utilizing new custom CPR form.
			\$ 8,890.00	\$ 24,087.00	\$ 119,450.00	
					Total Add Fee Increase	

The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with The Solís Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College as presented.

Fiscal Impact:	\$119,450	Board Date: July 17, 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: 7/17/17

Project: Labor Compliance

Site: **Santa Ana College**

Consultants: **The Solis Group**

Type of Service: Labor Compliance and Community Student Workforce Project Agreement
Coordinator Consulting Services for Various Projects

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$441,169.00		9/9/2014	12/31/2019
Amendment #1		N/A		9/9/2014	12/31/2019
Amendment #2		\$119,450.00	N/A	9/9/2014	6/30/2021
Total Agreement Amount		\$560,619.00			

AGREEMENT NO: 0078.000/ DESCRIPTION:

Amendment #2 for additional consulting services and scope clarification.

This agreement #0078.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$119,450.00**

Contract End Date: **6/30/2021**

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **18th** day of **July** in the year **2017**, between **THE SOLIS GROUP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0078.00 entered into on September 8, 2014, and amended on June 13, 2016 to provide Labor Compliance Program/Certified Payroll Collection and Prevailing Wages Coordinator and Community and Student Workforce Project Agreement Project Coordinator Consulting Services for Various Projects at Santa Ana College. Please amend the AGREEMENT to include the following:
 - A. By adding additional services and by clarifying scope, as detailed per the attached Exhibit A.
 - B. By increasing the AGREEMENT amount by ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100 (\$119,450) from FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND NO/100 (\$441,169), for a total AGREEMENT amount of FIVE HUNDRED SIXTY THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO/100 (\$560,619).
 - C. By extending the contract completion date from December 31, 2019 to be through June 31, 2021.
2. Except as amended herein, the terms and conditions of AGREEMENT 00078.00 effective September 9, 2014, shall remain in full force and effect.

THE SOLIS GROUP

By _____
Print Name _____
Title _____
Date _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Tracy Conner-Crabbe, Director of Purchasing

EXHIBIT "A"

1. Scope of Services

The Solís Group shall continue to provide consulting services related to project labor coordination, overseeing the implementation, monitoring and monthly reporting requirements in compliance with the District's CSWPA as per Agreement #0078.00 with the addition of the following services:

- A. Add *New Johnson Demolition Phase 2* project (6 month duration)
- B. Add monthly collection of Certified Payroll Records (CPR) for projects and undertake analysis to provide additional data that includes man hours worked and head count data for monthly project reports for all projects subject to CSWPA requirements, including:
 - a. Central Plant
 - i. Collection of CPR for all remaining months (May 2017 through completion of project)
 - ii. Collection of CPR for all months prior to January 2017 (with the exception of Jan-Apr 2016)
 - b. Johnson Student Center Demolition Phase 1 and Phase 2
 - c. Johnson Student Center
 - d. Science Center
- C. Creation of a custom CPR form for contractor monthly reporting, as needed to capture data such as Veterans, participation in District apprenticeship programs or other RSCCD program participants as per the definitions outlined in the CSWPA for local and Orange County residents.
- D. On-going creation and development of monthly project reports as approved by the District complying with the terms of the CSWPA and to be utilized for Board of Trustee presentations and/or other meetings deemed appropriate by the District.

2. Compensation for Basic Services:

The DISTRICT shall compensate the CONSULTANT for performing the additional Services as described in Article 1 and this Exhibit, an additional not-to-exceed fixed fee of ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100 (\$119,450) in accordance with the fee schedule summary below.

The Solis Group Agreement Amendment No. 2 Fee Summary						
Project	Period Covering	Duration (Months)	Add Fee Increase to Monthly Base Fixed Fee	New Revised Total Monthly Fixed Fee	Net Add Fixed Fee Increase to Current Contract	Notes
Central Plant	May 2017-January 2018	9 months	\$ 1,890.00	\$ 5,766.00	\$ 17,010.00	Utilizing old MEUR form.
Central Plant (Legacy)	November 2015, December 2015, May 2016 - December 2016	10 months	\$ 1,890.00	\$ 1,890.00	\$ 18,900.00	Utilizing old MEUR form. Legacy CPR data collection to provide supplemental reporting for past months, to match new data collection method starting May 2017.
Johnson Demo Phase 1	September 2017- February 2018	6 months	\$ (125.00)	\$ 3,075.00	\$ 2,450.00	Utilizing new custom CPR form, added 1 month to schedule, reduced monthly fee.*
Johnson Demo Phase 2	September 2018 - February 2019	6 months	\$ 3,075.00	\$ 3,075.00	\$ 18,450.00	Utilizing new custom CPR form, added new project.
Johnson Student Center	March 2019 - June 2021	28 months	\$ 1,080.00	\$ 4,984.00	\$ 30,240.00	Utilizing new custom CPR form.
Science Center	January 2018-June 2020	30 months	\$ 1,080.00	\$ 5,297.00	\$ 32,400.00	Utilizing new custom CPR form.
			\$ 8,890.00	\$ 24,087.00	\$ 119,450.00	
					Total Add Fee Increase	
* Previous Johnson Demo fee was calculated at \$3,200 for 5 months = \$16,000. Monthly fee has been reduced by \$125, but one month was added to duration.						

There are no reimbursable expenses for this AGREEMENT.

3. Monthly Fixed Fee and Payment:

- A. CONSULTANT shall not bill on a monthly basis for projects if there is a delay or inactivity on the project that both parties deem appropriate and mutually agreed upon. The CONSULTANT shall invoice monthly.
- B. Should the DISTRICT elect to not proceed with any project, CONSULTANT will not receive any compensation for such project.
- C. DISTRICT shall have the authority to reallocate funds to projects (both existing and new) as deemed appropriate when funds are unused, as projects may change in duration and priority or schedule.
- D. DISTRICT and CONSULTANT shall mutually agree to adjust monthly fees for projects as needed if projects change in duration as long as the total fixed fee for the contract is not exceeded without Board of Trustees approval.

4. Proposed Projects

A. CONSULTANT shall continue to oversee the compliance with the District’s CSWPA, in accordance with this Exhibit, for the following projects:

1. Central Plant Project: Project scope includes a new central source of chilled water to cool to various existing buildings on campus; demolition and replacement of all electrical and plumbing infrastructures campus-wide; and the installation of new hardscape and landscaping for the new central quad. Estimated construction cost remains at \$45 million

2. Johnson Student Center Project: Project scope will include new construction of a new Johnson Center building, approximately 59,600 square feet; and confirmation of interim housing configuration utilizing the portable “Temporary Village” that is currently being installed by the District. Estimated construction cost remains at \$28 million

3. Johnson Demolition Project: Project scope will include the demolition of the existing Bookstore/Financial Aid building, approximately 10,562 square feet, and the Johnson Center building, approximately 54,438 square feet. Estimated construction cost is \$1.8 million but is now to be bid as two separate demolition projects, Phase 1 (building) and Phase 2 (subsurface underground).

4. Science Center Project: Project scope will include the demolition of three (3) existing buildings (“Building J”), approximately 14,600 gross square feet combined; construction of a new Science Center Building, approximately 65,428 gross square feet; and parking lot improvements to Lots 6, 7, 8, and 9. Estimated construction cost remains at \$48 million.

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Change Order #1 for Hamel Concrete, Inc. for Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy	
Action:	Request for Approval	

BACKGROUND:

On January 9, 2017, the Board of Trustees approved a contract with Hamel Concrete, Inc. for Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy. The project consisted of the removal of a temporary windscreen, demolition of existing ornamental steel and chain link fences, and installation of an 8-foot high precast panel site perimeter wall along Warner Avenue and Armstrong Avenue. The installation of the perimeter wall is approximately 1,065 linear feet, including necessary site improvements and is an added safety measure for screening purposes to secure the regional training facility located at 15991 Armstrong Avenue in Tustin at the request of the Orange County Sheriff's Department. The project was completed on June 7, 2017.

ANALYSIS:

Change Order #1 decreases the contract by \$5,004, which is a credit back to the District for unused unforeseen conditions allowance expenditures. The contract amount has been decreased from \$443,000 to \$437,996. Pursuant to Administrative Regulation 6600, staff is recommending approval of this change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project is funded by Capital Outlay and Redevelopment Agency Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for Hamel Concrete, Inc. for Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy as presented.

Fiscal Impact:	\$5,004 Credit	Board Date: July 17, 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: July 17, 2017
 Project/Bid No. 1307
 Site: OCSRTA
 Change Order (CO) No. : 1

Project Name: Site Wall/Improvement at Orange County Sheriff's Regional Training Academy
 Contractor: Hamel Concrete, Inc.
 Contract #: 17-P0044840

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
02/03/17	120	06/07/17		0	6/7/2017

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$443,000.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	1	-\$5,004.00	-1.1%
Total Change Order (s)		-\$5,004.00	-1.1%
Revised Contract Amount		\$437,996.00	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. The change order will result in a credit to the contract amount.	Owner	5	0	(\$5,004.00)	\$0.00	(\$5,004.00)
Subtotal					(\$5,004.00)	\$0.00	(\$5,004.00)
Grand Total							(\$5,004.00)

- 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:	July 17, 2017
Re:	Ratification of Award of Bid #1326 for Parking Lot 6 ADA Stalls (Phase II) at Santa Ana College		
Action:	Request for Ratification		

BACKGROUND:

This is a ratification for the award of Bid #1326 for Parking Lot 6 ADA Stalls (Phase II) at Santa Ana College. The project will create nine (9) new accessible parking stalls from the west side of Lot 6 to the middle of the lot, which includes adding one (1) new van accessible parking stall. A new path of travel from parking lot 6 south of Dunlap Hall from these new stalls will be constructed to facilitate and improve accessibility. The project will provide the necessary accessible parking that is needed in this lot when a portion of the western side of lot 6 will be removed due to the construction of the new Science Center building.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1326 for Parking Lot 6 ADA Stalls (Phase II) at Santa Ana College was advertised on May 31, 2017, and a Notice of Inviting Bids was sent to eighty-seven (87) contractors from the District's qualified contractors list on May 31, 2017.

A mandatory job walk was conducted on June 5, 2017. Bids were opened on June 12, 2017, as noted on the attached bid result form. The District received four (4) bids for the project. Amtek Construction (Whittier) submitted the lowest responsive bid in the amount of \$50,875. 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 #1326 to Amtek Construction.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCCAA to Amtek Construction. The anticipated start date is July 10, 2017. The estimated construction duration is thirty (30) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1326 to Parking Lot 6 ADA Stalls (Phase II) at Santa Ana College as presented.

Fiscal Impact:	\$50,875	Board Date: July 17, 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 #1326

Addendums Issued: 1

PROJECT: Parking Lot 6 ADA Stalls (Phase II) at
Santa Ana College

DUE DATE: June 12, 2017

At 2:00 P.M.

BIDDER

TOTAL BASE BID AMOUNT

Amtek Construction
12409 East Slauson Avenue, Suite I
Whittier, CA 90606

\$50,875

Golden Gate Construction
6481 Orangethorpe Avenue, Suite 26
Buena Park, CA 90620

\$66,564

Newbuild Construction and Restoration
625 West Katella Avenue, Suite 27
Orange, CA 92867

\$68,000

Access Pacific, Incorporated
755 East Washington Boulevard
Pasadena, CA 91104

\$93,500

4 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Reject all Bids for Bid #1327 for Roof Replacement Pool Building at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On behalf of Santa Ana College, this scheduled maintenance project is for the replacement of the flat roof on the pool building. The roof has observable holes and tears on the roof membrane, roof decking deficiencies, and ponding occurs in multiple locations. The roof is in need of a complete replacement with decking repairs. Bids received were above the target budget for a summer installation and highly inflated. Schedule and budget are currently being re-evaluated for any adjustments and a new timeline for bid in an off peak season is being considered.

ANALYSIS:

In accordance with California Uniform Public Construction Cost Accounting Act, Bid #1327 for Roof Replacement Pool Building at Santa Ana College was advertised on June 2, 2017 and a Notice of Inviting Bids was sent to eight (8) contractors from the District's qualified contractors list on June 2, 2017.

A mandatory job walk was conducted on June 8, 2017, and was attended by six (6) bidders. Bids were opened on June 15, 2017, as noted on the attached bid results form. The District received four (4) bids on the project. The District recommends rejecting all bids. The bids are over the target budget range. Staff is currently re-evaluating the scope of work, the budget, and construction schedule and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, the Vice Chancellor of Business Operation/Fiscal Services has rejected all bids under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1327 for Roof Replacement Pool Building at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: July 17, 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	



RANCHO SANTIAGO

Community College District

Facility Planning

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1327

Addendums Issued: 1

PROJECT: Pool Building Roof Replacement at
Santa Ana College

DUE DATE: June 15, 2017

At 2:00 PM

BIDDER

TOTAL BASE BID AMOUNT

Commercial Roofing Systems, Incorporated
11735 Goldring Road
Arcadia, CA 91006

\$73,348

Best Contracting Services, Incorporated
19027 South Hamilton Avenue
Gardena, CA 90248

\$78,711

Rite-Way Roof Corporation
15425 Arrow Route
Fontana, CA 92335

\$80,875

Letner Roofing Company
1490 North Glassell Street
Orange, CA 92867

\$92,900

4 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Accept the Completion of Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On January 9, 2017, the Board of Trustees approved a contract with Hamel Concrete, Inc. for Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy. The project was completed on June 7, 2017.

ANALYSIS:

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 \$437,996.

This project was funded by Capital Outlay and Redevelopment Agency 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: July 17, 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

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

NO FEES CHARGED PER GOVERNMENT CODE §27383

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 Orange County Sheriff's Regional Training Academy, located 15991 Armstrong Avenue, Tustin, caused improvements to be made to the property to with: Bid #1307 for the Site Wall/Improvement Project at Santa Ana College Orange County Sheriff's Regional Training Academy, the contract for the doing of which was heretofore entered into on the 9th day of January, 2017, which contract was made with Hamel Concrete, Inc. PO 17-P0044840 as contractor; that said improvements were completed on the 7th day of June, 2017 and accepted by formal action of the governing Board of said District on the 17th day of July, 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 North American Specialty Insurance Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the 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

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

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

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Change Order #1 for Aramexx Construction for Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On February 6, 2017, the Board of Trustees approved a contract with Aramexx Construction for Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College. As part of the District's water conservation measures and Scheduled Maintenance projects, the existing site irrigation control system at Santiago Canyon College was upgraded to reduce water consumption.

The proposed project replaced all irrigation flow meters, flow valves, provides a new control system with localized weather stations. Irrigation control is cloud-based and can be remotely managed using the college's existing wireless infrastructure. The weather stations monitor rain fall controlling the amount of irrigation water at each irrigation zone and use seasonal trend technology to auto adjust water demand. The system will provide reporting features allowing the college and District to report water usage. This level of reporting and control will allow the college to more effectively manage irrigation water consumption and lower utility costs.

ANALYSIS:

Change Order #1 increases the contract amount by \$3,103.29 and extends the contract duration by 16 days. The scope of work under this change order includes additions due to unforeseen underground conditions at utility connections. Additional site investigation work, excavation work, concrete removal, utility connection tests to determine final point of connections and relocation of valves to monitor water flow were needed due to inaccurate and missing as-built plans. The contractor needed additional time to complete this project. The costs in the change order cover both labor and time.

The costs indicated in the change order are considered fair, reasonable and within industry standards by the staff. The change order for the project is 1.25% of construction cost. The increase to the contract amount associated with this change order is \$3,103.29. The contract amount has been increased from \$248,532 to \$251,635.39. Pursuant to Administrative Regulation 6600, staff has approved this change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

The project is funded by Scheduled Maintenance, Capital Outlay Funds and Proposition 39 Rebates.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for Aramexx Construction for Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College as presented.

Fiscal Impact:	\$3,103.29	Board Date: July 17, 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 Date: July 17, 2017
 Project/Bid No. 1313
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: Irrigation Controls Upgrade
 Contractor: Aramexx Group Inc.
 Contract #: 17-P0045121

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
02/23/17	100	06/03/17	0	16	6/19/2017

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$248,532.00	
Previous Change Orders	0	\$0.00	0.00%
This Change Order	1	\$3,103.39	1.25%
Total Change Order (s)		\$3,103.39	1.25%
Revised Contract Amount		\$251,635.39	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Multiple unforeseen underground conditions encountered during the course of utility connections at the Library, Building A, and Building B. Additional site investigation work, excavation work, concrete removal, utility connection tests to determine final point of connections, and relocation of valves to monitor water flow. The unknown conditions are a result of unavailable as-builts, incorrect as-builts, incorrectly labeled utility valves, and differing site conditions. The additional scope of work is necessary to complete the irrigation control upgrades allowing the college to control and monitor water usage as part of the District's water conservation goals.	Owner	2	16	\$0.00	\$3,103.29	\$3,103.29
Subtotal					\$0.00	\$3,103.29	\$3,103.29
Grand Total							\$3,103.29

Reason Code

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

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Change Order #1 for Golden Gate Construction for Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On September 12, 2016, the Board of Trustees approved a contract with Golden Gate Construction for Bid #1299 for the Americans with Disabilities Act (ADA) Improvements Phase 1 at Santiago Canyon College. The ADA Improvements Phase 1 project addresses scope of work associated with an accessibility lawsuit and is the first project of several to correct ADA and barrier removal deficiencies. The ADA Improvements Phase 1 project consists of upgrades to the parking stalls and path of travel at parking lots 1, 6 and 7 as well as upgrades to the pedestrian switchback ramp located south of the gymnasium/aquatics center adjacent the area referred to as the "Walk of Champions". The project has completed construction but has encountered unforeseen field conditions with a discovered underground sprinkler main break which caused additional work covered in the cost increase for this change order. The additional days added to the contract were needed to complete the project but is a non-compensable time extension.

ANALYSIS:

Change Order #1 increases the contract amount by \$35,763 and extends the contract duration by 63 days. The scope under this change order includes work associated with repairs due to an unforeseen underground sprinkler utility main break encountered during the Walk of Champions ramp improvements and additional concrete work to extend the Walk of Champions ramps per an architect design revision to adjust for field conditions. The cost of repairs include field investigation, potholing, utility repairs, backfilling, ramp remediation including removal of saturated soils, resurvey of forms, regrading ramps, re-compacting ramps, and reinstallation of wooden forms. The costs to address the unforeseen issues were necessary to continue with ramp accessible improvements. The change order only includes the cost of the work associated with the unforeseen issues. The time extension has been granted as non-compensable as the contractor only needed additional time to complete this project and the District agreed with the time extension.

The costs indicated in the change order are considered fair, reasonable and within industry standards by architect, construction manager and staff. The change order for the project is 9.99% of construction cost. The increase to the contract amount associated with this change order is \$35,763. The contract amount has been increased from \$357,682 to \$393,445. Pursuant to Administrative Regulation 6600, staff has approved this change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for Golden Gate Construction for Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College as presented.

Fiscal Impact:	\$35,763	Board Date: July 17, 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 Date: July 17, 2017
 Project/Bid No. 1299
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: ADA Improvements Phase 1
 Contractor: Golden Gate Construction
 Contract #: 17-P0043106

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
10/05/16	205	04/28/17	0	63	6/30/2017

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$357,682.00	
Previous Change Orders	0	\$0.00	0.00%
This Change Order	1	\$35,763.00	9.99%
Total Change Order (s)		\$35,763.00	9.99%
Revised Contract Amount		\$393,445.00	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	The scope under this change order includes an unforeseen underground sprinkler utility main break encountered during the Walk of Champions ramp improvements. The cost of repairs include field investigation, potholing, utility repairs, backfilling, ramp remediation including removal of saturated soils, resurvey of forms, regrading ramps, recompacting ramps, and reinstallation of wooden forms. The costs to address the unforeseen issues were necessary to continue with ramp improvements. The change order only includes the cost of the work and does not include extra costs for ramp delays associated with the unforeseen issues.	Owner	2	0	\$0.00	\$27,563.00	\$27,563.00
2	The scope under this change order includes additional concrete work to extend the Walk of Champions ramps per an architect design revision to provide construction tolerances and to allow earth settlement without impacting ADA maximum elevation requirements.	Owner	4	0	\$0.00	\$8,200.00	\$8,200.00
Subtotal					\$0.00	\$35,763.00	\$35,763.00
Grand Total							\$35,763.00

Reason Code

- 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: July 17, 2017
Re:	Ratification of Award of Bid #1325 for U Portables Certification Plumbing at Santiago Canyon College	
Action:	Request for Ratification	

BACKGROUND:

This is a ratification for the award of Bid #1325 for plumbing work. 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 project is currently managed by construction manager, Cumming, Corporation who has been managing the construction progress of the three current prime contracts of site work, electrical work, and interior work.

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.

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 all four contracts (including the plumbing contract), the portables will be certified by DSA. Following the certification by DSA, 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 #1325 for U Portables Certification Plumbing at Santiago Canyon College was advertised for a second

time on May 22, 2017 and a Notice Calling for Bids was sent to twenty-three (23) contractors from the District’s qualified contractors list on May 19, 2017. This is the second bid advertisement for this project as there was only one bidder from the Bid #1317 on March 20, 2017. The bid was over the target budget at that time and had a low bidder turnout, which resulted in the District re-bidding this project.

A mandatory job walk was conducted on May 30, 2017. Bids were opened on June 19, 2017. The District received one (1) bid for the project as noted on the attached bid results form. Patriot Contracting & Engineering submitted the only bid in the amount of \$97,791, and is within the target budget. 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 #1325 to Patriot Contracting & Engineering.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCCAA to Patriot Contracting & Engineering. The estimated construction duration is thirty (30) days. The anticipated start date is July 10, 2017.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1325 for U Portables Certification Plumbing at Santiago Canyon College as presented.

Fiscal Impact:	\$97,791	Board Date: July 17, 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 #1325

Addendums Issued: 1

PROJECT: U Portables Certification-Plumbing
at Santiago Canyon College

DUE DATE: June 19, 2017
At 2:00 P.M.

BIDDER

TOTAL BASE BID AMOUNT

Patriot Contracting & Engineering
22601 La Palma Avenue, Suite 100
Yorba Linda, CA 92887

\$97,791

1 TOTAL BIDDER

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Ratification of Award of Bid #1328 for ADA Improvements at 1937 West Chapman Avenue, Orange, for the Orange Education Center	
Action:	Request for Ratification	

BACKGROUND:

This is a ratification for the award of Bid #1328 for American with Disabilities Act (ADA) Improvements at 1937 West Chapman Avenue, Orange. The Santiago Canyon College requested a review of accessibility into the leased building located at 1937 West Chapman Avenue in the City of Orange. An accessibility evaluation discovered multiple non-compliant barrier access problems that require corrections to provide the necessary access for students, staff and visitors. The proposed improvements include asphalt and concrete path of travel repairs from the existing accessible parking spaces to the entrance of the building, new exterior and interior signage, and desk counter modifications. According to the lease agreement with the building owner, the district is required to make the necessary accessibility improvements if deficiencies are discovered. These proposed improvements were submitted and approved by the City of Orange as a voluntary correction and were approved by the landlord.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1328 for ADA Improvements at 1937 West Chapman Avenue, Orange was advertised for a second time on June 5, 2017, and a Notice of Inviting Bids was sent to eighty-one (81) contractors from the District's qualified contractors list on June 5, 2017. This is the second bid advertisement for this project as there was only one bidder from the Bid #1321 on April 3, 2017. The bid was over the target budget and had a low bidder turnout.

A mandatory job walk was conducted on June 9, 2017. Bids were opened on June 19, 2017, as noted on the attached bid result form. The District received four (4) bids for the project. SJD & B, Inc. (Rancho Cucamonga) submitted the lowest responsive bid in the amount of \$48,800. 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 #1328 to SJD & B, Inc.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCCAA to SJD & B, Inc. The anticipated start date is July 18, 2017. The estimated construction duration is forty-five (45) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1328 for American with Disabilities Act (ADA) Improvements at 1937 West Chapman Avenue, Orange, for the Orange Education Center as presented.

Fiscal Impact:	\$48,800	Board Date: July 17, 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 #1328

Addendums Issued: 1

PROJECT: ADA Improvements at 1937 Chapman Avenue

DUE DATE: June 19, 2017

At 2:00 P.M.

BIDDER

TOTAL BASE BID AMOUNT

SJD & B, Incorporated
10970 Arrow Route, Unit 101
Rancho Cucamonga, CA 91730

\$48,800

Newbuild Construction and Restoration, Incorporated
625 West Katella Avenue, Suite 27
Orange, CA 92867

\$64,500

Golden Gate Steel, Incorporated dba Golden Gate Construction
6481 Orangethorpe Avenue, Suite 26
Buena Park, CA 90620

\$69,872

Norse Corporation
3555 Harbor Gateway South, Suite F
Costa Mesa, CA 92626

\$102,159

4 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Accept the Completion of Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On September 12, 2016, the Board of Trustees approved a contract with Golden Gate Construction for Bid #1299 for the Americans with Disabilities Act (ADA) Improvements Phase 1 at Santiago Canyon College. The project was completed on July 10, 2017.

ANALYSIS:

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 \$393,445.

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: July 17, 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

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

NO FEES CHARGED PER GOVERNMENT CODE §27383

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 Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 13th day of September, 2016, which contract was made with Golden Gate Construction PO 17-P0043106 as contractor; that said improvements were completed on the 10th day of July, 2017 and accepted by formal action of the governing Board of said District on the 17th day of July, 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 American Contractors Indemnity Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the 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

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

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

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Accept the Completion of Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On February 6, 2017, the Board of Trustees approved a contract with Aramexx Construction for Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College. The project was completed on June 19, 2017.

ANALYSIS:

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 \$251,635.39.

This project was funded by Scheduled Maintenance, Capital Outlay Funds and Proposition 39 Rebates.

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: July 17, 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

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

NO FEES CHARGED PER GOVERNMENT CODE §27383

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 Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1313 for Irrigation Controller Upgrades at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 6th day of February, 2017, which contract was made with Aramexx Construction PO 17-P0045121 as contractor; that said improvements were completed on the 19th day of June, 2017 and accepted by formal action of the governing Board of said District on the 17th day of July, 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 Western Surety Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the 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

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

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

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

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Agreement with the Orange County Sheriff's Department – for Range Qualification, Professional Development and Tactical Training	
Action:	Request for Approval	

BACKGROUND

The Public Safety Task Force recommended transitioning the Rancho Santiago Community College District Safety department from a non-armed safety department to non-sworn armed safety department. District Safety Officers who meet the qualifications will become armed to improve overall campus safety as well as provide a rapid response in the event of an emergency. Armed and unarmed officers will require ongoing formalized training to stay abreast of changes in tactics, legislations and best practices.

ANALYSIS

Currently, we do not have a primary training provider or the use of a range for regular firearm qualifications. With some armed staff already (Chief, Lieutenant, Sergeants) and more planned, it is imperative personnel carrying safety equipment such as handcuffs, impact weapons, pepper spray, and firearm routinely practice in a safe environment to ensure proficiency. Use of this type of equipment is low frequency but high risk and carries significant liability if used improperly. Providing all staff with consistent regular and ongoing training will improve competence and readiness in executing assigned task and confidence during an emergency.

The Orange County Sheriff's Department regional training facility offers a wide variety of options for training and qualifications. The facility located in the City of Orange boast two ranges, classrooms, a tactical training village, simulators, and a number of training experts utilized by law enforcement throughout the state. In addition to weapons training, other courses offered include diversity training, communications, leadership, mental health responses, drug recognition and more.

Fees vary, based on the use; qualification will cost approximately \$6.50 per person. Basic courses cost between \$15 and \$35 per person. Based on the compliment of full time personnel, the open-ended contract will cost between \$2,000 and \$5,000 annually. The overall pricing is consistent with agencies such as the Orange Police Department who utilize the facility in the same manner.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with the Orange County Sheriff's Department Regional Training Center and the Rancho Santiago Community College District as presented.

Fiscal Impact:	TBD	Board Date: July 17, 2017
Prepared by:	Toni Bland, Interim Chief Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Project No: PM 462-6620-19-31
 Project Name: Rancho Santiago Community College District
 Project Location: Katella Training Facility

LICENSE

This License Agreement (“**License**”) is made _____, 20__ (“**Effective Date**”), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”), and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “**LICENSEE**”), without regard to number or gender. COUNTY and LICENSEE may be referred to individually herein as a “**Party**” or collectively as the “**Parties.**”

RECITALS

- I. WHEREAS, LICENSEE desires the use of a convenient and suitable facility for proficiency training and qualification of its personnel in any one or in any combination of the following training facilities: Live Fire Ranges, Tactical Range, Tactical Village, and Classrooms; and,
- II. WHEREAS, COUNTY owns a duly licensed firearms range, tactical range, and tactical village, known collectively as the Katella Training Facility (“**Facility**”), which meets or exceeds LICENSEE’s needs.

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Parties acknowledge herein and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, COUNTY and LICENSEE do hereby agree as follows:

1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this Clause, unless otherwise apparent from context:

“**Board of Supervisors**” shall mean the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Captain**” shall mean the Captain of the Katella Training Facility, Sheriff-Coroner Department, County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall be designated by the Sheriff-Coroner.

“**Chief Real Estate Officer**” shall mean the Chief Real Estate Officer of the County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as may be designated by the County Executive Officer.

“**Commencement Date**” shall mean the first scheduled date of use by LICENSEE at the Facility.

“**County Counsel**” shall mean the legal counsel of the County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

1 “County Executive Officer” shall mean the County Executive Officer, County Executive Office, County of
3 Orange, or designee, or upon written notice to COUNTY, such other person as may be designated by the Board of
Supervisors.

5 “License Area” shall mean the area(s) of LICENSEE’s use of the Facility as determined by the Captain or designee.

7 “Risk Manager” shall mean the Manager of the County Executive Office (CEO)/Risk Management Department,
9 County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall be designated
by the Board of Supervisors.

11 “Sheriff” shall mean the Sheriff of the County of Orange, or designee, or upon written notice to LICENSEE, such
person or entity as shall be designated by the Board of Supervisors.

13 **2. TERM (AMLC-3.1 S)**

15 This License shall become effective upon the Effective Date. Said License shall continue in effect until terminated
17 as provided in Clause 3 (TERMINATION) of this License or until ten (10) years from the date first written above,
whichever occurs first.

19 **3. TERMINATION (AMLC-3.3 N)**

21 This License shall be revocable by either COUNTY or LICENSEE at any time without cause; however, as a
23 courtesy, each Party will attempt to give forty-five (45) days prior written notice to the other Party. In the event
either Party terminates this License, LICENSEE shall promptly remove any of its equipment from the Facility no
25 later than the actual date of termination.

27 **4. LICENSE AREA (AMLC-4.1 N)**

29 COUNTY grants to LICENSEE the non-exclusive and revocable right to use certain areas, hereinafter referred to
as “License Area(s),” located within the Facility as shown on Exhibit A, attached hereto and by this reference
31 made a part hereof, and listed on Schedule I, attached hereto and by this reference made a part hereof. License
Area(s) may include any one or in any combination of the following training facilities: Live Fire Ranges, Tactical
Range, Tactical Village, and Training rooms.

33 **LICENSE AREAS ARE COMPRISED OF THE FOLLOWING:**

35 **TACTICAL VILLAGE TRAINING**

37 The Tactical Village has three levels of participant involvement, representing tactical movement, interactive
39 scenario training, and force-to-force training. For force-to-force scenario training, Simunition is required. Specially
modified firearms are provided, as well as required safety gear, including helmets with full-face shields, neck
41 protectors, chest protectors, and gloves.

43 **Tactical Movement Training**

45 All eight buildings in the Tactical Village are available for movement drills, including cover and concealment,
entries, and buildings searches. Safety checked and taped firearms are permitted, with NO LIVE AMMO. Replica
47 rubber guns are provided at no cost, if requested, for participant use. COUNTY shall determine scheduling and
inclusion of Tactical Village buildings.

49 **Interactive Scenario Training**

All of the parameters for Tactical Movement Training are included, with role players and evaluators added for
real-life interactive scenarios. Participants are evaluated on their abilities to resolve the scenario.

1 **Force-on-Force Scenario Training**

3 Force-on-Force Scenario Training shall include the components of Interactive Scenario Training. In addition,
5 Force-on-Force Scenario Training shall also include Simunition, Simunition equipped firearms, and all related
7 safety gear. Role players are similarly equipped and interact with the participants during the scenarios, reinforcing
9 officer safety techniques.

7 The maximum class size shall be 24, which requires 3 scenarios. Each scenario shall have 2 role players and 1
9 evaluator. Evaluator cost may be minimized or eliminated if the Tactical Training Center (“TTC”) staff has no
11 scheduling conflicts. Elimination of Evaluator cost shall be at the sole discretion of Captain or designee. Evaluators
13 will also act as safety officers during Interactive Scenario Training and Force-on-Force Scenario Training.

11 For the purpose of this LICENSE, evenings in the Tactical Village are those hours starting at 1500 hours or later.

13 **DRIVING AND FORCE OPTION SIMULATORS**

15 Driving Simulators are situated within the TTC and consist of four (4) driving pods in a classroom setting.
17 Participants are lectured by certified driving instructors as to proper defensive driving techniques, accident
19 avoidance maneuvers, pursuit driving, and “Code Three” emergency vehicle operation procedures. Participants
21 will operate the Driving Simulators, applying the lecture lessons to the interactive driving programs on the
23 simulators.

21 The Force Option Simulator is located in a separate classroom adjacent to the Driving Simulators and may be
23 employed in conjunction with the Driving Simulators. Force Option classes are taught by certified firearms
25 instructors specially trained in tactical decision making and officer safety techniques. The Force Option Simulator
27 projects shoot/don’t shoot scenarios, based on actual incidents, on a 12 foot screen. Scenarios are interactive based
29 on the participants actions, and have multiple endings. Participants are armed with dry-fire laser weapons, pepper
31 spray, and batons.

27 For both Driving Simulator classes and Force Option classes, including combination classes, the maximum class
29 size shall be 8, and require 2 instructors to maintain P.O.S.T. certification for the classes.

31 **TRAINING CLASSROOMS**

33 Classrooms for general instruction purposes may be rented out for whole or half days with rental rates as provided
35 on **Exhibit B**, attached hereto and by this reference made a part hereof. All classroom rentals shall be for the entire
37 classroom and no portioning of a classroom shall be permitted. Classrooms 101 and 102 can seat up to 40 persons;
39 Classroom 103 can seat up to 30 persons; Classroom 201 can seat up to 65 persons; Classroom 202 and 203 can
41 seat up to 45 persons each.

39 **5. USE (AMLC-5.1 N)**

41 LICENSEE’s and User Group’s (“**User Group**”) use of the License Area shall be on a first-come, first-serve basis.
43 Reservations may be made for especially large or special classes and shall be during those days and times pre-
45 arranged and designated by mutual agreement between LICENSEE, acting through and represented by the
47 LICENSEE or written designee, and COUNTY as represented by the SHERIFF’s Captain or designee.

45 At the option of LICENSEE, Captain or designee shall provide written confirmation of the agreed upon date and
47 time of use of the License Area. Where a confirmation is required, it may be prepared by SHERIFF’s personnel
49 on duty at the License Area, and transmitted by mail, fax, or making a copy available for LICENSEE to pick-up at
the Facility.

1 Cancellation of any scheduled events shall be coordinated with the Captain or designee. LICENSEE agrees to pay
3 a cancellation fee equal to the COUNTY's set up costs for the scheduled event plus 10% when such cancellation
occurs less than forty-eight (48) hours prior to the scheduled event. Captain or designee may waive cancellation
fees at Captain's or designee's sole discretion.

5 LICENSEE's and User Group's use of the License Area shall be limited to those areas defined by the License Area
7 and shall be restricted to the terms and conditions of this License and the General Conditions, attached hereto and
by this reference made a part hereof.

9 At all times when LICENSEE is conducting firearms training at the License Area, LICENSEE shall have present,
11 and supervising its operations, a Certified Rangemaster, Weapons Instructor or other Safety Officer with firearms
training and experience adequate, in the sole discretion of Captain or designee, to serve in that capacity (i.e., NRA,
13 FBI or P.O.S.T. Certification or other recognized training certification). LICENSEE is not required to have a
Certified Rangemaster, or any other Safety Officer present during individual officer qualifications.

15 LICENSEE agrees not to use the License Area for any other purpose, nor to engage in or permit any other activity
within or from the License Area. LICENSEE further agrees not to conduct or permit to be conducted any public
17 or private nuisance in, on, or from the License Area, nor commit or permit to be committed waste on the License
Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

19 **6. LICENSE FEE (AMLC-6.1 N)**

21 LICENSEE agrees to pay COUNTY all pertinent fees in connection with use of the License Area(s) and in
23 accordance with the rates listed in Exhibit B ("Fee Charges"), which exhibit is attached hereto and by reference
made a part hereof. The number of persons comprising LICENSEE's user group, shall be determined at the sole
25 discretion of the Captain or designee, as may be deemed appropriate under the circumstances.

27 Sheriff shall invoice LICENSEE within thirty (30) days after LICENSEE's use of License Area. LICENSEE
agrees to pay invoice within thirty (30) days after receipt of same.

29 Sheriff reserves the right, at any time, to pro-rate, reduce, increase, adjust, or waive such Fee rates (collectively,
31 "Fee Adjustments") based on one or more of the following factors:

- 33 A. The proposed use or operation of the Facility, or any portion thereof, by or for LICENSEE shall be
unduly burdensome on such Facility and the various License Areas;
- 35 B. LICENSEE's proposed use or the date and time of such use of the Facility requires additional or unique
37 services to be performed or provided by Sheriff;
- 39 C. LICENSEE shall provide certain offsetting services or tangible benefits to Sheriff or the COUNTY;
- 41 D. There are new, unexpected or increased (or decreased) costs and expenses incurred by Sheriff in
operating the License Area; or,
- 43 E. The market Fee rates described under this License are less than current market rates charged in other
45 similar facilities.

47 In the event said Fee Adjustments become necessary, LICENSEE shall be given sixty (60) days prior written notice
49 by Sheriff of any increased amounts.

1 **7. PROCESSING FEE (N)**

3 Upon approval by COUNTY of this License, LICENSEE shall pay to COUNTY a processing fee of \$1,760.00 for
5 issuance of this License. In the event this License is processed under certain delegated authority from the Board of
7 Supervisors to the Chief Real Estate Officer, said processing fee shall be \$880.00. However, Sheriff reserves the
9 right to reduce the fee or waive the processing fee altogether at Sheriff's sole discretion. Said processing fee is
deemed earned by COUNTY and is not refundable. COUNTY shall provide LICENSEE with an invoice for
processing fee and LICENSEE shall promptly pay the total processing fee amount within thirty (30) days after
receipt of invoice.

11 **8. UTILITIES (AMLC-9.1 N)**

13 COUNTY shall be responsible for and pay all charges for utilities used by LICENSEE at the Facility.

15 **9. SAFETY PRECAUTIONS (N)**

17 LICENSEE and LICENSEE's User Group shall use all safety precautions customarily used by law enforcement
19 officers when engaged in activities of the type for which LICENSEE uses License Area, and LICENSEE and
LICENSEE's User Group shall follow all such additional safety precautions as may be prescribed by SHERIFF.

21 NO ALCOLHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN
THE LICENSE AREA.

23 **10. INSURANCE/SELF INSURANCE (AMLC 10.1 N)**

25 LICENSEE agrees to purchase or cause to be purchased, all required insurance, at LICENSEE's expense and to
27 deposit with the COUNTY certificates of insurance, including all endorsements required herein, or letter of self-
29 insurance necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with
31 and to keep such insurance coverage and the certificates and endorsements in force during the entire term of this
33 License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is
terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides
evidence of the required insurance coverage acceptable to Sheriff, this License may be reinstated at the sole
discretion of Sheriff. LICENSEE shall pay COUNTY five hundred (\$500.00) for processing the reinstatement of
this License.

35 LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not
37 in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an
official binder being in the possession of Sheriff. In no cases shall assurances by LICENSEE, its employees, agents,
39 including any insurance agent, be construed as adequate evidence of insurance. Sheriff will only accept valid
certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.
41 LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY
may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the
Sheriff reinstates the License.

43 If LICENSEE fails to provide Sheriff with a valid certificate of insurance and endorsements, or binder at any time
45 during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the
License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall
47 permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to
prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and
49 agents, from entering the License Area until such time as Sheriff is provided with adequate evidence of insurance
required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such

1 interruption of business and possession, including, but not limited to, damages resulting from any loss of income
3 or business resulting from the COUNTY's action.

5 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to
7 the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or
9 subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the
11 LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance
13 requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work
15 within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this
17 License and be available for inspection by a COUNTY representative at any reasonable time.

19 All self-insured retentions (“SIRs”) and deductibles shall be clearly stated on the Certificate of Insurance. If no
21 SIRs or deductibles apply, indicate this on the Certificate of Insurance with a “0” by the appropriate line of
23 coverage.

25 If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License, the
27 COUNTY may terminate this License.

29 **Qualified Insurer:**

31 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
33 Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating
35 Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be
37 licensed to do business in the state of California (California Admitted Carrier).

39 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains
41 the right to approve or reject a carrier after a review of the company's performance and financial ratings.

43 The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage
45 as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

47 **Required Coverage Forms**

49 The Commercial General Liability coverage shall be written on Insurance Services Office (“ISO”) form CG 00 01,
or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or
a substitute form providing liability coverage as broad.

1 **Required Endorsements**

3 The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 5 A. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming
7 the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
- 9 B. A primary non-contributing endorsement evidencing that LICENSEE's insurance is primary and any
11 insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.

13 All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

15 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

17 LICENSEE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of LICENSE, upon which COUNTY may suspend or terminate this LICENSE.

19 The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

21 Insurance certificates should be forwarded to COUNTY address provided in Clause 16 (NOTICES) below or to an address provided by the Director. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

23 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by COUNTY's Risk Manager as appropriate to adequately protect COUNTY.

25 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

27 The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

29 **11. LIMITATION OF THE LICENSE (AMLC-13.1 S)**

31 This License and the rights and privileges granted LICENSEE in and to the License Area(s) are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. This includes, but is not limited to, on-site verbal instructions communicated to LICENSEE and LICENSEE's User Group by Sheriff's personnel on duty at the License Area.

1 Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance
2 to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

3 **12. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC 14.2 S)**

4 In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its
5 employees that directly or indirectly service the License Area, if applicable, or terms and conditions of this License,
6 in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE
7 shall also require and verify that its contractors or any other persons servicing the License Area, if applicable, or
8 terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their
9 eligibility for employment in the United States.

10 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California
11 Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum
12 Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever, or the
13 terms and conditions of this License. LICENSEE shall require and verify that all its contractors or other persons
14 servicing the License Area on behalf of the LICENSEE also pay their employees no less than the greater of the
15 Federal or California Minimum Wage.

16 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws
17 for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License
18 Area or terms and conditions of this License.

19 Notwithstanding the minimum wage requirements provided for in this Clause, LICENSEE, where applicable, shall
20 comply with the prevailing wage and related requirements, as provided for in Clause 10 (LABOR CODE
21 COMPLIANCE) of this License.

22 **13. BEST MANAGEMENT PRACTICES (AMLC 15.1 N)**

23 LICENSEE and all of LICENSEE's, subtenants, agents, employees and contractors shall conduct operations
24 under this License so as to assure that pollutants do not enter municipal storm drain systems which systems
25 are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater
26 Drainage System**"), and to ensure that pollutants do not directly impact "Receiving Waters"(as used herein,
27 Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and
28 oceans).

29 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant
30 Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and
31 to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter
32 collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within
33 the County of Orange, including the License Area licensed under this License. The County Parties have
34 enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being
35 discharged into the Stormwater Drainage System.

36 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have
37 developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan
38 ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties
39 within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural
40 control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater
41 runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the form of Model
42 Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets

1 contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain
2 pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the
3 impact of pollutants on stormwater runoff. The use under this License does not require BMP Fact Sheets.

5 **14. HAZARDOUS MATERIALS (AMLC-16.1 S)**

7 A. Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or
8 “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or
9 waste which is or shall become regulated by any governmental entity, including, without limitation, the
10 COUNTY acting in its governmental capacity, the State of California or the United States government.

11 B. Use of Hazardous Materials. LICENSEE or LICENSEE’s employees, agents, independent contractors
12 or invitees (collectively “**LICENSEE Parties**”) shall not cause or permit any Hazardous Materials to
13 be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under,
14 from or about the License Area (which for purposes of this Clause shall include the subsurface soil
15 and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License
16 Area small quantities of Hazardous Materials that are used in the ordinary, customary and lawful
17 cleaning of and business operations on the License Area.

18 C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License
19 Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii)
20 injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination
21 or any real or personal property wherever situated, LICENSEE, at its sole cost and expense, shall
22 promptly take all actions necessary or appropriate to return the License Area to the condition existing
23 prior to the introduction of such Hazardous Materials to the License Area and to remedy or repair any
24 such injury or contamination. Without limiting any other rights or remedies of COUNTY under this
25 License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under or about
26 the License Area as required by this License or by applicable laws in connection with the removal,
27 disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by
28 LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any
29 remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under
30 or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any
31 settlement agreement, consent decree or other compromise with any governmental or quasi-
32 governmental entity without first obtaining the prior written consent of the COUNTY. All work
33 performed or caused to be performed by LICENSEE as provided for above shall be done in good and
34 workmanlike manner and in compliance with plans, specifications, permits and other requirements for
35 such work approved by COUNTY.

36 D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby
37 agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY)
38 COUNTY, its elected officials, officers, employees, agents and independent contractors and the
39 License Area, from and against any and all liabilities, losses, damages (including, but not limited,
40 damages for the loss or restriction on use of rentable or usable space or any amenity of the License
41 Area or damages arising from any adverse impact on marketing of the License Area), diminution in
42 the value of the License Area, judgments, fines, demands, claims, recoveries, deficiencies, costs and
43 expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and
44 all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly
45 or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or
46 transportation of Hazardous Materials on, into, from, under or about the License Area by LICENSEE
47 or LICENSEE’s Agents. The foregoing indemnity shall also specifically include the cost of any
48

1 required or necessary repair, restoration, clean-up or detoxification of the License Area and the
3 preparation of any closure or other required plans.

5 **15. AUTHORITY**

7 LICENSEE and COUNTY (each, a “**Signing Party**”) each represents and warrants to the other that the person
9 or persons signing this License on behalf of the Signing Party has full authority to do so and that this License
11 binds the Signing Party. If requested by either Party, concurrently with the execution of this License, each
13 Signing Party shall deliver to the other a certified copy of a resolution of the Signing Party’s board of directors
15 or other governing board authorizing the execution of this License by the Signing Party.

17 **16. NOTICES (AMLC-17.1 S)**

19 All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate
21 by written notice and shall be sent through the United States mail and duly registered or certified, return receipt
23 requested, with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be
25 deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the
27 above, COUNTY may also provide notices to LICENSEE by personal delivery, by regular mail, or by email, and
29 any such notice given shall be deemed to have been given upon receipt.

31 **COUNTY**

33 Sheriff-Coroner
35 Katella Training Facility
37 1900 West Katella
39 Orange, CA 92867
41 Phone: (714) 538-2712
43 Email: bvirgoe@ocsd.org
45 Attn: Captain Brad Virgoe

31 **LICENSEE**

33 Rancho Santiago Community College District
35 2323 North Broadway, Suite 101
37 Santa Ana, CA 92706-1640
39 Phone: 714-480-7333 or Cell 714-454-7831
41 Email: Bland_toni@rsccd.edu
43 Attn: Chief Toni Bland,
45 District Safety and Security

31 and

33 Sheriff/Real Estate
35 320 N. Flower Street, Suite 108
37 Santa Ana, CA 92703
39 Phone: 714-834-2065
41 Email: jbordeaux@ocsd.org
43 Attn: Real Estate Manager

45 **17. ATTACHMENTS TO LICENSE (AMLC-18.1 S)**

47 This License includes the following, which are attached hereto and made a part hereof:

49 I. GENERAL CONDITIONS

II. EXHIBITS

- Exhibit A – Location Map & Plot Plan
- Exhibit B – Fee Charges
- Schedule I

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1 IN WITNESS WHEREOF, the Parties have executed this License of the date first written above.

3 **APPROVED AS TO FORM:**
5 **OFFICE OF COUNTY COUNSEL**
6 **COUNTY OF ORANGE, CALIFORNIA**

7
9 By: _____
10 Deputy

11 Date: _____

13

15

17

19 **RECOMMENDED FOR APPROVAL:**
20 **OC SHERIFF-CORONER**
21 **REAL PROPERTY SERVICES**

23 By: _____
24 Jonathan W. Bordeaux
25 Manager, Real Estate

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LICENSEE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____
2/2/17

COUNTY

COUNTY OF ORANGE:

Scott D. Mayer, Chief Real Estate Officer
County Executive Office/Real Estate
Delegation of Authority per Ordinance No. 03- 001 and
Resolution No. 14-014 of the Board of Supervisors

1 **GENERAL CONDITIONS**

3 **1. TIME (PMG1.3 N)**

5 Time is of the essence of this License. Failure to comply with any time requirement of this License shall constitute
7 a material breach of this License if not cured within thirty (30) days after receipt of written notice.

9 **2. SIGNS (PMG2.3 N)**

11 LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the License Area except
13 as approved by the Sheriff or as may be required by applicable law. Unapproved signs, banners, flags, etc., may
be removed by Sheriff without prior notice to LICENSEE.

15 **3. PERMITS AND LICENSES (PMG3.3 S)**

17 LICENSEE shall be required to obtain any and all approvals, permits and/or licenses which may be required in
19 connection with the operation of the License Area as set out herein. No permit, approval, or consent given
21 hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder,
nor shall any approvals or consents given by COUNTY, as a party to this License, be deemed approval as to
compliance or conformance with applicable governmental codes, laws, rules, or regulations.

23 **4. LICENSE ORGANIZATION (PMG5.3 S)**

25 The various headings and numbers herein, the grouping of provisions of this License into separate clauses and
27 paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered
otherwise.

29 **5. AMENDMENTS (PMG6.3 S)**

31 This License is the sole and only agreement between the parties regarding the subject matter hereof; other
33 agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly
executed by both parties.

35 **6. UNLAWFUL USE (PMG7.3 S)**

37 LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained within the License
39 Area, nor any business conducted or carried on therein or there from, in violation of the terms of this License, or
of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

41 **7. NONDISCRIMINATION (PMG8.3 N)**

43 LICENSEE agrees not to discriminate against any person or class of persons by reason of sex, age, race, color,
45 creed, disability, or national origin in employment practices and in the activities conducted pursuant to this
License.

47 **8. INSPECTION (PMG9.3 N)**

49 LICENSEE agrees that COUNTY and the authorized representatives of COUNTY shall have the right to enter
License Area at all reasonable times during reasonable business hours, but only following reasonable written or
telephonic notice to LICENSEE for the purpose of inspecting the License Area. COUNTY shall

endeavor to minimize any interference with LICENSEE's business on the License Area, which may be occasioned by such entry.

9. HOLD HARMLESS (PMG10.3 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees.

LICENSEE hereby agrees to indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees, with counsel approved by COUNTY, against any and all claims, loss, demands, damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY in such legal action, with counsel approved by COUNTY, unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

10. TAXES AND ASSESSMENTS (PMG11.3 S)

This License may create a possessory interest that is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the License Area or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

11. SUCCESSORS IN INTEREST (PMG12.3 S)

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

12. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (PMG13.3 S)

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Clause shall excuse LICENSEE from the prompt payment of any rental or other charge required of LICENSEE except as may be expressly provided elsewhere in this License.

13. PARTIAL INVALIDITY (PMG14.3 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

1 **14. WAIVER OF RIGHTS (PMG15.3 S)**

3 The failure of COUNTY or LICENSEE to insist upon strict performance of any of the terms, covenants, or
5 conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY or LICENSEE may
7 have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and
conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term,
covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose
right or remedy is being waived.

9 **15. DEFAULT IN TERMS OF THE LICENSE BY LICENSEE (PMG16.3 N)**

11 The occurrence of any one or more of the following events shall constitute a default hereunder by LICENSEE:

- 13 A. The abandonment or vacation of the License Area by LICENSEE, provided, however, COUNTY
15 acknowledges that LICENSEE's use of the License Area will involve the operation of automatic
17 communications equipment which does not require the presence of persons on the License Area for such
19 equipment's operation, that there will be extended periods of time during the term of the License when no
persons will be present on the License Area, and that the absence of persons from the License Area shall not
constitute vacation or abandonment of the License Area under the License.
- 21 B. The failure by LICENSEE to make any payment of rent or any other sum payable hereunder by LICENSEE,
23 as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof
from COUNTY to LICENSEE; provided, however, that any such notice shall be in lieu of, and not in addition
to, any notice required under California Code of Civil Procedure Section 1161 et seq.
- 25 C. The failure or inability by LICENSEE to observe or perform any of the provisions of this License to be
27 observed or performed by LICENSEE, other than specified in A or B above, where such failure shall continue
29 for a period of thirty (30) days after written notice thereof from COUNTY to LICENSEE; provided, however,
31 that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of
Civil Procedure Section 1161 et seq.; provided, further, that if the nature of such failure is such that it can be
cured by LICENSEE but that more than ten (10) days are reasonably required for its cure (for any reason other
than financial inability), then LICENSEE shall not be deemed to be in default if LICENSEE shall commence
such cure within said thirty (30) days, and thereafter diligently prosecutes such cure to completion.
- 33 D. In case of or in anticipation of bankruptcy, insolvency or financial difficulties:
 - 35 1. LICENSEE or any of LICENSEE's obligations hereunder shall generally not pay its debts as they
37 become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for
the benefit of creditors.
 - 39 2. A case is commenced by or against LICENSEE under Chapters 7, 11 or 13 of the Bankruptcy Code, Title
41 11 of the United States Code as now in force or hereafter amended and if so commenced against
LICENSEE, the same is not dismissed within sixty (60) days.
 - 43 3. The appointment of a trustee or receiver to take possession of substantially all of LICENSEE's assets
45 located at the License Area or of LICENSEE's interest in this License, where such seizure is not discharged
within thirty (30) days; or
 - 47 4. LICENSEE's convening of a meeting of its creditors or any class thereof for the purpose of affecting a
49 moratorium upon or composition of its debts. In the event of any such default, neither this License nor
any interests of LICENSEE in and to the License Area shall become an asset in any of such proceedings
and, in any such event and in addition to any and all rights or remedies of the COUNTY hereunder or by

1 law; provided, it shall be lawful for the COUNTY to declare the term hereof ended and to re-enter the
3 License Area and take possession thereof and remove all persons there from, and LICENSEE and its
creditors (other than COUNTY) shall have no further claim thereon or hereunder.

5 In the event of any default by LICENSEE (after its receipt of written notice and the expiration of applicable grace
and cure periods, if any), then, in addition to any other remedies available to COUNTY at law or in equity,
7 COUNTY may exercise the following remedies:

9 A. COUNTY may terminate this License and all rights of LICENSEE hereunder by giving written notice of such
termination to LICENSEE. In the event that COUNTY shall so elect to terminate this License, then COUNTY
may recover from LICENSEE:

- 11 1. The worth at the time of termination of the unpaid rent and other charges, which had been earned as of the
13 date of the termination hereof;
- 15 2. The worth at the time of termination of the amount by which the unpaid rent and other charges which
17 would have been earned after the date of the termination hereof until the time of award exceeds the amount
of such rental loss that LICENSEE proves could have been reasonably avoided;
- 19 3. The worth at the time of termination of the amount by which the unpaid rent and other charges for the
21 balance of the term hereof after the time of award exceeds the amount of such rental loss that LICENSEE
proves could be reasonably avoided;
- 23 4. Any other amount necessary to compensate COUNTY for all the detriment proximately caused by
LICENSEE's failure to perform its obligations under this License or which in the ordinary course of things
25 would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the
License Area, expense of re-letting, including necessary repair, renovation and alteration of the License
27 Area, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; and
- 29 5. Any other amount that COUNTY may by law hereafter be permitted to recover from LICENSEE to
compensate COUNTY for the detriment caused by LICENSEE's default.

31 The term "License Fee" as used herein shall be deemed to be and to mean the monthly License Fee and all other
33 sums required to be paid by LICENSEE pursuant to the terms of this License. All such sums, other than the
monthly rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month
35 period immediately prior to default, except that if it becomes necessary to compute such License Fee before such
24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount
37 during such shorter period. As used in subparagraphs A.1 and A.2 above, the "worth at the time of termination"
shall be computed by allowing interest at the maximum rate permitted by law. As used in subparagraph A.3 above,
39 the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal
Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of ten percent (10%)
per annum.

41 B. Continue this License in effect without terminating LICENSEE's right to possession even though LICENSEE
43 has breached this License and abandoned the License Area and to enforce all of COUNTY's rights and
remedies under this License, at law or in equity, including the right to recover the rent as it becomes due under
45 this License; provided, however, that COUNTY may at any time thereafter elect to terminate this License for
such previous breach by notifying LICENSEE in writing that LICENSEE's right to possession of the License
47 Area has been terminated.

1 C. Nothing in this Section shall be deemed to affect LICENSEE's indemnity of COUNTY liability or liabilities
3 based upon occurrences prior to the termination of this License for personal injuries or property damage under
the indemnification clause or clauses contained in this License.

5 No delay or omission of COUNTY to exercise any right or remedy shall be construed as a waiver of such right or
7 remedy or any default by LICENSEE hereunder. The acceptance of COUNTY of License Fee or any other sums
hereunder shall not be:

9 1. A waiver of any preceding breach or default by LICENSEE of any provision thereof, other than the failure of
11 LICENSEE to pay the particular rent or sum accepted, regardless of COUNTY's knowledge of such preceding
breach or default at the time of acceptance of such License Fee or sum, or

13 2. Waiver of COUNTY's right to exercise any remedy available to COUNTY by virtue of such breach or default.
15 No act or thing done by COUNTY or COUNTY's agents during the term of this License shall be deemed an
acceptance of a surrender of the License Area, and no agreement to accept a surrender shall be valid unless in
writing and signed by COUNTY.

17 Any installment or License Fee due under this License or any other sums not paid to COUNTY when due (other
19 than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid,
provided, however, that the payment of such interest shall not excuse or cure the default.

21 All covenants and agreements to be performed by LICENSEE under any of the terms of this License shall be
23 performed by LICENSEE at LICENSEE's sole cost and expenses and without any abatement of rent. If
LICENSEE shall fail to pay any sum of money, other than License Fee required to be paid by it hereunder or shall
25 fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of
insurance to be provided by LICENSEE, then in addition to any other remedies provided herein, COUNTY may,
27 but shall not be obligated to do so, and without waiving or releasing LICENSEE from any obligations of
LICENSEE, make any such payment or perform any such act on LICENSEE's part to be made or performed as
29 provided in this License or to provide such insurance. Any payment or performance of any act or the provision
of any such insurance by COUNTY on LICENSEE's behalf shall not give rise to any responsibility of COUNTY
31 to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and
other sums incurred or paid by COUNTY in connection therewith, together with interest at the maximum rate
33 permitted by law from the date incurred or paid by COUNTY shall be deemed to be additional License Fee
hereunder and shall be paid by LICENSEE with and at the same time as the next monthly installment of License
Fee hereunder, and any default therein shall constitute a breach of the covenants and conditions of this License.

35 **16. RESERVATIONS TO COUNTY (PMG 18.3 S)**

37 The License Area are accepted as is and where is by LICENSEE subject to any and all existing easements and
39 Encumbrances. COUNTY reserves the right to install, lay, construct, maintain, repair, and operate such sanitary
sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone
41 and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith,
in, over, upon, through, across, and along the License Area or any part thereof, and to enter the License Area for
43 any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way, and
permits in, over, upon, through, across, and along any and all portions of the COUNTY's Property, with the
45 exception of the License Area. No right reserved by COUNTY in this clause shall be so exercised as to interfere
unreasonably with LICENSEE's operations hereunder or to impair the security of any secured creditor of
LICENSEE.

47 COUNTY agrees that rights granted to third parties by reason of this Clause shall contain provisions that the
49 surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any
construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use

1 of any or all of the License Area by LICENSEE, the rental shall be reduced in proportion to the interference with
LICENSEE's use of the License Area.

3 **17. HOLDING OVER (PMG19.3 S)**

5 In the event LICENSEE shall continue in possession of the License Area after the term of this License, such
7 possession shall not be considered a renewal of this License but a tenancy from month to month and shall be
governed by the conditions and covenants contained in this License.

9 **18. CONDITION OF LICENSE AREA UPON TERMINATION (PMG20.3 N)**

11 Except as otherwise agreed to herein, within ninety (90) days of termination of this License, LICENSEE shall
13 re-deliver possession of said License Area to COUNTY in substantially the same condition that existed
immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act
15 of war, excepted. References to the "Termination of this License" in this License shall include termination by
reason of the expiration of the License term.

17 **19. DISPOSITION OF PERSONAL PROPERTY (PMG21.3 S)**

19 If LICENSEE abandons or quits the License Area or is dispossessed thereof by process of law or otherwise, title
21 to any personal property belonging to and left on the License Area ninety (90) days after such event shall, at
COUNTY's option, be deemed to have been transferred to COUNTY. COUNTY shall, after providing LICENSEE
23 with written notice, have the right to remove and to dispose of such property without liability therefore to
LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefore.

25 **20. QUITCLAIM OF LICENSEE'S INTEREST UPON TERMINATION (PMG22.3 S)**

27 Upon termination of this License for any reason, including but not limited to termination because of default by
LICENSEE, LICENSEE shall execute, acknowledge, and deliver to COUNTY, within thirty (30) days after
29 receipt of written demand therefore, a good and sufficient deed whereby all right, title, and interest of LICENSEE
in the License Area, including the COUNTY's personal property, is quitclaimed to COUNTY. Should LICENSEE
31 fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the
failure of LICENSEE to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence
33 of the termination of this License and of all rights of LICENSEE or those claiming under LICENSEE in and to
the License Area.

35 **21. COUNTY'S RIGHT TO RE-ENTER (PMG23.3 S)**

37 LICENSEE agrees to yield and peaceably deliver possession of the License Area to COUNTY on the date of
termination of this License, whatsoever the reason for such termination.

39 Upon giving written notice of termination to LICENSEE, COUNTY shall have the right to re-enter and take
41 possession of the License Area on the date such termination becomes effective without further notice of any kind
and without institution of summary or regular legal proceedings. Termination of the License and re-entry of the
43 License Area by COUNTY shall in no way alter or diminish any obligation of LICENSEE under the License terms
and shall not constitute an acceptance or surrender.

45 LICENSEE waives any and all right of redemption under any existing or future law or statute in the event of
47 eviction from or dispossession of the License Area for any lawful reason or in the event COUNTY re-enters and
takes possession of the License Area in a lawful manner.

1 **22. PUBLIC RECORDS (PMG25.3 S)**

3 Any and all written information submitted to and/or obtained by COUNTY from LICENSEE or any other person
5 or entity having to do with or related to this License and/or the License Area, either pursuant to this License or
7 otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant
9 to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or
11 any Act in substitution thereof, or otherwise made available to the public and LICENSEE hereby waives, for itself,
13 its agents, employees, sublessees, and any person claiming by, through or under LICENSEE, any right or claim
15 that any such information is not a public record or that the same is a trade secret or confidential information and
17 hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or
19 obligations arising out of or resulting from a claim by LICENSEE or any third party that such information is a
21 trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable
23 attorneys' fees and costs.

15 **23. RELATIONSHIP OF PARTIES (PMG26.3 S)**

17 The relationship of the parties hereto is that of lessor and lessee, and it is expressly understood and agreed
19 that COUNTY does not in any way or for any purpose become a partner of LICENSEE in the conduct of
21 LICENSEE's business or otherwise, or a joint venture with LICENSEE, and the provisions of this License and the
23 agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which
25 rental payments are to be measured and ascertained.

21 **24. WAIVER OF JURY TRIAL (PMG27.3 S)**

23 To the extent permitted by applicable law, each party acknowledges that it is aware of and has had the advice of
25 Counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors and
27 assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action,
29 proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors,
31 employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of
33 or in any way connected with this agreement and/or any claim of injury or damage.

31 **25. GOVERNING LAW AND VENUE (PMG28.3 S)**

33 This agreement has been negotiated and executed in the State of California and shall be governed by and construed
35 under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement,
37 the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and
39 the parties hereto agree and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil
41 Procedure section 394.

39 **26. NO ASSIGNMENT (AMLC-GC14 S)**

41 The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE,
43 voluntarily or by operation of law, shall automatically terminate the License granted hereby.

43 **27. PAYMENT CARD COMPLIANCE (AMLC-G15 S)**

45 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the COUNTY,
47 on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants and warrants that it
49 is currently Payment Card Industry Data Security Standard ("PCI DSS") and Payment Application Data Security
Standards ("PA DSS") compliant and will remain compliant during the entire duration of this License.
LICENSEE agrees to immediately notify COUNTY in the event LICENSEE should ever become non-compliant,

1 and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the
commencement of any such interruption.

3
5 Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's
PCI/DSS and/or PA DSS compliance.

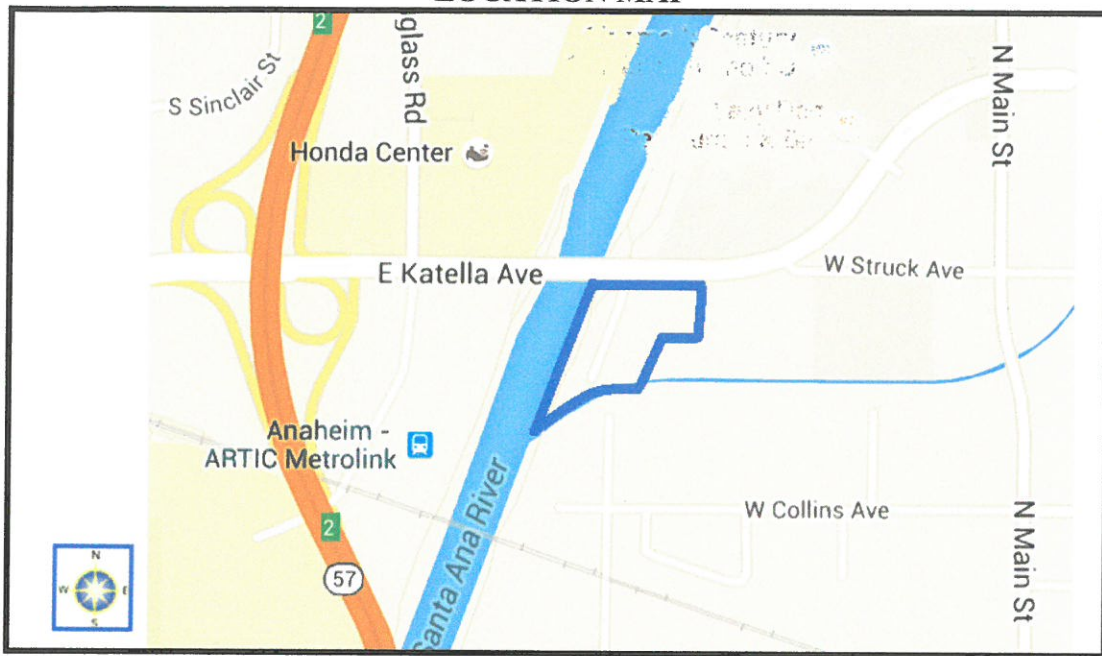
7 **28. HEADING AND TITLES (N).** The captions of the Articles, Clauses or Sections of this License are only to
assist the Parties in reading this License and shall have no effect upon the construction or interpretation of any
9 part hereof.

11 **29. SEVERABILITY (N).** If any term or provision of this License is held invalid or unenforceable to any
extent under any applicable law by a court of competent jurisdiction, the remainder of this License shall not
13 be affected thereby, and each remaining term and provision of this License shall be valid and enforceable to
the fullest extent permitted by law.

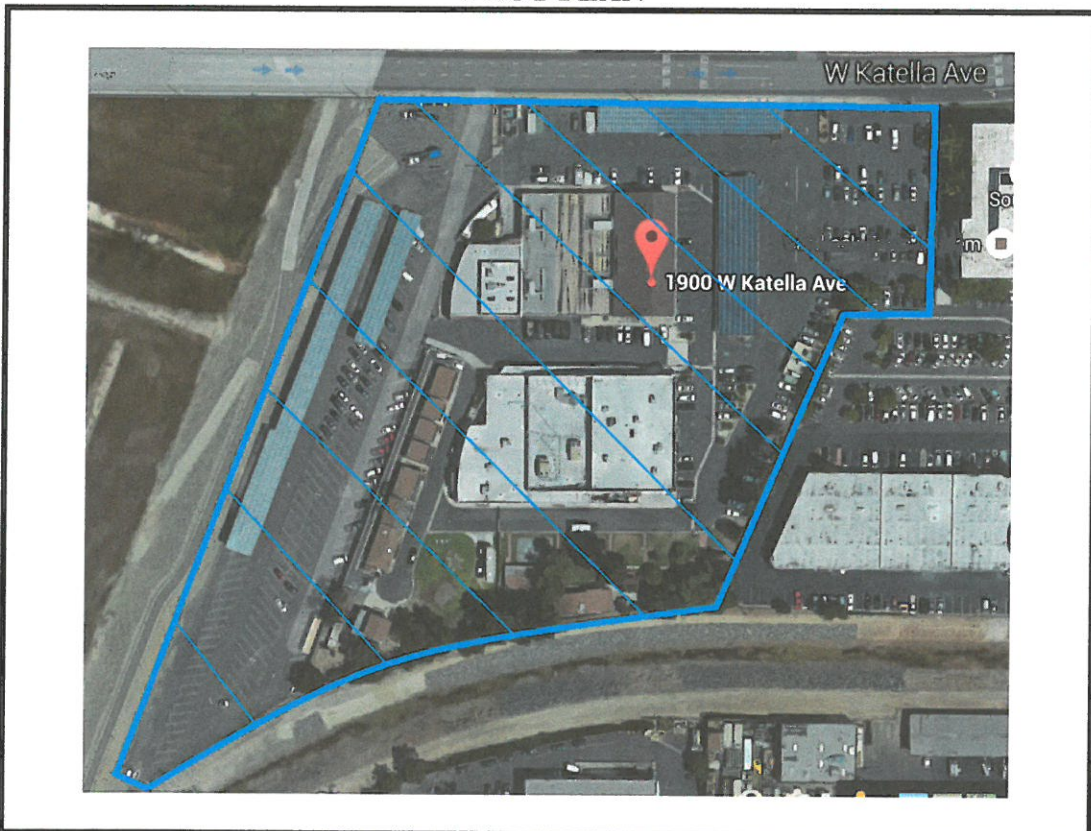
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LOCATION MAP



PLOT PLAN



PM 462-6620-19-31

License with: Rancho Santiago Community College District to have Non-Exclusive use of portions within the Katella Training Facility at: 1900 W. Katella Ave., Orange, CA 92867

Prepared By: **JWB**

APNs: **375-361-02, 20 & 22**

Date: **1-25-17**

OC SHERIFF-CORONER

KATELLA TRAINING FACILITY

EXHIBIT A

FEE CHARGES

EXHIBIT B

LICENSEE shall be subject to the following fee charges, which include state taxes, for use of the LICENSE AREA, which SHERIFF reserves the right at any time throughout the term of this LICENSE to: pro-rate, reduce, increase, adjust, or waive such fee rates (collectively, rent adjustment) based on one or more of the factors specified in the Clause entitled LICENSE FEE of this License.

I. LIVE FIRE RANGES

A. Ammunition Costs ("Qualification Only"):

9mm	\$0.20/round
.40 Cal	\$0.23/round
.45 Cal	\$0.28/round
00 Buckshot	\$0.48/round
Shotgun Slug	\$0.49/round
.380 Cal	\$0.19/round
.38 Cal	\$0.32/round
.223 / 5.56 (FMJ)	\$0.34/round
.223 (Frangible)	\$0.60/round
Simunition	\$0.48/round
Safe Shot.....	\$0.36/round

Note: OC Sheriff Department will not supply ammunition for any 4 or 8 hour range rental.

II. SHERIFF's QUALIFICATION RANGE ("SQR")

A. Fee Rates:

4-hour fee, Monday through Sunday, days and evenings	\$121.28
8-hour fee, Monday through Sunday, days	\$181.91
Single Law Enforcement Officer qualification.....	\$8.82/hour

B. Additional Charges:

In addition to the 4 and 8 hour fee charge, supervision by an OCSD Range Master ("Instructor") is required and such supervision is billed at \$93.76 - \$156.88 per hour. COUNTY will supply targets and cardboards.

Note:

1. Law Enforcement or Government Agency "users" of the Sheriff's Qualification Range (SQR) must bring their own ammunition as we do not supply ammunition for any 4 or 8 hour range rental, or firearms course(s).

FEE CHARGES

III. SHERIFF'S TRAINING RANGE ("STR")

A. Fee Rates:

4-hour fee, Monday through Sunday, days and evenings	\$121.28
8-hour fee, Monday through Sunday, days	\$181.91
Single Law Enforcement Officer qualification	\$8.82/hour

B. Additional Charges:

In addition to the 4 and 8 hour fee charge, supervision by an OCSD Range Master ("Instructor") is required and such supervision is billed at \$93.76 - \$156.88 per hour. COUNTY will supply targets and cardboards.

Note:

1. Law Enforcement or Government Agency "users" of the Sheriff's Training Range ("STR") must bring their own ammunition as we do not supply ammunition for any 4 or 8 hour range rental, or firearms course(s).

IV. TACTICAL TRAINING RANGE ("TTR")

A. Fee Rates:

4-hour fee, Monday through Friday, days	\$385.88
4-hour fee, Monday through Friday, evenings	\$181.91*
8-hour fee, Monday through Friday, days	\$551.25
8-hour fee, weekends	\$192.94*

B. Additional Charges:

During regular business hours, Monday through Friday, 0700 to 1700 hours, supervision by an OCSD Range Master ("Instructor") is included in the fee charge. Supervision by additional Instructors will be billed at \$93.76 - \$156.88 per hour. At all other times, including evenings and weekends, in addition to the fee charge, supervision by an OCSD Range Master ("Instructor") is required and such supervision is billed at \$93.76 - \$156.88 per hour. COUNTY will supply targets and cardboards. For the purposes of this LICENSE, evenings on the Tactical Range are those hours starting at 1700 hours or later.

Note:

1. OC Sheriff Department will not supply ammunition for any 4 or 8 hour range rental, or firearms course(s).

* This rate does not include the cost of the Instructor.

FEE CHARGES

V. TACTICAL TRAINING CENTER ("TTC")

V.1. Driving and Force Option Simulators

A. Fee Rates:

4-hour fee, Monday through Friday, days.....	\$385.88
4-hour fee, Weekends.....	\$496.13
8-hour fee, Monday through Friday, days	\$551.25
8-hour fee, Monday through Friday, evenings and weekends.....	\$826.88

B. Additional Charges:

For both Driving Simulator classes and Force Option classes, including combination classes, the maximum class size shall be 8, and require 2 Instructors at \$156.88/hour each to maintain P.O.S.T. certification for the classes. Fee rates shall remain static in the event the maximum class size is not reached. Classes for Driving Simulators and the Force Option Simulator shall be either 4 or 8 hours in length. Combination classes shall be 8 hours in length (4 hours of Driving Simulators and 4 hours of the Force Option Simulator).

Only Tactical Training Center ("TTC") staff shall serve as instructors for the Driving and Force Option Simulator classes. In the event classes are scheduled beyond normal business hours (Monday through Friday 0800-1700), the instruction rate shall be \$156.88/hour per Instructor. For the purpose of this LICENSE, evenings in the Driving/Force Option Simulator classes are those hours starting at 1500 hours or later.

V.2. TACTICAL VILLAGE ("VILLAGE")

A. Fee Rates:

4-hour fee, Monday through Friday, days	\$385.88
4-hour fee, Weekends.....	\$496.13
8-hour fee, Monday through Friday, days	\$551.25
8-hour fee, Monday through Friday, evenings and weekends.....	\$826.88

B. Additional Charges:

For the Village training, the maximum class size shall be determined by the instructor and instructors are available at \$156.88/hour each to maintain P.O.S.T. certification for the classes. Fee rates shall remain static in the event the maximum class size is not reached. Classes shall be either 4 or 8 hours in length and units must provide their own simunition rounds.

Village staff can serve as instructors for the Village classes, but LICENSEE can provide their own qualified instructors. In the event classes are scheduled beyond normal

FEE CHARGES

business hours (Monday through Friday 0800-1700), the instruction rate shall be \$156.88/hour per Instructor. For the purpose of this LICENSE, evenings in the Village classes are those hours starting at 1500 hours or later.

VI. CLASSROOMS

The half-day or whole-day fee rate for all classrooms is \$110.25 and \$220.50 per classroom respectively. A half-day consists of 4 hours and a whole day consists of 8 hours. The whole day fee rate includes a one-hour lunch break.

VII. VENUE DISCOUNT

LICENSEE's who schedule three (3) or more successive days of events at any one of the Facility Ranges (SQR, STR, or TTR), Tactical Village, and/or the Driving/Force Option Simulator venues, shall receive a 50% discount on fee charges for the third such scheduled day. Such discount applies only to those single venues, which are scheduled for three or more successive days. Said discount does not apply to the cost of ammunition or Instructor charges.

SCHEDULE I

(In accordance with this License, the use and the scheduling of LICENSEE's use of the Facility is subject to change at the sole discretion of the Captain or designee, and the Captain or designee may use an alternative Scheduling format, also at the sole discretion of the Captain or designee.)

1. LICENSEE's name and department (if applicable):

2. SCHEDULING -- Select one of the scheduling periods as follows:

- “One-Day Use”** (One day only) with date and hours of use to be determined by Sheriff's onsite Captain or designee at the Facility; or,
- “Short Term Use”** (More than one day, but less than one year) with various dates and hours of use to be determined by Sheriff's onsite Captain or designee at the Facility; or,
- “Long Term Use”** (One year or more, but not to exceed ten years from initial Commencement Date) with various dates and hours of use to be determined by Sheriff's onsite Captain or designee at the Facility;

3. DAYS, DATES & HOURS - Fill in Days, Dates & Hours for LICENSEE's scheduling of the Facility:

DAY(S)	DATES	STARTING HOURS	ENDING HOURS
IE: M & Th	12-14-15 & 12-17-15	0700	1500

4. LICENSE AREAS – Areas LICENSEE may be permitted to use:

LASER VILLAGE	CLASSROOM SIMULATION	SIMULATION	TACTICAL RANGE	QUALIFICATION RANGE	TRAINING ROOMS

5. CONTACT FOR LICENSEE:

Name	
Title	
Address	
Office Phone	
Cell Phone	
Email	

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

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Amendment No. 1 to Agreement for Independent Audit Services	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College District and Vicenti, Lloyd & Stutzman, CPAs, entered into an agreement on January 23, 2017 for independent auditing services to include fiscal audits of the District, Rancho Santiago CCD Foundation, Santiago Canyon College Foundation, Santa Ana College Foundation, and the fiscal and performance audits of the Measure E Bond and Measure Q Bond.

On May 4, 2017, the District received notification that effective June 1, 2017, Vicenti, Lloyd & Stutzman, CPAs joined CliftonLarsonAllen LLP (CLA).

ANALYSIS

The Board is asked for approval of Amendment No. 1 to the agreement to approve the name change to CliftonLarsonAllen, LLP as the independent audit contractor. The change in the company's structure and name does not change the existing terms and conditions of the Agreement. Amendment No. 1 and original agreement are attached hereto. The contract will continue on a year to year basis, renewing annually at the rates specified in the proposal, at the sole discretion of the district, for the three year period previously approved. Upon mutual agreement, the contract may be extended on a year to year basis for an additional two (2) years, beyond the initial three (3) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment No. 1 to change the name from Vicenti Lloyd & Stutzman to CliftonLarsonAllen, LLP as presented.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**AMENDMENT NO. 1 TO
INDEPENDENT AUDIT AGREEMENT**

This Amendment No. I to the Independent Audit Agreement is entered into this 18 day of July, 2017.

WHEREAS, the Rancho Santiago Community College District ("District") and Vicenti, Lloyd & Stutzman, CPAs, entered into an Independent Audit Agreement dated January 23, 2017 ("Agreement") for independent audit services, including, but not limited to, fiscal audits of the District, Rancho Santiago CCD Foundation, Santiago Canyon College Foundation, Santa Ana College Foundation, and fiscal and performance audits of Measure E Bond and Measure Q bond;

WHEREAS, the term of the Agreement commenced on January 23, 2017. The agreement will be on a year to year basis, renewing annually at the rates specified in the proposal, at the sole discretion of the district, for the three year period. Upon mutual agreement, the contract may be extended on a year to year basis for an additional two (2) years, beyond the initial three (3) years;

WHEREAS, on or about June 1, 2017, Vicenti, Lloyd & Stutzman, CPAs joined CliftonLarsonAllen LLP;

WHEREAS, CliftonLarsonAllen LLP assumed all the duties and responsibilities of the Agreement effective June 1, 2017;

WHEREAS, Vicenti, Lloyd & Stutzman, CPAs has performed as the Independent Audit Contractor pursuant to the Agreement since January 23, 2017;

WHEREAS, Vicenti, Lloyd & Stutzman, CPAs and CliftonLarsonAllen LLP were, have been and shall be known as Independent Audit Contractor under the Agreement;

NOW, THEREFORE, the District and Independent Audit Contractor agree as follows:

1. The District and Independent Audit Contractor agree that the recitals set forth above are true and correct.
2. CliftonLarsonAllen LLP agrees to assume all the duties and responsibilities as Independent Audit Contractor as set forth in the Agreement.

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

District

Independent Audit Contractor

Rancho Santiago Community College District

CliftonLarsonAllen, LLP

By: _____

By: 

Name: Peter Hardash

Name: *Renee S. Graves*

Title: Vice Chancellor

Title *Partner* *7/5/17*

Business Operations/Fiscal Services



Vicenti, Lloyd & Stutzman, CPAs

May 4, 2017

Adam O'Connor
Rancho Santiago Community College District
2323 N. Broadway, 4th Floor
Santa Ana, CA 92706

Vicenti to Join CLA

We are excited to share that we will be joining CliftonLarsonAllen LLP (CLA) effective June 1, 2017. What does this mean for you? We made the decision to join CLA so we can offer you deeper knowledge and capabilities when you need it — while retaining the personal service and approach we have today. We believe this is the right next step for our clients, our employees, and our firm in general as we continue to grow and evolve. Here are just a few reasons why:

- Increased resources and capabilities enable us to meet your evolving needs. CLA's national footprint, licensing in all states, and more than 100 locations exponentially increases our ability to serve you.
- The wide array of services and knowledge we can access as CLA — the 9th largest accounting firm in the United States — allows us to bring forward new ideas that can advance your goals, while also creating career opportunities for our team.
- Vicenti's purpose is to "make a positive difference in our world." That mirrors the purpose of CLA. Together we will continue to advance that purpose.

We believe that the best way to serve you is with a firm that acts small and has deep resources. Together we have a simple objective — to help clients build value and create success for themselves and those around them. Expanding our team and experience reinforces that commitment.

All told, this transition should feel easy for you, and deliver new benefits. We will still be providing all of the audit, tax, and consulting services we currently provide, and we'll be able to provide more. Take a look at CLAconnect.com to get a feel for CLA and the services they provide — we think you'll like what you see.

Will our communication with you change?

- You will continue working with the same people as you are today. Call, stop by, or email and you'll receive the same personal touch you have in the past.
- We are staying in our current location, with the same phone and fax numbers.
- Our email addresses will migrate to a CLA format, however our existing email addresses will continue to function at this time.

Will billing rates change?

- Our fee structure won't change, so you won't find any surprises on your bill.

You are the reason for our success; thank you. We look forward to serving you long into the future. If you have any questions, please feel free to contact me or any other partner.

Sincerely,

Linda Saddle mire, CPA/CFF, CFE, EdD
Managing Partner/CEO
Vicenti, Lloyd & Stutzman LLP

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CliftonLarsonAllen LLP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 220 S 6th St, Ste 300	Requester's name and address (optional)
6 City, state, and ZIP code Minneapolis MN 55402	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
4 1 - 0 7 4 6 7 4 9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Martin Vose</i>	Date ▶ 1-3-2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

To: Board of Trustees	Date: July 17, 2017
Re: Approval of Renewal for Blackboard License	
Action: Request for Approval	

BACKGROUND

The District and the Foundation for California Community Colleges entered into agreement to renew the Blackboard License that provides an online environment that faculty can use to build and publish information about their classes and Distance Education to create an online learning environment for their students. Blackboard is used at both Santa Ana College and Santiago Canyon College. The first year was board approved on June 13, 2016 and the second year requires Board approval.

ANALYSIS

In order to avoid interruption to the service, it is necessary to seek Board approval to renew the agreement for the second year. Due to a promotion being offered, discounts were applied to both years, reducing the cost by \$30,505.00 per year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the Blackboard License for the second year effective July 1, 2017 through June 30, 2018 with the Foundation for California Community Colleges, as presented.

Fiscal Impact:	\$93,876.00	Board Date: July 17, 2017
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	



Blackboard Renewal Form 2016-18

College Name: Rancho Santiago CCD

Primary Contact:

Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/
Fiscal Services

Phone: 714-480-7340

Fax:

E-mail: hardash_peter@rscdd.edu

Secondary Contact (optional):

Name:

Title:

Phone:

Fax:

E-mail:

New discounts are now available with Blackboard to include 24/7 IT Help Desk Services,
Connect 2-way SMS and Mobile Solutions.
For more information, please contact Brad Mauro brad.mauro@blackboard.com

2016-2018 Blackboard License Renewal Pricing Summary

Product Type	Price with FCCC Discount
COURSE DELIV/CMTY ENGAGE HENA 15-25K	\$56,327
HOSTING CD HENA < 8K	\$25,024
HOSTING SSL	\$265
HST ADDL SVC HENA	\$17,346
HST ADDL SVC HENA	\$13,750
HST ADDL STORAGE 250GB	\$11,670
License Total Due 16-17	
	\$124,381
Product Type	Price with FCCC Discount
COURSE DELIV/CMTY ENGAGE HENA 15-25K	\$56,327
HOSTING CD HENA < 8K	\$25,024
HOSTING SSL	\$265
HST ADDL SVC HENA	\$17,346
HST ADDL SVC HENA	\$13,750
HST ADDL STORAGE 250GB	\$11,670
License Total Due 17-18	
	\$124,381

Please Enter your FTE Band:

Blackboard and the Foundation for California Community Colleges will continue to offer an agreement that will allow California Community Colleges to take advantage of discounts off current pricing and have visibility into costs over the next two years. By signing below you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Software License Agreement and are making a TWO (2) year commitment to your Blackboard License renewal. In addition, your signature serves as purchase commitment for your institution.

Signature: 

Print Name: Peter J. Hardash

Return to: Foundation for California Community Colleges - CollegeBuys, 1102 Q Street, Suite 3500,
Sacramento, CA 95811 or Fax: 916-325-0844
Contact: Jorge Burwick / 916-325-8561 / jburwick@foundationccc.org

PO Attached: Yes / No

PO #:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: July 17, 2017

INDEPENDENT CONTRACTORS

Susanne M. Mata

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To serve as CATEMA (Career and Technology Education Management Application) Specialist to work on increasing the current college participation by providing CATEMA Systems overviews to college staff, assisting with the development of virtual trainings, serve as first point of contact for technical assistance and support, and providing logistical coordination support as needed for implementation.

Date(s) of Service: July 18, 2017 through December 31, 2017

Fee: Not to exceed \$20,000.00

Requested by: Sarah Santoyo/Enrique Perez

Funded by: DO Resource Development
12-2220-679000-53345-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this **18th** of **July, 2017** by and between **Susanne M. Mata** herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO SERVE AS CATEMA (CAREER AND TECHNOLOGY EDUCATION MANAGEMENT APPLICATION) SPECIALIST TO WORK ON INCREASING THE CURRENT COLLEGE PARTICIPATION BY PROVIDING CATEMA SYSTEMS OVERVIEWS TO COLLEGE STAFF, ASSISTING WITH THE DEVELOPMENT OF VIRTUAL TRAININGS, SERVE AS FIRST POINT OF CONTACT FOR TECHNICAL ASSISTANCE AND SUPPORT, AND PROVIDING LOGISTICAL COORDINATION SUPPORT AS NEEDED FOR IMPLEMENTATION PER SUBMITTED SCOPE OF WORK.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services not to exceed **Twenty Thousand Dollars & No Cents (\$20,000.00)**.

The contracted services are to commenced on or about **July 18, 2017** and completed on or about, but not later than **December 31, 2017**.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker’s compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Attachment "B"

CATEMA Specialist Proposal: To continue 2016 efforts to increase college adoption and use of the CATEMA System for high school articulation.

Current CATEMA System Statistics as of On 5/10/2017, For the 2016-17 Academic Year:

- Total colleges participating (CATEMA site online): 57 (approximately 50%)
- Individual system sites: 40
- Sites set up/online but not yet active: 16
- Student enrollments in articulated courses: 27,108
- Unique students participating: 23,812

Goals:

- Increase colleges participating to 76
- Decrease the number of inactive sites

Approach Will Be Regional based on Collaboration: In collaboration with the Regional K 14 Career Pathway TAPS and STATCo, the CATEMA Specialist will work to increase the current college participation from 50% to 80%. Long term participation will be maintained at 75%. Regional approach that addresses multiple colleges and their partners at the same time. Sessions will include a combination of *conference calls, email contacts, webinars and face-to-face workshops* as needed.

Key partners:

- CATEMA Specialist
- STATCO staff
- K14 CP TAPS
- College Administrators and staff
- K12/ROP partners (CDE TAP's, teachers, administrators and counselors)

Key Proposal Activities: Although much progress was made by the CATEMA Specialist and STATCo during 2016, there is still much work to be done. Where the CATEMA Specialist role will be helpful is in completing "pre-implementation work" that is necessary prior to CATEMA implementation and hands-on-trainings provided by STATCo. This proposal is a continuation of the previous CATEMA Specialist project based on the experience and feedback received during the process. Specific examples are listed below:

- Providing CATEMA System overviews to college staff, starting the discussion about assigning roles and user accounts to college staff
- As needed, assistance completing the configuration template
- Starting the process to remove residency requirements at the college board level
- Outlining how to transition to the CATEMA system from the current system of transcribing articulated credit – especially if the 12 credit requirement cannot be eliminated immediately
- Working with A&R and IT to determine if there will be automatic transcription at the end of the school year
- Steps students need to take to transcript credit if it's not automatic
- Assistance with the CCC Apply process – who at the college will be responsible for this outreach effort
- Identifying a consistent timeline for registering students so the database can be downloaded for timely communication and determining who is in the pipeline to enter CTE programs
- Communication with students and parents – what does the college need to communicate to students and their parents, for example deadlines for application, how credits will apply, next steps, etc. Who will be responsible for coordinating communications?

- How to manage registration when there is a college district, or when high schools articulate classes to multiple colleges – hosted courses, shared CATEMA system or having teachers/students log in to multiple CATEMA systems. If hosted courses are used, creating an MOU to outline processes and standards required by each college for approving new teachers, new classes, and sharing student data as appropriate
- Sharing Best Practices such as the DVC’s Paperless Upload Process
- Insuring that colleges understand that their training day is not intended to be an open discussion about what the system ‘should be’ or a sales pitch to get secondary staff on board.

The Services to be rendered are:

1. Serve as first point of contact for technical assistance and support after trainings in collaborations with STATco
2. Provide logistical Coordination Support of regional training model as needed for implementation of StatCo’s CATEMA system in partnership with K-14 Career Pathway Regional Technical Assistance Providers
3. Utilize CDE TAP’s and others partners to engage K-12 participation in trainings and utilization of CATEMA
4. Share promising practices to practitioners and key stakeholders through conference presentations as appropriate (i.e.: CCCAOE, Educating for Careers, CCPT Summit, and SSS)
5. Assist with the development of “virtual” trainings such as webinars and videos that can be used to supplement previous trainings or refresh (trainings provided as part of this project will be videotaped so they can be used beyond the contract period)
6. Provide train-the-trainer workshops and assistance to K14 CP TAPs and CATEMA System Managers so they can provide local training as needed. This assistance can be provided in-person, via conference call or webinar as needed
7. Make presentations as needed to inform key stakeholders on progress related to statewide implementation

Budget and Expenses: CATEMA Specialist expenses *not to exceed \$20,000* and will include coordination time and effort, planning, facilitation, printing, supplies, travel and mileage.

Estimated Expense	Cost
\$65/HR X 40 HR/Month X 6 months (July – Dec 2017)	\$15,600
Printing and Supplies	\$1,500
Travel & Mileage (travel related to completing activities including presentation, workshops and conferences as needed)	\$1,820
Total Estimated Expenses	\$18,920

Susanne Mata - Biography

Susanne Mata is the Director of CTE Projects for Mt. San Jacinto College and serves as the K 14 Career Pathways Technical Assistance Provider (SB 1070) Project Director for the Inland Empire/Desert Region. The \$1.4 million CTE Pathways Project is designed to bring systems alignment to CTE Pathways programs and services offered by the region’s 12 community colleges and their high school partners. She is working extensively on high school articulation, dual enrollment, concurrent enrollment, CTE pathway development, data collection and reporting. The hope is to help students more successfully complete pathways, earn college credit and become “college and career ready”. Prior to her current role, Ms. Mata worked as the Coordinator of Special Programs in the Career Technical Education (CTE) Department at Mt. San Jacinto College managing the District’s Perkins and CTE Transitions grants. Susanne has hosted and facilitated dozens of workshops, trainings and presentations in her roles at Mt. San Jacinto. Over the past six years, Susanne has successfully managed multiple federal and state grants totaling nearly \$2 million. She has nearly 15 years of experience working with grants and served in different capacities for several non-profit, community based agencies prior to joining the CTE Department at Mt. San Jacinto College in 2009. She has expertise in grant writing, program development, data collection and reporting, program design, budget development, high school articulation and Get Focused...Stay Focused™!

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: July 17, 2017

INDEPENDENT CONTRACTORS

Jennifer Walsvick

Attachment A – Independent Contractor Agreement

Service: To provide mental health consulting services, coordination, record keeping and documentation to assure compliance with program standards

Attachment B – Scope of Work

Attachment C - Biography

Date(s) of Service: July 18, 2017 through June 30, 2018

Fee: \$24,000.00

Requested by: Janneth Linnell/Enrique Perez

Funded by: Child Development Center
Administration
33-2150-692000-53321-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this **18th** of **July, 2017** by and between **Jennifer Walsvick** herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE MENTAL HEALTH CONSULTING SERVICES, COORDINATION, RECORD KEEPING AND DOCUMENTATION TO ASSURE COMPLIANCE WITH PROGRAM STANDARDS PER SUBMITTED PROPOSAL.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at **Twenty Four Thousand Dollars & No Cents (\$24,000.00)**.

The contracted services are to commenced on or about **July 18, 2017** and completed on or about, but not later than **June 30, 2018**.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every

liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Jennifer Walsvick, LCSW
12811 Dunas Rd.
Santa Ana, CA 92705
714-926-8270

PROPOSAL FOR SERVICES

This is a proposal for services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services.

The work will include but not be limited to:

- Providing weekly meetings with the student interns
- Providing supervised support and guidance on the child development site regarding child/family referrals and services
- Ensuring that communication with Professors is handled in a timely and efficient manner and
- Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director
- Providing supervised support and guidance on the administration and monitoring of the ASQ assessment tool to all families. Also, will create and maintain a referral process for any additional services as needed based on the outcomes of the ASQ assessment tool.

This work will begin on July 18, 2017 and continue through June 30, 2018 at the rate of \$50 an hour.

Jennifer Walsvick, LCSW

714-926-8270

jensmsw@yahoo.com

Biography

Jennifer has over 15 years' experience working with children and families here in Orange County. After completing a Bachelors of Psychology from the University of California Irvine, she went on to earn a Master's Degree in Social Work from the University of Southern California. Jennifer spent nearly ten years working in a large government child welfare agency where she provided case management, emergency response investigations, forensic interviewing of victims of crime and served as a Court Officer to Dependency Court. In 2004, Jennifer obtained her License in Clinical Social Work from the state of California. Most recently, she has worked as a Mental Health Consultant for the Rancho Santiago Community College District Early Head Start Program where she offers numerous services to bridge the gap between the barriers and needs of the families served.

Over the last 10 years, Jennifer has also provided clinical supervision for Masters in Social Work students in their internship. She has worked with the University of Southern California, California State University of Fullerton and California State University of Long Beach as a clinical field instructor and has received awards for her long partnership.

Jennifer's philosophy is that each individual has intrinsic value and importance. Her solution-focused and evidence based therapeutic interventions have helped numerous clients and students in their journey to a more fulfilling and productive life.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: July 17, 2017

INDEPENDENT CONTRACTORS

Marcia R. Wilson

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Attachment C - Biography

Service: To provide assistance to the LA County Director and LA County CTE (Career and Technical Education) Deans in the completion of Round 1 Regional Projects, the development of Round 2 Strong Workforce Planning and Evaluation process, assisting with regional reviews, and any additional requests, requirements, and assignments to produce an accurate and quality updated Regional Plan.

Date(s) of Service: July 18, 2017 through December 31, 2017

Fee: \$15,000.00

Requested by: Sarah Santoyo/Enrique Perez

Funded by: DO Educational Services Office
12-2220-679000-53305-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this **18th** of **July, 2017** by and between **Marcia R. Wilson** herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE ASSISTANCE TO THE LA COUNTY DIRECTOR AND LA COUNTY CTE (CAREER AND TECHNICAL EDUCATION) DEANS IN THE COMPLETION OF ROUND 1 REGIONAL PROJECTS, THE DEVELOPMENT OF ROUND 2 STRONG WORKFORCE PLANNING AND EVALUATION PROCESS, ASSISTING WITH REGIONAL REVIEWS, AND ANY ADDITIONAL REQUESTS, REQUIREMENTS, AND ASSIGNMENTS TO PRODUCE AN ACCURATE AND QUALITY REGIONAL PLAN PER SUBMITTED SCOPE OF WORK.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at **Fifteen Thousand Dollars & No Cents (\$15,000.00)**.

The contracted services are to commenced on or about **July 18, 2017** and completed on or about, but not later than **December 31, 2017**.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker’s compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash

Printed Name

Title

Vice Chancellor of Business
Operations/Fiscal Services

Title

Address

City/State

Date

Date

Attachment "B"

Scope of Work for Los Angeles County Regional Plan

*Consultant: Dr. Marcia Wilson
213 Stockbridge Avenue
Alhambra, CA 91801 626-807-2691*

Overall Role: Provide assistance to the LA County Director and LA County CTE Deans in:

Completion of Chancellor's Office online application template for the 21 LA Region SWP Round 1 Regional Projects

Development of Round 2 Strong Workforce Planning and Evaluation process for LA Region regional projects

Assist with regional review process and updating of the LA Strong Workforce Strategic Plan, with guidance and input from the representatives within the Governance Structure of the LAOCRC and other strategic partners

Provide updates and additional follow up to colleges as needed concerning progress of all aspects of Round 1 Project application submissions

Receive and correct information entered into the application template, as needed, for Round 1 Regional Projects, based on feedback from fiscal agent and State Chancellors Office

Assist the Director in writing up worksheets, exercises, priorities, processes and procedures, and rubrics, as directed, to facilitate the development of Round 2 funding decisions

Review all materials, research and information collected to date as part of ongoing Regional Planning

Identify areas for the collection of additional materials, research and information and incorporate these into Project Plan as priority activities.

Summarize the Regional Planning effort and assist with implementation of a plan for completion and presentation to region's CEOs and other stakeholders per the LAOCRC governance structure and as identified by current regional team.

Review template and elements for Round 2 of Regional Plans as provided by California Community College Chancellor's Office in order to identify and categorize elements based on level of completion and need for additional information, involvement and/or research.

Enter data and information into the online Round 2 templates, in coordination with the LA Director and the fiscal agent

Match Labor Market Information with intended goals, impacts and metrics as provided by California Community College Chancellor's Office and complete the data review as needed to justify the choice of these metrics and/or the correlation between chosen metrics and activities as identified in Regional Plan.

Provide recommendations on additional activities (such as further collection of data, research provided through the Center of Excellence and other sources) that will support the production of a more complete and effective Regional Plan and projects.

Any additional requests, requirements and assignments to produce an accurate and quality updated Regional Plan at any time during the contract term.

Amount

- *\$15,000.00 (payments based on 6 months at \$2,500/month).*

Term

- *July 18th, 2017 to December 31st, 2017.*

Project Timeline

- In the interest of completing this project in a timely fashion, contractor will begin efforts upon Board Approval; prior efforts are pro bono
- Work will commence immediately upon receipt of written approval and acceptance of Scope of Work as proposed here.

Additional Considerations

- Additional effort may be added based on mutual understanding and extension of initial agreement
- Contractor will review agreement and shall act fully as Independent Contractor responsible for all costs associated with the successful completion of Scope of Work

Alhambra, CA 91801
wilsonmr@latic.edu
mrwilson@usc.edu

SUMMARY OF QUALIFICATIONS

Substantial experience in higher and secondary education administration including grants management, student and academic affairs, curriculum development, program development and management, articulation and student support services; extensive experience in teaching at the undergraduate and graduate level in the areas of research, statistics, program evaluation, grant writing, social work practice, and social policy, as well as field education; extensive training and knowledge in the areas clinical social work, program development, emotional and psychological education models, diversity training and community outreach; focused skills in program and community evaluation, grant development and writing, professional development, training and presentations, and public relations.

EDUCATION

UNIVERSITY OF SOUTHERN CALIFORNIA GRADUATE SCHOOL
 Los Angeles, CA

Ph.D., Social Work, June 1995; Emphasis: Clinical Social Work
 Dissertation: Juvenile and Gang Delinquency Causation: A Structural Equation Model

UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF SOCIAL WORK
 Los Angeles, CA

Master of Social Work, Concentration: Mental Health

UNIVERSITY OF SOUTHERN CALIFORNIA
 Los Angeles, CA

Bachelor of Arts, Sociology, Emphasis: Criminology and Deviance

EMPLOYMENT

7/2007 – present

LOS ANGELES TRADE-TECHNICAL COLLEGE, Los Angeles, CA

Director, Workforce Education Programs and Grants

Develop workforce development training and educational programs to meet the needs of the emerging economy. Responsible for grant writing and management, program development, industry partnerships and special projects.

SFP Director

Manage and/or assist with federal grant program (Specially Funded Projects including LA Global, LA MEDiA, CTE Collaborative, Tech Prep, CAA, LA H3C programs). Provide broad assistance with grant writing and grant management as needed.

1997 to present

WRITE ON THE MONEY GRANT WRITING, PROGRAM EVALUATION AND CONSULTING, Alhambra, CA

Executive Director

Provide professional consultation, program evaluation and grant-writing

SOWK 626 Research and Evaluation of Programs in Health Settings

This course prepares students to utilize and understand empirical research and to evaluate the effectiveness of social work practice in health settings.

SOWK 627 Evaluation of Research: Industrial/Occupational Social Work

This course equips students to evaluate the effectiveness of professional social work practice in industrial and occupational settings, especially as it relates to the grant writing process.

SOWK 629 Evaluation Research: Community Organization, Planning and Administration

This core course is designed to equip students with the advanced research skills necessary to systematically develop, implement and evaluate educational, advocacy and social service programs, services and interventions within a community organization, planning and administration (COPA) framework.

SOWK 650 Clinical Practice with Families and Children

The focus of attention in this course is to deepen and broaden the practice knowledge and skills in assessment and treatment with families and children.

SOWK 635 Social Policy: Issues in Mental Health

The course builds upon the first year social welfare policy courses, emphasizing the history and philosophy of social policy, policy analysis, and policy practice in the context of mental health.

SOWK 503 Human Behavior in the Social Environment I

This course is the first of a two-course sequence covering foundation content on Human Behavior in the Social Environment necessary to practice all methods of social work. This first course builds on a liberal arts perspective drawing from content in a variety of relevant disciplines, including sociology, psychology, biology, nursing and medicine, gender/ethnic studies, and education.

SOWK 533 An Historical and Analytical Perspective on American Social Welfare Policy

Course provides a general introduction to the development of the American social welfare system and its structure. Strong emphasis on social injustice and structural inequity.

SOWK 535 Structure and Operation of Current American Social Welfare Programs

Course designed to provide an overview of social policy formation and advocacy from a theoretical and practical perspective in terms of contemporary social issues.

SOWK 303 Crisis in Human Development

The course covers human development from an ecosystems perspective and introduces students to the basic concepts of social work intervention and theoretical perspectives.

fundraising and grant management, budget oversight, community relations, administrative tasks and the provision of direct services to children and families. Provided direct individual, group and family counseling to scholars and their families. Developed and coordinated the program and provided supervision for ten Academic Counselors and nine graduate student interns. Supervised a staff of fifteen academic counselors, ten middle and high school teachers and six administrative staff members. Also served as Director of the Family Development Institute from 1997 to 2000.

10/1988 to 7/1994

EL NIDO SERVICES, Compton and Carson, California

Therapist

Provided individual and family treatment and case management for children and their families; primary population was delinquent and gang-involved youth. Also provided group counseling in junior and senior high school settings. Developed and implemented a program evaluation for each program year; task included data collection and management, administering and scoring clinical scales and measurements, and statistical analysis of all data. Assisted in fundraising through presentations at City Council meetings and various foundation luncheons, meetings and events.

8/1992 to 6/1994

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Instructor

Courses taught:

SW 460, SW 461, SW 462 - Research Methods in Social Work. Three quarter sequence (Fall 1992 & 1993, Winter 1992 & 1993, Spring 1993 & 1994)

The three-quarter sequence of courses provided an in-depth research and statistics course that covered all aspects of research consumption and application.

SW 435 Social Welfare Policy & Issues (Spring 1993 & 1994)

This course focused on historical and contemporary policy issues.

PUBLICATIONS

Drummond, M., Wilson, M, DaCosta, M. and Feldbaum, M. (Jan. 2012) *Defining Your College's Competitive Advantage in the Emerging Green Economy: A Blueprint for Building High Quality Green Programs of Study*, published by the LATTC Office of Institutional Effectiveness and Innovation for the Kresge Foundation.

Wilson, Marcia. *Tech Prep Articulation Handbook*, Los Angeles Community College District publication, updated in 2008.

Wilson, M. (2001) "Law Related Education for Pregnant and Parenting Teens: A Comprehensive Three-Year Program Evaluation" published for Phi Alpha Delta Law Fraternity, Inc.

Sullivan, R. and Wilson, M. "Getting There from Here: A New Perspective in Juvenile Delinquency Theory," *Journal of Adolescence*. 1995. Spring, Vol. 30(117): 1-17.

Wilson, Marcia. *Juvenile and Gang Delinquency Causation: A Structural Equation Model*. Dissertation. University of Southern California Graduate School, 1995.

California Partnership Academies 16th Annual Conference,
Costa Mesa, CA
"Successful Partnerships Between Public Education and Community-Based Organizations," March 2004.

Los Angeles Orange County Regional Consortium Leaders in Workforce Development Seminar, Cerritos, CA
"Program Articulation Agreements: Model Policy and Procedures," February, 2004 and 2008.

The National Conference for Community and Justice, New York, NY
"Intergeneration Perspectives on Inter-group Relations in 21st Century America," Panelist, January 2000.

ConnectED 2000: Engaging A Nation, National Conference, San Diego, CA
Roundtable Discussion Leader, "Psycho-Emotional Education: A Key Component to College Enrichment and Retention Programs," January 2000.

New Directions for Youth, Van Nuys, CA
"Integrated Theories for the Treatment of Delinquent and At-Risk Youth," March 2003 and June 2006.

USC Rossier School of Education National Conference, Los Angeles, CA
Panelist, "Cultural Identity: Can You Take It with You?" June 2000.

USC Rossier School of Education National Conference, Los Angeles, CA
Panelist, "Best Practices and Strategies for Preparation and Retention of First-Generation, Low Income and Minority Students," June 2000.

USC NAI Family Development Institute, Los Angeles, CA
Seminar Presenter, 1992 - 2012

Presented seminars to large audiences of parents and students on numerous topics relating to emotional health and welfare of the family.

Sample of Titles (not an exhaustive list):

- "First Generation College Students: Challenges and Strengths"
- "Adolescent Development"
- "Conflict Resolution for the Family"
- "Preventing Delinquent Behavior in Adolescents"
- "Letting Go: Successful Launching of Your Adult Children"
- "Adult Sexuality: Breaking the Barriers"
- "Communicating with Your Children about Sex"
- "Adolescent Subcultures: Fashion, Music, Myths and Fears"
- "Creating a Positive Emotional Environment in the Home"
- "Creating a Positive Learning Environment in the Home"
- "Standardized Testing: What does it all mean?"
- "Systems Theory: Why We All Matter"
- "Substance Abuse in the Home: Affects on Educational Success"
- "Adult Self-Development: It's Never too Late to Grow"
- "Cultural and Gender Issues in Education"

statistical analysis, and preparation of final report and promotional video.

ABC School District Healthy Start Program, Cerritos, CA

Grant Writer, 1996 - 2001

Provided grant-writing assistance for federal and state partnership grants with Hawaiian Gardens Coalition for Youth and the ABC School District. Grant writing included program development consultation and compliance with all required protocols and submissions.

Kaiser Permanente Watts Counseling Center, Los Angeles, CA

Consultant, 1989 - present

Provided in-service training sessions to social work and psychology interns; areas included Gangs and Gang Awareness and Parent Education.

MEMBERSHIPS AND ASSOCIATIONS

National Association of Social Workers (NASW) California Chapter

Member 1987 – present

Social Work and the Media Committee 2006 -2012

PTA (Parent Teacher Association)

Member, 2000 to present

President, Alhambra Council PTA, 2010 – 2013

President, Alhambra High School PTA, 2008 – 2010 and 2015 - present

President, Emery Park PTA, 2004 – 2005 and 2010 - 2012

LACCD Administrative Leadership Program (ALP), Member, 2006 – 2007, ALP Team Mentor, 2007 – 2008

Participated in the first round of the Advanced Leadership Project, a program designed to “foster the creation a new generation of visionary, student-centered administrative leaders (direct quote from ALP recruitment materials, 2007)”. Participation included a series of seminars and the completion of a research project and presentation, which focused on the development of more effective process mapping for Specially Funded Programs throughout the District.

USC Academic Support Network, Member, 1998 – September 2004

Chairperson, University Outreach and Consultation Committee

ASN is comprised of USC faculty and staff who provide consultation to University departments (academic and administrative departments) regarding student support and retention services available on campus and strategies for providing comprehensive and effective support services. Network is committed to creating effective and innovative strategies to address the issues of campus diversity, retention of non-traditional students and fostering a campus environment of inclusion and support.

Alumni Association of the USC School of Social Work

Vice-President (1995 and 2009)

President (two terms in 1996-98 and 2010 - 2013)

Board Member and Networking Chair (2007 -2008)

Purchase Order List

05/21/2017 thru 06/17/2017

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046634	5/22/2017	11	Fire Technology	Instructional Supplies	PATTERSON TIRE CO	774.77
17-P0046635	5/22/2017	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	1,000.00
17-P0046636	5/22/2017	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	127.22
17-P0046637	5/22/2017	11	International Student Program	Courier/Delivery Services	FEDEX	71.42
17-P0046638	5/22/2017	12	SAC Continuing Ed-Instruction	Instructional Supplies	BUSINESS MACHINES SECURITY	733.73
17-P0046639	5/22/2017	12	SAC Continuing Ed-Instruction	Instructional Supplies	BUSINESS MACHINES SECURITY	1,436.41
17-P0046640	5/22/2017	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	6,000.00
17-P0046641	5/22/2017	12	DSPS	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	926.73
17-P0046642	5/22/2017	12	Talent Search	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
17-P0046643	5/22/2017	12	Counseling	Software License and Fees	BRIDGES TRANSITIONS CO	990.00
17-P0046644	5/22/2017	12	Business Division Office	Instructional Supplies	NEWARK CORP	1,088.15
17-P0046645	5/22/2017	12	Academic Affairs Office	Instructional Supplies	TURNING TECHNOLOGIES LLC	5,763.38
17-P0046646	5/22/2017	12	Upward Bound	Conference Expenses	LAKYSHIA M. PEREZ	2,244.00
17-P0046647	5/23/2017	13	Publications	Non-Instructional Supplies	KELLY PAPER	1,236.97
17-P0046648	5/23/2017	12	SAC Continuing Ed-Instruction	Instructional Supplies	IMAGE WORKS PES INC	490.61
17-P0046649	5/23/2017	11	Fine & Performing Arts Office	Equip-All Other >\$200 < \$1,000	B & H PHOTO VIDEO INC	810.24
17-P0046650	5/23/2017	12	Veterans Resource Center	Conference Expenses	WELLS FARGO BANK	846.20
17-P0046651	5/23/2017	12	Purchasing	Contracted Services	SCS ENGINEERS	47,500.00
17-P0046652	5/23/2017	12	Student Equity	Food and Food Service Supplies	HART COMMUNITY HOMES INC	385.30
17-P0046653	5/23/2017	12	Financial Aid Office	Food and Food Service Supplies	THE HABIT RESTAURANT, LLC	4,735.65
17-P0046654	5/23/2017	12	Financial Aid Office	Food and Food Service Supplies	FERBERT WESLEY L.	380.00
17-P0046655	5/23/2017	12	Career Education Office	Food and Food Service Supplies	DORA I. CONTRERAS-BRIGHT	247.55
17-P0046656	5/23/2017	11	District Wide Technology	Equip-All Other > \$5,000	SIDEPATH INC	27,845.83
17-P0046657	5/23/2017	11	District Wide Technology	Equip-All Other > \$5,000	SIDEPATH INC	27,845.83
17-P0046658	5/23/2017	12	Biology	Instructional Supplies	MICRODAQ.COM LTC	155.16
17-P0046659	5/23/2017	12	Biology	Instructional Supplies	WELLS FARGO BANK	322.47
17-P0046660	5/23/2017	13	Maintenance	Contracted Services	COMMERCIAL AQUATIC SVCS	14,814.72
17-P0046661	5/23/2017	12	Ctr for Intl Trade Dev Office	Contracted Services	BUSINESS GUIDE-SHA INC	27,490.00
17-P0046662	5/23/2017	13	Administrative Services Office	Bldg Impr - Materials OFIBO	FASTSIGNS	83.38
17-P0046663	5/23/2017	33	CDC Administration	Non-Instructional Supplies	WELLS FARGO BANK	426.90
17-P0046664	5/23/2017	13	Sci, Math, Health Sci Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,116.13
17-P0046665	5/24/2017	11	Fire Technology	Contracted Repair Services	BEACH CITY LIFT INC	1,309.26
17-P0046666	5/24/2017	12	Human Svcs & Technology Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	4,999.44
17-P0046667	5/24/2017	13	Business Division Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,652.04

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Purchase Order List

05/21/2017 thru 06/17/2017

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 17-P0046668	5/24/2017	11	Business Division Office	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	4,417.76
* 17-P0046668	5/24/2017	13	Business Division Office	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	2,208.87
PO Amt Total for *17-P0046668 :						6,626.63
17-P0046669	5/24/2017	12	Academic Affairs Office	Instructional Supplies	SWEETWATER SOUND	6,463.89
17-P0046670	5/24/2017	12	Veterans Resource Center	Conference Expenses	FAIRFIELD INN VISALIA	775.40
17-P0046671	5/24/2017	12	Veterans Resource Center	Conference Expenses	PANION GROUP LLC	1,108.96
17-P0046672	5/24/2017	12	Veterans Resource Center	Conference Expenses	ABEL ARREDONDO, JR.	851.00
17-P0046673	5/24/2017	12	Veterans Resource Center	Conference Expenses	BRENDA ESTRADA	312.00
17-P0046674	5/24/2017	12	Veterans Resource Center	Conference Expenses	ESJ RESORT LLC	1,022.53
17-P0046675	5/24/2017	12	Veterans Resource Center	Conference Expenses	MIGUEL RAMIREZ	128.00
17-P0046676	5/24/2017	11	Purchasing	Software License and Fees	WELLS FARGO BANK	585.00
17-P0046677	5/24/2017	11	Human Resources Office	Conference Expenses	ACHRO EEO ASSOC OF CHIEF HUMAN	250.00
17-P0046678	5/24/2017	11	Admin Services Office	Non-Instructional Supplies	PITNEY BOWES	289.73
17-P0046679	5/24/2017	12	Career Education Office	Conference Expenses	CHABOT-LAS POSITAS COMMUNITY COLLEGE	50.00
17-P0046680	5/24/2017	12	Library Services	Library Books - Periodicals	CALIFORNIA NEWSPAPERS PARTNERSHIP	162.63
17-P0046681	5/24/2017	12	Pathways to Teaching	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
17-P0046682	5/24/2017	12	Pathways to Teaching	Transportation - Student	GOLD COAST TOURS	4,431.83
17-P0046683	5/24/2017	12	Biology	Equip-All Other >\$200 < \$1,000	AMERICAN LABORATORY TRADING INC	989.13
17-P0046684	5/24/2017	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	204.71
17-P0046685	5/24/2017	11	Publications	Equip-All Other >\$200 < \$1,000	ULINE	791.63
17-P0046686	5/24/2017	12	Pathways to Teaching	Non-Instructional Supplies	4 IMPRINT	1,589.60
17-P0046687	5/24/2017	12	Fine & Performing Arts Office	Instructional Supplies	ULINE	638.00
17-P0046688	5/25/2017	12	Student Development	Conference Expenses	LAKYSHIA M. PEREZ	165.00
17-P0046689	5/25/2017	12	Student Development	Other Exp Paid for Students	SPRINGHILL SMC LLC	4,654.80
17-P0046690	5/25/2017	12	Student Development	Conference Expenses	HELEN KANG	165.00
17-P0046691	5/25/2017	12	Student Development	Other Exp Paid for Students	LAKYSHIA M. PEREZ	3,875.00
17-P0046692	5/25/2017	12	Counseling	Equip-All Other >\$200 < \$1,000	AMAZON COM	670.34
17-P0046693	5/25/2017	41	Continuing Education Division	Contracted Services	BLANKENSHIP, SHARLENE	188.75
17-P0046694	5/25/2017	11	Board of Trustees	Non-Instructional Supplies	SCHICK RECORDS MGMT	15.09
17-P0046695	5/25/2017	12	Upward Bound	Contracted Services	WILKERSON MARCUS	7,000.00
17-P0046696	5/25/2017	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
17-P0046697	5/25/2017	12	Upward Bound	Contracted Services	CARRANZA ADRIANNA	7,000.00
17-P0046698	5/25/2017	12	Upward Bound	Contracted Services	HARDY LAWRENCE	7,000.00
17-P0046699	5/25/2017	12	Ctr for Intl Trade Dev Office	Contracted Services	HASSOUN MARWA	1,500.00
17-P0046700	5/25/2017	12	Center for Teacher Education	Contracted Services	ROBERTS TERRENCE J	3,500.00

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Purchase Order List

05/21/2017 thru 06/17/2017

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046701	5/25/2017	13	Maintenance	Contracted Services	CR & R INC	1,000.00
17-P0046702	5/25/2017	11	Career Counseling Center	Software License and Fees	CCN FINANCIAL SERVICES INC	4,500.00
17-P0046703	5/25/2017	11	Maintenance & Operations	Contracted Services	SIMPLEXGRINNELL	1,403.52
17-P0046704	5/25/2017	12	Academic Affairs Office	Instructional Supplies	CANDELA CORP	3,000.00
17-P0046705	5/25/2017	11	Payroll	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	797.27
17-P0046706	5/25/2017	12	Diesel	Equip-Fed Prgm > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	8,850.56
17-P0046707	5/25/2017	13	Distance Education	Contracted Services	INSTRUCTURE INC	26,078.00
17-P0046708	5/26/2017	12	Phillips Hall	Equip-All Other > \$5,000	SPINITAR PRESENTATION PRODUCTS	47,026.05
17-P0046709	5/26/2017	41	Facility Planning Office	Bldg Impr - Contractor Svcs	C.I. SERVICES INC	8,837.18
17-P0046711	5/26/2017	11	District Wide Technology	Contracted Services	DYNTEK SERVICES, INC	8,500.00
17-P0046712	5/26/2017	13	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	2,312.10
17-P0046713	5/26/2017	12	Counseling	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	3,463.15
17-P0046714	5/26/2017	13	Business Division Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,652.04
17-P0046715	5/26/2017	11	Educational Multimedia Service	Non-Instructional Software	B & H PHOTO VIDEO INC	342.93
17-P0046716	5/26/2017	13	Public Affairs/Gov Rel Office	Equip-All Other >\$200 < \$1,000	AMAZON COM	860.92
17-P0046717	5/30/2017	41	Facility Planning Office	Site Improv - Contractor Svcs	A GOOD SIGN & GRAPHICS CO	22,389.39
17-P0046718	5/30/2017	11	Apprenticeship	Conference Expenses	ACADEMIC SENATE FOR	540.00
17-P0046719	5/30/2017	11	President's Office	Conference Expenses	PASSKEY'S FOUNDATION JEFFERSON CENTER	350.00
17-P0046720	5/30/2017	12	MESA	Other Participant Travel Exp	NEWPORT BAY CONSERVANCY	450.00
17-P0046721	5/30/2017	12	MESA	Other Participant Travel Exp	CORNER BAKERY/CBC RESTAURANT	313.50
17-P0046722	5/30/2017	12	Financial Aid Office	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	450.00
17-P0046723	5/30/2017	12	Financial Aid Office	Conference Expenses	BERGARA ELIZABETH	500.00
17-P0046724	5/30/2017	13	Human Svcs & Technology Office	Food and Food Service Supplies	MICHELLE R. PAROLISE	169.95
17-P0046725	5/30/2017	12	ACT Center	Non-Instructional Supplies	ACT	32.50
17-P0046726	5/30/2017	12	Library Services	Library Books	GALE GROUP	389.64
17-P0046727	5/30/2017	11	Facility Planning Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	64.19
17-P0046728	5/30/2017	41	Facility Planning Office	Bldg Impr - Materials OFIBO	MONTGOMERY HARDWARE CO	1,659.33
17-P0046729	5/30/2017	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	5,168.15
17-P0046730	5/30/2017	11	Maintenance & Operations	Non-Instructional Supplies	AMAZON COM	21.54
17-P0046731	5/30/2017	41	Facility Planning Office	Bldg Impr - Relocation/Moving	AMERICAN RELOCATION & LOGISTICS INC	3,307.39
17-P0046732	5/30/2017	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	944.32
17-P0046733	5/30/2017	12	Academic Affairs Office	Instructional Supplies	DON BOOKSTORE	1,470.79
17-P0046734	5/30/2017	12	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	WELLS FARGO BANK	3,095.75
17-P0046735	5/30/2017	41	Facility Planning Office	Bldg Impr - Contractor Svcs	STANLEY ACCESS INC	13,123.68
17-P0046736	5/30/2017	11	Maintenance & Operations	Non-Instructional Supplies	APCO GRAPHICS INC	3,835.23
17-P0046737	5/30/2017	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	2,475.00
17-P0046738	5/30/2017	12	Transfer Center	Food and Food Service Supplies	ARAMARK CORPORATION	271.53

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Purchase Order List

05/21/2017 thru 06/17/2017

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046739	5/30/2017	41	Facility Planning Office	Bldg Impr - Haz Mat	EXECUTIVE ENVIRONMENTAL	12,242.17
17-P0046740	5/30/2017	12	Biology	Instructional Supplies	AIRGAS INC	400.00
17-P0046741	5/30/2017	11	Fine & Performing Arts Office	Equip-All Other >\$200 < \$1,000	OFFICE DEPOT BUSINESS SVCS	1,517.08
17-P0046742	5/30/2017	11	Maintenance & Operations	Contracted Repair Services	ENVISE	1,455.00
17-P0046743	5/30/2017	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	6,841.25
17-P0046745	5/30/2017	11	Business Operations' Office	Inst Dues & Memberships	CASBO CALIF ASSOC OF SCHOOL	1,000.00
17-P0046746	5/30/2017	11	Maintenance & Operations	Contracted Repair Services	A & D FIRE SPRINKLERS INC	325.00
17-P0046747	5/30/2017	12	Pathways to Teaching	Other Participant Prog Svc/Exp	GOWER B. LEE	33.76
17-P0046748	5/30/2017	12	Ctr for Intl Trade Dev Office	Contracted Services	HOVER-SMOOT PHILIP	1,500.00
17-P0046750	5/30/2017	11	District Wide Technology	Software Support Service-Fixed	SINGLEWIRE SOFTWARE LLC	1,375.00
17-P0046751	5/30/2017	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	411.73
17-P0046752	5/30/2017	12	Engineering	Equip-All Other >\$200 < \$1,000	OFFICE DEPOT BUSINESS SVCS	333.37
17-P0046753	5/30/2017	13	Santiago Canyon College	Contracted Services	TAM GLOBAL LLC	55.00
17-P0046754	5/30/2017	12	Pathways to Teaching	Other Participant Travel Exp	UNIV OF SAN FRANCISCO	3,016.00
17-P0046755	5/30/2017	12	Pathways to Teaching	Conference Expenses	VERONICA HURTADO	200.00
17-P0046756	5/30/2017	13	Chancellor's Office	Contracted Services	COMMUNITY COLLEGE SEARCH SVCS	22,000.00
17-P0046757	5/30/2017	12	Outreach	Transportation - Student	ANAHEIM UNION HIGH	408.00
17-P0046758	5/30/2017	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	14,396.05
17-P0046759	5/30/2017	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	135.00
* 17-P0046760	5/30/2017	11	Continuing Education Division	Packaging/Mail Prep/Processing	ADVANCED WEB OFFSET INC	1,822.50
* 17-P0046760	5/30/2017	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	4,109.65
PO Amt Total for *17-P0046760 :						5,932.15
17-P0046761	5/30/2017	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	303.00
17-P0046762	5/30/2017	12	Outreach	Transportation - Student	JFK TRANSPORTATION	390.00
17-P0046763	5/30/2017	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	480.15
17-P0046764	5/30/2017	12	Math	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,031.11
17-P0046765	5/30/2017	11	Sci, Math, Health Sci Office	Equip-All Other >\$200 < \$1,000	ORANGE COUNTY TELESCOPE INC	1,648.51
17-P0046766	5/30/2017	13	Academic Affairs Office	Software License and Fees	TARGETSOLUTIONS LEARNING LLC	14,132.00
17-P0046767	5/30/2017	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SIDEPATH INC	70,534.91
17-P0046768	5/31/2017	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	OPTIV SECURITY INC	36,016.24
17-P0046769	5/31/2017	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	OPTIV SECURITY INC	53,185.26
17-P0046770	5/31/2017	11	Transportation	Gasoline	VOYAGER FLEET SYSTEM INC	1,200.00
17-P0046772	5/31/2017	13	Media Systems	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	14,736.96
17-P0046773	5/31/2017	12	Academic Affairs Office	Instructional Supplies	APPLE COMPUTER INC	5,998.77
17-P0046774	6/1/2017	11	Business Operations' Office	Contracted Services	WESTBERG & WHITE INC	11,727.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046775	6/1/2017	11	Business Operations' Office	Contracted Services	CUMMING CONSTRUCTION MGT INC	5,553.63
17-P0046776	6/1/2017	11	Business Operations' Office	Contracted Services	RODRIGUEZ ENGINEERING	20,520.00
17-P0046777	6/1/2017	41	Facility Planning Office	Site Improv - Contractor Svcs	TROPICAL PLAZA NURSERY	2,481.24
17-P0046778	6/1/2017	12	Orientation/Coord/Training	Other Exp Paid for Students	RSCCD	2,760.00
17-P0046779	6/1/2017	12	Orientation/Coord/Training	Non-Instructional Supplies	SARA W. LUNDQUIST	529.84
17-P0046780	6/1/2017	12	Center for Teacher Education	Inst Dues & Memberships	NACCTEP NAT'L ASSOC OF COMM	300.00
17-P0046781	6/1/2017	12	Health & Wellness Center	Non-Instructional Supplies	SABERS RENA	718.14
17-P0046782	6/1/2017	12	EOPS	Books Paid for Students	DON BOOKSTORE	7,677.19
17-P0046783	6/1/2017	12	Educational Services Office	District Business/Sponsorships	CCCAOE CALIF COM COLL ASSOC	10,000.00
17-P0046784	6/1/2017	12	Small Business Dev Ctr Office	Inst Dues & Memberships	WOMEN IN WORLD TRADE	250.00
17-P0046785	6/1/2017	13	Public Affairs/Gov Rel Office	Advertising	AMFM BROADCASTING INC	40,000.00
17-P0046786	6/1/2017	12	Student Equity	Other Exp Paid for Students	NIDZARA PECENKOVIC	299.00
17-P0046787	6/1/2017	11	Risk Management	Hazardous Materials Removal	ROSEMET ENVIRONMENTAL SVCS	430.00
17-P0046788	6/1/2017	12	Continuing Education Division	Contracted Services	COAST ELECTRIC	1,977.94
17-P0046789	6/1/2017	12	Outreach	Transportation - Student	TUSTIN UNIFIED SCHOOL DISTRICT	474.80
17-P0046790	6/2/2017	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	355.55
17-P0046791	6/2/2017	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	4,303.37
17-P0046792	6/2/2017	12	Financial Aid Office	Non-Instructional Supplies	KELLY PAPER	1,236.97
17-P0046793	6/2/2017	61	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	15.83
17-P0046794	6/2/2017	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	400.00
17-P0046795	6/2/2017	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,000.01
17-P0046796	6/2/2017	12	Art	Instructional Supplies	PICKWICK PAPER PRODUCTS INC	257.95
17-P0046797	6/2/2017	12	Professional Development	Books, Mags & Subscrip-Non-Lib	MARY W. HUEBSCH	296.93
17-P0046798	6/2/2017	12	Academic Affairs Office	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,215.18
17-P0046799	6/2/2017	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	3,200.00
17-P0046800	6/2/2017	12	Academic Affairs Office	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	4,371.49
17-P0046801	6/2/2017	12	Academic Affairs Office	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,492.03
17-P0046802	6/2/2017	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	1,300.00
17-P0046803	6/2/2017	12	Kinesiology - Physical Educ	Equip-All Other >\$200 < \$1,000	WENGER CORP	4,955.48
17-P0046804	6/2/2017	12	Safety & Parking - DO	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	390.67
17-P0046805	6/2/2017	12	Art	Instructional Supplies	BLICK ART MATERIALS	5,263.31
17-P0046806	6/2/2017	12	Student Equity	Conference Expenses	SODEXHO	492.48
17-P0046807	6/2/2017	12	Continuing Education Division	Conference Expenses	CASAS	85.00
17-P0046808	6/2/2017	12	Continuing Education Division	Conference Expenses	IMELDA PEREZ	200.00
17-P0046809	6/2/2017	11	Transportation	Other Licenses & Fees	SCAQMD	125.47
17-P0046810	6/2/2017	12	Veterans Resource Center	Equip-Fed Prgm >\$1,000< \$5,000	SEHI COMPUTER PRODUCTS	918.01
17-P0046811	6/2/2017	12	DSPS Office	Non-Instructional Supplies	B & H PHOTO VIDEO INC	24.23

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046812	6/2/2017 1	12	Safety & Parking - DO	Repair & Replacement Parts	UNITED AUTOMOTIVE SVC INC	43.09
17-P0046813	6/2/2017 1	12	Ctr for Intl Trade Dev Office	Other Licenses & Fees	NASBITE	1,580.00
17-P0046814	6/2/2017 1	11	Manufacturing Technology	Software License and Fees	PATON GROUP	2,550.00
17-P0046815	6/5/2017 1	12	English	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	12,488.65
17-P0046817	6/5/2017 1	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	1,991.16
17-P0046818	6/5/2017 1	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	2,333.56
17-P0046819	6/5/2017 1	11	Maintenance & Operations	Contracted Services	JON'S FLAGS & POLES	496.32
17-P0046820	6/5/2017 1	11	Publications	Contracted Repair Services	INLAND CUTTER SERVICE INC	250.00
17-P0046821	6/5/2017 1	12	Safety & Parking - DO	Repair & Replacement Parts	OFFICE DEPOT BUSINESS SVCS	439.59
17-P0046822	6/5/2017 1	11	Maintenance	Contracted Services	GMS ELEVATOR	8,250.00
17-P0046823	6/5/2017 1	13	Maintenance	Contracted Services	ALLEYCAT DEVELOPMENT INC	13,750.00
17-P0046824	6/5/2017 1	12	Career Ed & Work Dev Office	Online Training Courses	SUSAN M. SHEROD	1,050.00
17-P0046825	6/5/2017 1	13	CJ/Academies	Contracted Services	ACCO ENGINEERED SYSTEMS INC	11,075.00
17-P0046826	6/5/2017 1	12	LA/OC Regional Consortia	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	690.67
17-P0046827	6/5/2017 1	12	Continuing Education Division	Contracted Services	CSU FULLERTON AUXILIARY SVCS CORP	4,788.11
17-P0046828	6/5/2017 1	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	5,901.48
17-P0046829	6/5/2017 1	12	LA/OC Regional Consortia	Inst Dues & Memberships	OCBC ORANGE CTY BUS COUNCIL	2,000.00
17-P0046830	6/5/2017 1	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	18.74
17-P0046831	6/5/2017 1	12	Student Equity	Supplies Paid for Students	DON BOOKSTORE	250.74
17-P0046832	6/5/2017 1	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	4,869.74
17-P0046833	6/5/2017 1	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	EDUCATIONAL TESTING SVC	91.74
17-P0046834	6/5/2017 1	12	Student Equity	Food and Food Service Supplies	HART COMMUNITY HOMES INC	275.47
17-P0046835	6/5/2017 1	12	Dance	Instructional Supplies	HEATHER K. GILLETTE	4,063.79
17-P0046836	6/5/2017 1	12	Humanities & Social Sci Office	Instructional Supplies	AMAZON COM	179.91
17-P0046837	6/5/2017 1	13	Publications	Non-Instructional Supplies	KELLY PAPER	1,206.80
17-P0046839	6/5/2017 1	43	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,831.08
17-P0046840	6/6/2017 1	12	Corporate Training Institute	Contracted Services	CONSTANT CONTACT	546.00
17-P0046841	6/6/2017 1	12	Corporate Training Institute	Contracted Services	RUTH J. COSSIO-MUNIZ	180.00
17-P0046842	6/6/2017 1	12	Corporate Training Institute	Non-Instructional Supplies	EDWARD H. LEE	690.35
17-P0046843	6/6/2017 1	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,500.00
17-P0046844	6/6/2017 1	12	Student Services Office	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	624.18
17-P0046845	6/6/2017 1	12	Safety & Parking - DO	Contracted Repair Services	BOSS INDUSTRIES INC	499.41
17-P0046846	6/6/2017 1	13	Public Affairs/Gov Rel Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	585.26
17-P0046847	6/6/2017 1	13	Public Affairs/Gov Rel Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	91.35
17-P0046848	6/6/2017 1	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	CDW GOVERNMENT INC.	34.40
17-P0046849	6/6/2017 1	12	Student Equity	Non-Instructional Supplies	DELL COMPUTER	1,457.00
17-P0046850	6/6/2017 1	12	Kinesiology - Physical Educ	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	751.66

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046851	6/6/2017	12	Health & Wellness Center	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	898.48
17-P0046852	6/6/2017	11	Board of Trustees	Non-Instructional Supplies	HERFF JONES INC.	276.97
17-P0046854	6/6/2017	12	Student Development	Transportation - Student	GOLD COAST TOURS	1,804.50
17-P0046855	6/6/2017	13	Public Affairs/Gov Rel Office	Advertising	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,552.00
17-P0046856	6/6/2017	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	SOUTHWEST MATERIAL HANDLING	2,450.38
17-P0046857	6/6/2017	12	Math	Instructional Supplies	EAI ERIC ARMIN INC	1,090.68
17-P0046858	6/6/2017	13	Academic Affairs Office	Class Schedules/Printing	ADVANCED WEB OFFSET INC	3,869.84
17-P0046859	6/6/2017	11	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	5,804.00
17-P0046860	6/6/2017	11	Grounds	Rental-Equipment (Short-term)	NAT'L CONSTRUCTION RENTAL	796.50
17-P0046861	6/6/2017	13	Maintenance	Contracted Services	CIRKS CONSTRUCTION INC	4,028.23
17-P0046862	6/6/2017	11	Transportation	Other Licenses & Fees	SCAQMD	135.91
* 17-P0046863	6/7/2017	11	Student Activities	Rental - Other (Short-term)	CITY OF SANTA ANA	9,379.24
* 17-P0046863	6/7/2017	13	Student Activities	Rental - Other (Short-term)	CITY OF SANTA ANA	1,314.47
PO Amt Total for *17-P0046863 :						10,693.71
17-P0046864	6/7/2017	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	12,767.00
17-P0046865	6/7/2017	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	13,847.00
17-P0046866	6/7/2017	12	Phillips Hall	Instructional Supplies	ROSE BRAND WIPERS	1,648.58
17-P0046867	6/7/2017	12	Phillips Hall	Instructional Supplies	AMAZON COM	392.61
17-P0046868	6/7/2017	12	Fire Academy	Instructional Supplies	POLLARDWATER	321.33
17-P0046869	6/7/2017	12	Humanities & Social Sci Office	Instructional Supplies	AMAZON COM	926.09
17-P0046870	6/7/2017	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	17,990.00
17-P0046871	6/7/2017	13	Maintenance	Contracted Services	KAISER ROBERT	5,525.00
17-P0046872	6/7/2017	12	Nursing	Equip-Fed Prgm > \$5,000	GAUMARD SCIENTIFIC CO INC	26,430.97
17-P0046873	6/7/2017	12	Continuing Education Division	Contracted Services	QUICK CAPTION	618.00
17-P0046874	6/7/2017	11	District Wide Technology	Software License and Fees	NTH GENERATION COMPUTING INC	63,810.00
17-P0046875	6/7/2017	13	Maintenance	Contracted Services	HEID JARED STEPHEN	878.00
17-P0046876	6/7/2017	11	District Wide Technology	Contracted Services	COAST ELECTRIC	862.36
17-P0046877	6/7/2017	12	Exercise Science	Instructional Supplies	D3 SPORTS INC.	120.68
17-P0046878	6/7/2017	11	Educational Services Office	Contracted Services	DOUGLAS CATHERINE ANN	700.00
17-P0046879	6/7/2017	11	Mailroom	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,725.15
17-P0046880	6/7/2017	11	District Wide Technology	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	1,948.71
17-P0046881	6/7/2017	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	SIDEPATH INC	493.93
17-P0046882	6/7/2017	12	Nursing	Equip-All Other >\$200 < \$1,000	NASCO	1,164.45
17-P0046883	6/7/2017	11	District Wide Technology	Software License and Fees	FILEMAKER INC	390.00
17-P0046884	6/7/2017	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	4,324.39

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046885	6/7/2017	12	Library Services	Library Books	AMAZON COM	1,500.00
17-P0046886	6/7/2017	11	District Wide Technology	Software License and Fees	GOLDEN STAR TECHNOLOGY, INC.	7,968.00
17-P0046887	6/7/2017	12	Library Services	Library Books - Databases	CENGAGE LEARNING/ EDUC. TO GO	1,389.68
17-P0046888	6/7/2017	13	Maintenance	Contracted Services	VARSITY BRANDS HOLDING CO INC	7,806.06
17-P0046889	6/7/2017	12	Educational Services Office	District Business/Sponsorships	COLLEGE OF THE CANYONS	10,000.00
17-P0046890	6/7/2017	12	Kinesiology - Physical Educ	Contracted Services	FITNESS REPAIR SHOP	1,616.67
17-P0046891	6/7/2017	12	Student Equity	Food and Food Service Supplies	VIVIEN H. VU	170.55
17-P0046892	6/8/2017	12	Upward Bound	Instructional Supplies	LEGO BRAND RETAIL INC	3,495.82
17-P0046893	6/8/2017	11	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	400.00
17-P0046894	6/8/2017	12	Diesel	Equip-Fed Prgm >\$1,000< \$5,000	MATCO TOOLS	4,682.43
17-P0046895	6/8/2017	12	Business Division Office	Software License and Fees	STUDICA INC	795.00
17-P0046896	6/8/2017	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	348.00
17-P0046897	6/8/2017	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	699.30
17-P0046898	6/8/2017	12	Kinesiology - Physical Educ	Instructional Supplies	TROXELL COMM INC	753.39
17-P0046899	6/8/2017	12	Kinesiology - Physical Educ	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	863.35
17-P0046900	6/8/2017	11	Business Operations' Office	Legal Expenses	JAMS INC	990.00
17-P0046901	6/8/2017	33	CDC Santa Ana College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	249.29
17-P0046902	6/8/2017	12	Biology	Contracted Repair Services	SCIENTIFIC REFRIGERATION	523.00
17-P0046903	6/8/2017	11	Maintenance	Contracted Repair Services	GENERAL AIR COMPRESSORS	958.14
17-P0046904	6/8/2017	11	Custodial	Contracted Services	CINTAS CORP	8,000.00
17-P0046905	6/8/2017	11	Maintenance & Operations	Contracted Services	CLIMATEC LLC	4,219.00
17-P0046906	6/8/2017	41	Facility Planning Office	Site Improv- Relocation/Moving	AMERICAN RELOCATION & LOGISTICS INC	10,547.84
17-P0046907	6/8/2017	11	Human Resources Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
17-P0046908	6/8/2017	11	Maintenance & Operations	Non-Instructional Supplies	KULI IMAGE INCÝKUSTOM IMPRINTS	227.03
17-P0046909	6/8/2017	41	Facility Planning Office	Bldg Impr - DSA Fees	DEPT OF GENERAL SERVICES	1,276.00
17-P0046910	6/8/2017	11	Maintenance & Operations	Equip-All Other >\$200 < \$1,000	OFFICE DEPOT BUSINESS SVCS	323.24
17-P0046911	6/8/2017	11	Facility Planning Office	Non-Instructional Supplies	WELLS FARGO BANK	237.38
17-P0046912	6/9/2017	12	Counseling	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,214.28
17-P0046913	6/9/2017	12	Human Development	Instructional Supplies	REDLEAF PRESS	2,775.90
17-P0046914	6/9/2017	12	Financial Aid Office	Software License and Fees	LEXMARK ENTERPRISE SOFTWARE LLC	70,648.38
17-P0046915	6/9/2017	11	Digital Media Center	Non-Instructional Supplies	LIGHT BULBS ETC	107.75
17-P0046916	6/9/2017	12	Corporate Training Institute	Rental - Facility (Short-term)	COSSIO-MUNIZ RUTH JACQUELINE	250.00
17-P0046917	6/9/2017	12	Continuing Education Division	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	625.76
17-P0046918	6/9/2017	12	Continuing Education Division	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	374.17
17-P0046919	6/9/2017	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	9,639.70
17-P0046920	6/9/2017	11	Library Services	Library Books	AMAZON COM	3,659.00
17-P0046921	6/9/2017	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	7,274.78

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046922	6/9/2017	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	1,309.29
17-P0046923	6/9/2017	12	Distance Education	Software License and Fees	CREDLY INC	5,950.00
17-P0046924	6/9/2017	11	Networking	Online Training Courses	ELLUCIAN INC.	1,440.00
17-P0046925	6/9/2017	11	Board of Trustees	Non-Instructional Supplies	WELLS FARGO BANK	47.40
17-P0046926	6/9/2017	11	Administrative Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	86.19
17-P0046927	6/9/2017	11	District Wide Technology	Contracted Services	COAST ELECTRIC	7,929.17
17-P0046928	6/9/2017	11	District Wide Technology	Building Improvements	D4 SOLUTIONS INC.	8,002.37
17-P0046929	6/9/2017	41	Facility Planning Office	Buildings - Other Services	ARBORWELL INC	1,500.00
17-P0046930	6/9/2017	12	Biology	Equip-All Other > \$5,000	BIG TEX TRAILERS WEST	5,066.86
17-P0046931	6/9/2017	11	American Sign Language	Contracted Services	GLOBAL WORKS INC	560.00
17-P0046932	6/9/2017	12	Biology	Instructional Supplies	NASCO	2,583.14
17-P0046933	6/9/2017	11	Maintenance & Operations	Contracted Repair Services	C.I. SERVICES INC	600.00
17-P0046934	6/9/2017	11	Human Resources Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	715.46
17-P0046935	6/9/2017	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	45.35
17-P0046936	6/9/2017	11	Human Resources Office	Equip-All Other >\$200 < \$1,000	SHI INTERNATIONAL CORP	1,379.66
17-P0046937	6/9/2017	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	44.00
17-P0046938	6/12/2017	41	Facility Planning Office	Sites - Contractor Services	CITY OF SANTA ANA	334,000.00
17-P0046939	6/12/2017	12	Continuing Education Division	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	7,272.11
17-P0046940	6/12/2017	12	Engineering	Equip-All Other >\$200 < \$1,000	APPLE COMPUTER INC	429.37
17-P0046941	6/12/2017	11	Information Tech Svcs Office	Conference Expenses	YEZID H. GONZALEZ	2,700.00
17-P0046942	6/12/2017	13	Biology	Equip-All Other >\$200 < \$1,000	STRATEGIC FURNITURE GROUP	5,789.48
17-P0046943	6/12/2017	12	Small Business Dev Ctr Office	District Business/Sponsorships	CYPRESS COLLEGE	10,000.00
17-P0046944	6/13/2017	12	Engineering	Contracted Services	GROWTH SECTOR COMPANY	72,000.00
17-P0046945	6/13/2017	41	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	125.00
17-P0046946	6/13/2017	33	CDC Centennial Education Ctr	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	1,447.46
17-P0046947	6/13/2017	13	Public Affairs/Gov Rel Office	Contracted Services	STRAZIS SHELLY	3,000.00
17-P0046948	6/13/2017	12	Student Services Office	Inst Dues & Memberships	RP GROUP	500.00
17-P0046949	6/13/2017	12	Foster Youth	Other Exp Paid for Students	DON BOOKSTORE	1,046.47
17-P0046950	6/13/2017	11	Safety & Security Office	Contracted Services	ACCESS GENERAL CONTRACTING INC	2,382.62
17-P0046951	6/13/2017	12	Foster Youth	Other Exp Paid for Students	LASCARIS RESTAURANT GROUP INC	561.36
17-P0046952	6/13/2017	41	Continuing Education Division	Electricity	2000 CHAPMAN INC.	50,000.00
17-P0046953	6/13/2017	11	District Wide Technology	Building Improvements	D4 SOLUTIONS INC.	5,348.65
17-P0046954	6/13/2017	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	1,652.00
17-P0046955	6/13/2017	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	1,500.00
17-P0046956	6/13/2017	33	CDC Centennial Education Ctr	Instructional Supplies	LAKESHORE LEARNING MATERIALS	415.95
17-P0046957	6/13/2017	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,500.00
17-P0046958	6/13/2017	41	Facility Planning Office	Site Improv - Contractor Svcs	UNITED SITE SERVICES OF CALIF INC	1,643.03

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046959	6/13/2017	12	Engineering	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	8.60
17-P0046960	6/13/2017	13	Santiago Canyon College	Advertising	ORANGE MAGAZINE	950.00
17-P0046961	6/13/2017	12	Student Equity	Conference Expenses	SAN DIEGO STATE UNIV. FOUNDATION	825.00
17-P0046962	6/13/2017	12	Kinesiology - Physical Educ	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	310.93
17-P0046963	6/14/2017	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	112.50
17-P0046964	6/14/2017	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,500.00
17-P0046965	6/14/2017	12	Ctr for Intl Trade Dev Office	Software License and Fees	THE DATAMYNE INC	7,500.00
17-P0046966	6/14/2017	12	DSPS Office	Software License and Fees	KURZWEIL INTELLITOOLS INC	9,000.00
17-P0046967	6/14/2017	12	Fine & Performing Arts Office	Instructional Supplies	ADORAMA INC	144.65
17-P0046968	6/14/2017	12	Continuing Education Division	Non-Instructional Supplies	XEROX CORP	423.76
17-P0046969	6/14/2017	12	Media Systems	Instructional Supplies	PURELAND SUPPLY LLC	10,925.64
17-P0046970	6/14/2017	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	3,009.40
17-P0046971	6/14/2017	12	Safety & Parking - DO	Non-Instructional Supplies	EMPIRE PARKING LOT SERVICES	2,435.15
17-P0046972	6/14/2017	12	Corporate Training Institute	Equip-All Other >\$200 < \$1,000	B & H PHOTO VIDEO INC	930.91
17-P0046974	6/15/2017	12	Safety & Parking - DO	Non-Instructional Supplies	ALLURA PRINTING INC	181.02
17-P0046975	6/15/2017	11	Business Operations' Office	Audit	VICENTI LLOYD STUTZMAN	23,000.00
17-P0046976	6/15/2017	12	Counseling	Software License and Fees	CAPP ASSOCIATES INC	900.00
17-P0046977	6/15/2017	11	Academic Affairs Office	Conference Expenses	ACADEMIC SENATE FOR	2,160.00
17-P0046978	6/15/2017	12	Athletics	Instructional Supplies	UNIVERSAL ATHLETIC SERVICES INC	495.63
17-P0046979	6/15/2017	12	Counseling	Food and Food Service Supplies	SMART & FINAL	375.00
17-P0046980	6/15/2017	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	DELL COMPUTER	572.16
17-P0046981	6/15/2017	33	CDC Administration	Equip-All Other >\$200 < \$1,000	LAKESHORE LEARNING MATERIALS	665.76
17-P0046982	6/15/2017	33	CDC Administration	Instructional Supplies	AMAZON COM	815.53
17-P0046983	6/15/2017	12	Academic Affairs Office	Non-Instructional Supplies	WELLS FARGO BANK	1,422.17
17-P0046984	6/15/2017	12	Academic Affairs Office	Non-Instructional Supplies	AMAZON COM	167.96
17-P0046985	6/16/2017	12	Humanities & Social Sci Office	Instructional Supplies	WE DO GRAPHICS INC	964.36
17-P0046986	6/16/2017	12	Humanities & Social Sci Office	Instructional Supplies	TOWNSEND PRESS	523.10
17-P0046987	6/16/2017	11	Mailroom	Equip-All Other > \$5,000	PITNEY BOWES	28,750.93
17-P0046988	6/16/2017	12	Foster Youth	Contracted Services	MAZZEI HEATHER L	200.00
17-P0046989	6/16/2017	12	ACT Center	Non-Instructional Supplies	ACT	16.00
17-P0046990	6/16/2017	41	Administrative Services Office	Bldg Impr - Contractor Svcs	J.L. COBB PAINTING & CONSTRUCTION	33,210.57
17-P0046991	6/16/2017	11	Maintenance & Operations	Contracted Services	IMMEL DESIGN INC	477.00
17-P0046992	6/16/2017	13	Student Activities	Rental - Other (Short-term)	CITY OF SANTA ANA	617.49
17-P0046993	6/16/2017	33	EHS Santa Ana College	Non-Instructional Supplies	AMAZON COM	318.62
17-P0046994	6/16/2017	12	Orange Educ Ctr-Instruction	Instructional Supplies	HOME DEPOT	155.50
17-P0046995	6/16/2017	12	Corporate Training Institute	Books, Mags & Subscrip-Non-Lib	AMERICAN HOTEL & LODGING	6,120.00
17-P0046996	6/16/2017	12	Corporate Training Institute	Transportation - Student	SANTA ANA UNIFIED SCHOOL DIST	406.25

4.29 (10)

Legend: * = Multiple Funds for this P.O.

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Rancho Santiago Community College District

AP Types: ('0011', '0012', '0013', '0033', '0041', '0042', '0043', '0061', '0062')

Board Meeting of 07/17/2017

Purchase Order List

05/21/2017 thru 06/17/2017

PU0010

Page: 11

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-P0046997	6/16/2017	11	Digital Media Center	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	245.30
17-P0046998	6/16/2017	43	Facility Planning Office	Bldg Impr - Other Services	ORANGE COUNTY FIRE PROTECTION	1,300.00
17-P0046999	6/16/2017	12	Academic Affairs Office	Instructional Supplies	PURELAND SUPPLY LLC	6,729.54
17-P0047000	6/16/2017	33	CDC Administration	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	562.82
17-P0047001	6/16/2017	33	CDC Administration	Equip-All Other >\$200 < \$1,000	CM SCHOOL SUPPLY CO	541.66
17-P0047002	6/16/2017	12	Continuing Education Division	Rental - Facility (Short-term)	OC CHILDREN'S THERAPEUTIC ART CTR	1,570.63
17-P0047003	6/16/2017	12	Continuing Education Division	Rental - Facility (Short-term)	OUR LADY OF THE PILLAR CHURCH	976.50
17-P0047004	6/16/2017	33	CDC Administration	Instructional Supplies	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATION	343.06
17-P0047005	6/16/2017	33	EHS Santa Ana College	Non-Instructional Supplies	AMAZON COM	266.74
17-P0179465	5/31/2017	12	Resource Development	Contracted Services	SAN DIEGO COMMUNITY COLLEGE DIST	50,000.00
17-P0179466	6/7/2017 1	12	Resource Development	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	2,595,000.00
17-P0179467	6/7/2017 1	12	Resource Development	Contracted Services	CERRITOS COMMUNITY COLLEGE DISTRICT	893,790.00
17-P0179468	6/7/2017 1	12	Resource Development	Contracted Services	PASADENA AREA COMMUNITY COLLEGE DISTRICT	1,121,943.00
17-P0179469	5/31/2017	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	257,373.00
17-P0179470	6/7/2017 1	12	Resource Development	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	1,708,843.00
17-P0179471	6/7/2017 1	12	Resource Development	Contracted Services	MOUNT SAN ANTONIO COLLEGE	855,529.00
17-P0179472	6/7/2017 1	12	Resource Development	Contracted Services	GLENDALE COMMUNITY COLLEGE DISTRICT	849,378.00
17-P0179473	6/7/2017 1	12	Resource Development	Contracted Services	COMPTON COMMUNITY COLLEGE DISTRICT	638,117.00
17-P0179474	6/7/2017 1	12	Resource Development	Contracted Services	EL CAMINO COMMUNITY COLLEGE DISTRICT	640,866.00
17-P0179475	6/9/2017 1	12	Resource Development	Contracted Services	CITRUS COMM COLLEGE DISTRICT	1,558,171.00
17-P0179476	6/9/2017 1	12	Resource Development	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	60,000.00
17-P0179477	6/9/2017 1	12	Resource Development	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	100,000.00
17-P0179480	6/9/2017 1	12	Resource Development	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	570,506.00
17-P0179481	6/9/2017 1	12	Resource Development	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	41,666.00
17-P0179482	6/9/2017 1	12	Resource Development	Contracted Services	LONG BEACH CITY COLLEGE	363,150.00
17-P0179483	6/9/2017 1	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	1,467,377.00
17-P0179484	6/13/2017	12	Safety & Parking - DO	Software License and Fees	LIVESAFE INC	42,000.00
17-P0179485	6/15/2017	12	Safety & Parking - DO	Software License and Fees	RAVE WIRELESS, INC	27,658.00

Grand Total : 15,828,618.27

4.29 (11)

Legend: * = Multiple Funds for this P.O.

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Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.29 (12)

Legend: * = Multiple Funds for this P.O.

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Environment: Colleague

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0046651	\$47,500.00	Consultant services to assist with overseeing the CalRecycle Beverage Container Grant Project	DO-Purchasing	Board Approved: May 15, 2017
17-P0046656	\$27,845.83	Dell Servers and miscellaneous components	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNWNC-108 Board Approved: November 9, 2015
17-P0046657	\$27,845.83	Dell Servers and miscellaneous components	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNWNC-108 Board Approved: November 9, 2015
17-P0046661	\$27,490.00	Lease of 8 exhibition booths at Tokyo International Gift Show	DO-Center for International Trade	Board Approved: May 15, 2017
17-P0046707	\$26,078.00	Tech support and training to support Canvas Software, the District's newly acquired Curriculum Management Software	SAC-Distance Education	Received Quotations: * 1. Spinitar 2. Blue Planet 3. Apex Audio * Successful Bidder
17-P0046708	\$47,026.05	Video projector	SAC-FAPA	Received Quotations: * 1. Spinitar 2. Blue Planet 3. Apex Audio * Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0046717	\$22,389.39	ADA compliant wayfinding signage for SCC	DO-Facility Planning	Received Quotations: * 1. A Good Sign 2. Signage 3. PVL Signs & Graphics * Successful Bidder
17-P0046756	\$22,000.00	Search services in connection with the recruitment of the President of SCC	DO-Chancellor's Office	
17-P0046767	\$70,534.91	Brocade equipment	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board Approved: February 23, 2015
17-P0046768	\$36,016.24	Wireless accesspoint equipment	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-09-70-2428M Board Approved: October 26, 2009
17-P0046769	\$53,185.26	Wireless accesspoint equipment	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-09-70-2428M Board Approved: October 26, 2009
17-P0046776	\$20,520.00	Structural engineering services	DO-Business Operations	Board Approved: May 30, 2017
17-P0046785	\$40,000.00	Summer enrollment advertisement campaign	SAC-Professional Dev	

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0046870	\$17,990.00	Barrier removal interior restroom specialties at Santiago Canyon College	DO-Facility Planning	Received Quotations: * 1. De La Torre Commercial Interiors 2. Newbuild Construction and Restoration * Successful Bidder
17-P0046872	\$26,430.97	Neonatal nursing equipment	SAC-Nursing	
17-P0046874	\$63,810.00	Software licenses for CylancePROTECT	DO-ITS	Received Quotations: * 1. Nth Generation 2. Golden Star Technology * Successful Bidder
17-P0046914	\$70,648.38	Software license for Perceptive Transform Electronic Documents	SAC-Financial Aid	Board Approved: May 30, 2017
17-P0046938	\$334,000.00	Reimbursable expenses for potential land conversion with the City of Santa Ana	DO-Facility Planning	Board Approved: September 14, 2015
17-P0046944	\$72,000.00	Independent Contractor to provide support services to meet the outcomes of the SATech grant objectives.	SAC-Business Division	Board Approved: June 12, 2017
17-P0046952	\$50,000.00	Electricity usage at OEC-Chapman site	OEC-Chapman Site	

4.29 (15)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0046975	\$23,000.00	Independent Auditing services	DO-Business Operations	Board Approved: January 9, 2017
17-P0046987	\$28,750.93	Mailing machines and scales for Santa Ana College and District Office Mailroom	DO/SAC-Mailroom	Received Quotations: * 1. Pitney Bowes 2. Neopost * Successful Bidder
17-P0046990	\$33,210.57	Paint interior building N project at Santa Ana College	DO-Facility Planning	Received Quotations: * 1. J.L. Cobb Painting and Construction 2. Painting & Décor, Inc 3. Borbon, Inc 4. Signature Painting * Successful Bidder
17-P0179465	\$50,000.00	Agreement with San Diego CCD on behalf of the San Diego Continuing Education, Grant #15-197-001 from CCCCCO to implement the Career Technical Education Data Unlocked Program	DO-Grants	Board Approved: July 18, 2016
17-P0179466	\$2,595,000.00	Agreement with South Orange County CCD on behalf of the Saddleback College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0179467	\$893,790.00	Agreement with Cerritos CCD on behalf of the Cerritos College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179468	\$1,121,943.00	Agreement with Pasadena Area CCD on behalf of the Pasadena City College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179469	\$257,373.00	Agreement with North Orange County CCD on behalf of the Fullerton College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179470	\$1,708,843.00	Agreement with Rio Hondo CCD on behalf of the Rio Hondo Community College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179471	\$855,529.00	Agreement with Mount San Antonio CCD on behalf of the Mount San Antonio College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0179472	\$849,378.00	Agreement with Glendale CCD on behalf of the Glendale College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179473	\$638,117.00	Agreement with Compton CCD on behalf of the El Camino Compton Center, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179474	\$640,866.00	Agreement with El Camino CCD on behalf of the El Camino College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179475	\$1,558,171.00	Agreement with Citrus CCD on behalf of the Citrus College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179476	\$60,000.00	Agreement with Coast CCD on behalf of the Golden West College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179477	\$100,000.00	Agreement with Coast CCD, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017

4.29 (18)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 21, 2017 THROUGH JUNE 17, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
17-P0179480	\$570,506.00	Agreement with South Orange CCD on behalf of the Irvine Valley College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179481	\$41,666.00	Agreement with South Orange CCD, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179482	\$363,150.00	Agreement with Long Beach CCD on behalf of the Long Beach City College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	Resource Development	Board Approved: February 27, 2017
17-P0179483	\$1,467,377.00	Agreement with Los Angeles CCD on behalf of the Los Angeles Trade-Tech College, to implement round 1 of the Strong Workforce Program Regional Apportionment Funding from the CCCCCO.	DO-Grants	Board Approved: February 27, 2017
17-P0179484	\$42,000.00	Annual license fee for hosting services to enable two-way communication between users and safety officials	DO-Safety & Parking	Board Approved: May 16, 2016
17-P0179485	\$27,658.00	Annual license fee for emergency mass communication software	DO-Safety & Parking	Board Approved: May 30, 2017

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
17-B0001219	6/1/2017 1	79	Auxiliary Services Office-Dist	Equip-All Other >\$1,000<\$5,000	CHOICE LABEL, INC.	920.00
17-B0001220	6/6/2017 1	79	Auxiliary Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	959.82
17-B0001221	6/8/2017 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	5,189.69
17-B0001222	6/15/2017	79	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	521.72
17-B0001223	6/21/2017	79	Continuing Education Division	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	11,600.36
Grand Total :						19,191.59

4.29 (20)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000466	5/30/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$1,417.93
GM-CAF000467	5/30/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$966.13
GM-CAF000468	5/30/2017	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$164.94
GM-CAF000469	5/30/2017	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$103.50
GM-CAF000470	5/30/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,735.60
GM-CAF000471	5/31/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$1,908.01
GM-CAF000472	6/1/2017	31	SAC Café	General Merchandise	PEPSI COLA CO	\$2,392.39
GM-CAF000473	6/1/2017	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,056.11
GM-CAF000474	6/5/2017	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$59.88
GM-CAF000475	6/5/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$1,113.06
GM-CAF000476	6/5/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,426.85
GM-CAF000477	6/6/2017	31	SAC Café	General Merchandise	MELODEE ICE CREAM	\$118.00
GM-CAF000478	6/12/2017	31	SAC Café	General Merchandise	C2F	\$396.32
GM-CAF000479	6/13/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,401.18
GM-CAF000480	6/13/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$592.40
GM-CAF000481	6/13/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$268.70
GM-CAF000482	6/13/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$71.86
GM-CAF000483	6/13/2017	31	SAC Café	General Merchandise	MELODEE ICE CREAM	\$324.00
GM-CAF000484	6/13/2017	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$90.00
GM-CAF000485	6/13/2017	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,596.63
GM-CAF000486	6/13/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$337.60
GM-CAF000487	6/20/2017	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$2,182.59
GM-CAF000488	6/22/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$902.54
GM-CAF000489	6/27/2017	31	SAC Café	General Merchandise	EL DORADO TRADING GROUP	\$59.98
GM-CAF000490	6/27/2017	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$447.30
GM-CAF000491	6/28/2017	31	SAC Café	General Merchandise	DON BOOKSTORE	\$300.26
GM-DON002722	5/30/2017	31	SAC Bookstore	General Merchandise	ACADEMIC CAP & GOWN	\$2,001.00
GM-DON002723	5/30/2017	31	SAC Bookstore	General Merchandise	BAZIC PRODUCTS	\$387.60
GM-DON002724	6/15/2017	31	SAC Bookstore	General Merchandise	ROARING SPRING	\$645.00
GM-DON002725	6/21/2017	31	SAC Bookstore	General Merchandise	SCHOOL DATEBOOKS	\$487.50
GM-DON002726	6/22/2017	31	SAC Bookstore	General Merchandise	PENS ETC.	\$114.57
4.29 GM-DON002727	6/22/2017	31	SAC Bookstore	General Merchandise	OFFICE DEPOT	\$1,324.21
(21) GM-DON002728	6/22/2017	31	SAC Bookstore	General Merchandise	JANSPORT CO	\$260.25
GM-DON002729	6/28/2017	31	SAC Bookstore	General Merchandise	DON BOOKSTORE	\$54,203.24
GM-EXPR001180	5/30/2017	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,075.50
GM-EXPR001181	5/30/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,600.20
GM-EXPR001182	6/1/2017	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,529.19
GM-EXPR001183	6/1/2017	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$214.26

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001184	6/1/2017	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,643.08
GM-EXPR001185	6/1/2017	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,894.74
GM-EXPR001186	6/5/2017	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,017.87
GM-EXPR001187	6/5/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,247.16
GM-EXPR001188	6/5/2017	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$95.88
GM-EXPR001189	6/6/2017	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,441.61
GM-EXPR001190	6/13/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$873.54
GM-EXPR001191	6/13/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,151.00
GM-EXPR001192	6/13/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$512.72
GM-EXPR001193	6/13/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$246.54
GM-EXPR001194	6/20/2017	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$140.88
GM-EXPR001195	6/20/2017	31	Don Express	General Merchandise	PEPSI COLA CO	\$2,082.39
GM-EXPR001196	6/20/2017	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,868.07
GM-EXPR001197	6/22/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$781.71
GM-EXPR001198	6/27/2017	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$780.50
GM-HAWK002346	5/30/2017	31	SCC Bookstore	General Merchandise	SCANTRON CORP	\$350.00
GM-HAWK002347	5/30/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$415.58
GM-HAWK002348	5/31/2017	31	SCC Bookstore	General Merchandise	HAMILTON BELL CO	\$221.00
GM-HAWK002349	5/31/2017	31	SCC Bookstore	General Merchandise	UNIVERSITY FRAMES	\$84.38
GM-HAWK002350	5/31/2017	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$802.72
GM-HAWK002351	6/1/2017	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$898.97
GM-HAWK002352	6/5/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$269.85
GM-HAWK002353	6/6/2017	31	SCC Bookstore	General Merchandise	NEIL ENTERPRISES	\$180.00
GM-HAWK002354	6/6/2017	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$193.50
GM-HAWK002355	6/6/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$127.98
GM-HAWK002357	6/6/2017	31	SCC Bookstore	General Merchandise	4IMPRINT	\$287.64
GM-HAWK002363	6/7/2017	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$99.20
GM-HAWK002364	6/7/2017	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$761.04
GM-HAWK002365	6/20/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$340.12
GM-HAWK002366	6/21/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$227.97
GM-HAWK002367	6/22/2017	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,329.23
4.29 (22) GM-HAWK002368	6/26/2017	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$230.26
TR-DON000048	6/14/2017	31	SAC Bookstore	Trade Book	RESEARCH & EDUCATION ASSN	\$149.38
TX-DON004427	5/30/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$987.14
TX-DON004428	5/30/2017	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$2,852.32
TX-DON004429	5/31/2017	31	SAC Bookstore	Textbook	NORTON, INC.	\$4,500.00
TX-DON004430	6/2/2017	31	SAC Bookstore	Textbook	ARGUS	\$4,095.00

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004431	6/5/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$7,052.97
TX-DON004432	6/6/2017	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$4,795.77
TX-DON004433	6/7/2017	31	SAC Bookstore	Textbook	AMAZON	\$124.95
TX-DON004435	6/12/2017	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$56.00
TX-DON004436	6/12/2017	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$798.70
TX-DON004437	6/12/2017	31	SAC Bookstore	Textbook	INDICO	\$2,463.00
TX-DON004438	6/12/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$17,418.00
TX-DON004439	6/12/2017	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$15,582.94
TX-DON004440	6/12/2017	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$319.20
TX-DON004441	6/12/2017	31	SAC Bookstore	Textbook	RANDOM HOUSE, INC.	\$288.00
TX-DON004442	6/12/2017	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$832.00
TX-DON004443	6/12/2017	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,195.02
TX-DON004444	6/12/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,655.00
TX-DON004446	6/12/2017	31	SAC Bookstore	Textbook	LEGAL BOOK DIST	\$93.55
TX-DON004447	6/12/2017	31	SAC Bookstore	Textbook	NORTON, INC.	\$5,326.00
TX-DON004448	6/12/2017	31	SAC Bookstore	Textbook	GOODHEART-WILLCOX CO.,INC	\$337.50
TX-DON004450	6/12/2017	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$3,193.80
TX-DON004451	6/12/2017	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$3,723.42
TX-DON004452	6/12/2017	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$134.76
TX-DON004453	6/12/2017	31	SAC Bookstore	Textbook	INDICO	\$261.80
TX-DON004454	6/12/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$6,554.05
TX-DON004455	6/12/2017	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,350.00
TX-DON004456	6/12/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$246.75
TX-DON004457	6/12/2017	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$117.78
TX-DON004458	6/12/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$39.26
TX-DON004459	6/12/2017	31	SAC Bookstore	Textbook	AMAZON	\$1,025.87
TX-DON004460	6/13/2017	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$1,710.00
TX-DON004461	6/13/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$3,299.20
TX-DON004462	6/13/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$388.50
TX-DON004463	6/14/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$975.90
TX-DON004464	6/14/2017	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$464.51
TX-DON004465	6/15/2017	31	SAC Bookstore	Textbook	INDICO	\$232.00
TX-DON004466	6/15/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$8,500.00
TX-DON004467	6/15/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,157.10
TX-DON004468	6/15/2017	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$3,462.25
TX-DON004469	6/15/2017	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$870.00
TX-DON004470	6/15/2017	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$400.00
TX-DON004471	6/15/2017	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,440.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON004472	6/15/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$7,221.25
TX-DON004473	6/15/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$216.03
TX-DON004474	6/15/2017	31	SAC Bookstore	Textbook	AMAZON	\$260.00
TX-DON004475	6/16/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$2,540.00
TX-DON004476	6/16/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,030.00
TX-DON004477	6/19/2017	31	SAC Bookstore	Textbook	MORTON	\$392.90
TX-DON004478	6/19/2017	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$255.20
TX-DON004479	6/19/2017	31	SAC Bookstore	Textbook	INDICO	\$97.50
TX-DON004481	6/20/2017	31	SAC Bookstore	Textbook	INDICO	\$117.00
TX-DON004482	6/20/2017	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$336.00
TX-DON004483	6/20/2017	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$146.00
TX-DON004484	6/20/2017	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$3.65
TX-DON004485	6/20/2017	31	SAC Bookstore	Textbook	AMAZON	\$435.00
TX-DON004486	6/20/2017	31	SAC Bookstore	Textbook	AMAZON	\$40.10
TX-DON004487	6/20/2017	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$5,823.00
TX-DON004489	6/20/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,112.75
TX-DON004490	6/21/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$70.95
TX-DON004491	6/21/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$208.50
TX-DON004492	6/21/2017	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$262.10
TX-DON004493	6/22/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,910.00
TX-DON004494	6/22/2017	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$714.00
TX-DON004495	6/22/2017	31	SAC Bookstore	Textbook	AMAZON	\$289.92
TX-DON004496	6/22/2017	31	SAC Bookstore	Textbook	TREEHOUSE VIDEO	\$399.00
TX-DON004497	6/22/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$345.00
TX-DON004498	6/22/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$23,102.63
TX-DON004499	6/26/2017	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$59.28
TX-HAWK003306	5/31/2017	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$2,540.25
TX-HAWK003307	5/31/2017	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$6,375.06
TX-HAWK003308	5/31/2017	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$735.35
TX-HAWK003309	5/31/2017	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$21,586.62
TX-HAWK003310	5/31/2017	31	SCC Bookstore	Textbook	KENDALL PUBLISHING	\$1,620.00
TX-HAWK003311	5/31/2017	31	SCC Bookstore	Textbook	EDUCATIONAL TEXTBOOK COMP	\$122.00
TX-HAWK003312	5/31/2017	31	SCC Bookstore	Textbook	BVT PUBLISHING	\$1,950.00
TX-HAWK003313	5/31/2017	31	SCC Bookstore	Textbook	NORTON, INC.	\$4,330.00
TX-HAWK003314	5/31/2017	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$584.54
TX-HAWK003315	5/31/2017	31	SCC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$7,520.00
TX-HAWK003316	5/31/2017	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$15,716.64
TX-HAWK003317	5/31/2017	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$159.60

4.29 (24)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK003318	5/31/2017	31	SCC Bookstore	Textbook	BLUEDOOR	\$1,838.75
TX-HAWK003320	5/31/2017	31	SCC Bookstore	Textbook	MPS FORMERLY VHPS	\$1,020.00
TX-HAWK003321	5/31/2017	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$409.92
TX-HAWK003324	6/5/2017	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$445.50
TX-HAWK003336	6/7/2017	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$336.58
TX-HAWK003341	6/15/2017	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$339.85
TX-HAWK003342	6/15/2017	31	SCC Bookstore	Textbook	AMAZON	\$569.60
TX-HAWK003343	6/19/2017	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$404.52
TX-HAWK003344	6/20/2017	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$791.10

Grand Total : \$340,126.44

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2017 THROUGH JUNE 30, 2017
BOARD MEETING OF JULY 17, 2017**

P.O. #	Amount	Description	Department	Comment
GM-DON002729	\$54,203.24	General Merchandise for resale	SAC Bookstore	Operations Specialist review and approval for Don Bookstore, Chris Wild - 6/28/2017
TX-DON004438	\$17,418.00	Textbooks for resale	SAC Bookstore	Operations Specialist review and approval for Pearson Education, Chris Wild - 6/12/2017
TX-DON004439	\$15,582.94	Textbooks for resale	SAC Bookstore	Operations Specialist review and approval for Cengage Learning, Chris Wild - 6/12/2017
TX-DON004498	\$23,102.63	Textbooks for resale	SAC Bookstore	Operations Specialist review and approval for Nebraska Book Co, Chris Wild - 6/22/17
TX-HAWK003309	\$21,586.62	Textbooks for resale	SCC Bookstore	Manager review and approval for Pearson Education, Bill Jeffery - 5/31/17
TX-HAWK003316	\$15,716.64	Textbooks for resale	SCC Bookstore	Manager review and approval for McGraw-Hill Publishing Co, Bill Jeffery -5/31/17

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.29 (27)

Legend: * = Multiple Funds for this P.O.

Printed: 7/5/2017 6:43:17AM

Environment: Colleague

LoginID: KW83000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: July 17, 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. Adult Education Block Grant Regional Consortium Funding Appropriation – (SAC/SCC) RSCCD received an Adult Education Block Grant (AEBG) Regional Consortium Funding Appropriation (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for education and workforce services for adult learners to support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (17/18, 18/19). <i>No match required.</i>	07/01/2017	\$2,939,497
2. Career Technical Education (CTE) Data Unlocked Initiative (District) – <i>Augmentation</i> Second augmentation and extension to the CTE Data Unlocked Initiative grant award from the California Community Colleges Chancellor’s Office. The CTE Data Unlocked Initiative offers the California community colleges and <i>Doing What Matters for Jobs and the Economy</i> grantees a suite of tools, training, technical assistance and funding to help colleges improve the quality, accessibility and utility of student outcome and labor market data to develop and improve their career and technical education programs. As the Fiscal Agent, the district will process and monitor sub-agreements and contracts to support these activities. (17/18). <i>No match required.</i>	05/01/2017	\$7,000,000

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: \$9,939,497.00	Board Date: July 17, 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 #2224
NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)
FISCAL YEAR: 2017/2018 and 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PRJ. ADMIN.: James Kennedy/Jose Vargas

CONTRACT INCOME: \$2,939,497

PRJ. DIR.: Christine Gascon

CFDA #: N/A

Date: 7/3/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

SUB-AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER)			
12-2224-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		1,143,183
12-2224-679000-10000-5865	Indirect Costs : Santa Ana College (5%)	54,437	
12-2224-601000-18100-5611	Lease Agreement - Facility : Continuing Education SAUSD +Community Partner Lease Agreement	105,000	
12-2224-601000-18100-6211	Buildings - Facility Lease : Continuing Education D	300,000	
12-2224-619000-18110-1250	Contract Coordinator : English as a Second Languag Susan Garnett, Assistant Professor/Coordinator ESL Class III Step 15 (100%) Merari Weber, Assistant Professor/Coordinator ESL Class VII Step 12 (100%) (100%)	192,047	
12-2224-619000-18110-3115	STRS - Non-Instructional : English as a Second Lang	27,712	
12-2224-619000-18110-3325	Medicare - Non-Instructional : English as a Second	2,835	
12-2224-619000-18110-3415	H & W - Non-Instructional : English as a Second Lan	40,249	
12-2224-619000-18110-3435	H & W - Retiree Fund Non-Inst : English as a Second	7,098	
12-2224-619000-18110-3515	SUI - Non-Instructional : English as a Second Langu	98	
12-2224-619000-18110-3615	WCI - Non-Instructional : English as a Second Langu	4,400	
12-2224-619000-18110-3915	Other Benefits - Non-Instruct : English as a Second	3,500	
12-2224-619000-18130-1250	Contract Coordinator : Elementary & Second Basic S John Tashima, Assistant Professor/Coordinator ABE Class III Step 14 (100%) Donna Khalid, Assistant Professor/Coordinator ABE Class VII Step 12 (100%)	189,454	
12-2224-619000-18130-3115	STRS - Non-Instructional : Elementary & Second Basi	27,338	
12-2224-619000-18130-3325	Medicare - Non-Instructional : Elementary & Second	2,798	
12-2224-619000-18130-3415	H & W - Non-Instructional : Elementary & Second Bas	34,403	
12-2224-619000-18130-3435	H & W - Retiree Fund Non-Inst : Elementary & Second	7,004	
12-2224-619000-18130-3515	SUI - Non-Instructional : Elementary & Second Basic	96	
12-2224-619000-18130-3615	WCI - Non-Instructional : Elementary & Second Basic	4,341	
12-2224-619000-18130-3915	Other Benefits - Non-Instruct : Elementary & Second	3,500	
12-2224-619000-18190-1250	Contract Coordinator : Short-Term Vocational Osiel Madrigal, Assistant Professor/Coordinator CTE Class VII Step 11 (100%)	95,145	
12-2224-619000-18190-3215	PERS - Non-Instructional : Short-Term Vocational	15,033	
12-2224-619000-18190-3315	OASDHI - Non-Instructional : Short-Term Vocational	6,007	
12-2224-619000-18190-3325	Medicare - Non-Instructional : Short-Term Vocationa	1,405	
12-2224-619000-18190-3415	H & W - Non-Instructional : Short-Term Vocational	11,788	
12-2224-619000-18190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocation	3,517	
12-2224-619000-18190-3515	SUI - Non-Instructional : Short-Term Vocational	48	
12-2224-619000-18190-3615	WCI - Non-Instructional : Short-Term Vocational	2,180	

SPECIAL PROJECT DETAILED BUDGET #2224
NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)
FISCAL YEAR: 2017/2018 and 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PRJ. ADMIN.: James Kennedy/Jose Vargas

CONTRACT INCOME: \$2,939,497

PRJ. DIR.: Christine Gascon

CFDA #: N/A

Date: 7/3/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

SUB-AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
12-2224-619000-18190-3915	Other Benefits - Non-Instruct : Short-Term Vocation	1,750	
	SUB-TOTAL - SAC/CEC	1,143,183	1,143,183
SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)			
12-2224-000000-20000-8659	Other Reimb Categorical Allow : Santiago Canyon Col		1,523,989
12-2224-679000-20000-5865	Indirect Costs : Santiago Canyon College (5%) OE direct costs at \$1,444,165 x 5% = \$72,208 Research & CTi direct costs at \$152,325 x 5% = \$7,616	79,824	
12-2224-601000-28100-1210	Academic Management : Continuing Education Divisi Executive Director, AEBG (C-1) (100%)	119,878	
12-2224-601000-28100-2130	Classified Employees : Continuing Education Divisio Alicia Ayers, Senior Account Clerk (10-5) (100%)	52,785	
12-2224-601000-28100-3115	STRS - Non-Instructional : Continuing Education Div	17,298	
12-2224-601000-28100-3215	PERS - Non-Instructional : Continuing Education Div	8,340	
12-2224-601000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	3,366	
12-2224-601000-28100-3325	Medicare - Non-Instructional : Continuing Education	2,525	
12-2224-601000-28100-3415	H & W - Non-Instructional : Continuing Education Di	56,985	
12-2224-601000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	6,322	
12-2224-601000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	87	
12-2224-601000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	3,919	
12-2224-601000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio	1,500	
12-2224-601000-28100-4610	Non-Instructional Supplies : Continuing Education D	5,000	
12-2224-601000-28100-5100	Contracted Services : Continuing Education Division	57	
12-2224-601000-28100-5220	Mileage/Parking Expenses : Continuing Education Div	1,250	
12-2224-601000-28100-5611	Lease Agreement - Facility : Continuing Education OUSD +Community Partner Lease Agreement	45,000	
12-2224-601000-28100-5840	Drinking Water Service : Continuing Education Divis	401	
12-2224-601000-28100-5880	Internet Services : Continuing Education Division	27,825	
12-2224-601000-28100-6211	Buildings - Facility Lease : Continuing Education D	173,451	
12-2224-619000-28100-1250	Contract Coordinator : Continuing Education Divisi Angela Guevara, Assistant Professor/Coordinator AWD Class IV Step 12 (100%)	89,306	
12-2224-619000-28100-3215	PERS - Non-Instructional : Continuing Education Div	14,110	
12-2224-619000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	5,645	
12-2224-619000-28100-3325	Medicare - Non-Instructional : Continuing Education	1,320	
12-2224-619000-28100-3415	H & W - Non-Instructional : Continuing Education Di	23,169	
12-2224-619000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	3,305	
12-2224-619000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	46	
12-2224-619000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	2,049	
12-2224-619000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio	1,750	
12-2224-651000-28100-5550	Security Systems & Services : Continuing Education	1,020	

SPECIAL PROJECT DETAILED BUDGET #2224
NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)
FISCAL YEAR: 2017/2018 and 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PRJ. ADMIN.: James Kennedy/Jose Vargas

CONTRACT INCOME: \$2,939,497

PRJ. DIR.: Christine Gascon

CFDA #: N/A

Date: 7/3/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

SUB-AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
12-2224-653000-28100-4610	Non-Instructional Supplies : Continuing Education D	1,000	
12-2224-655000-28100-5530	Landscaping : Continuing Education Division	3,300	
12-2224-657000-28100-5515	Electricity : Continuing Education Division	19,000	
12-2224-675000-28100-4710	Food and Food Service Supplies : Continuing Education	1,000	
12-2224-675000-28100-5210	Conference Expenses : Continuing Education Division	10,000	
12-2224-678000-28100-2130	Classified Employees : Continuing Education Divisio Howard Chau, Applications Spec. III (19-6 +5%L +1PG) (100%)	95,868	
12-2224-678000-28100-3215	PERS - Non-Instructional : Continuing Education Div	15,147	
12-2224-678000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	6,037	
12-2224-678000-28100-3325	Medicare - Non-Instructional : Continuing Education	1,412	
12-2224-678000-28100-3415	H & W - Non-Instructional : Continuing Education Di	22,654	
12-2224-678000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	3,534	
12-2224-678000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	49	
12-2224-678000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	2,191	
12-2224-678000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio	1,500	
12-2224-679000-28100-5100	Contracted Services : Continuing Education Division Partner sub-contract agreements (babysitting, etc.)	35,000	
12-2224-619000-28110-1250	Contract Coordinator : English as a Second Languag Karla Frizler, Assistant Professor/Coordinator ESL Class V Step 12 (100%)	92,072	
12-2224-619000-28110-3115	STRS - Non-Instructional : English as a Second Lang	13,286	
12-2224-619000-28110-3325	Medicare - Non-Instructional : English as a Second	1,360	
12-2224-619000-28110-3415	H & W - Non-Instructional : English as a Second Lan	15,864	
12-2224-619000-28110-3435	H & W - Retiree Fund Non-Inst : English as a Second	3,406	
12-2224-619000-28110-3515	SUI - Non-Instructional : English as a Second Langu	47	
12-2224-619000-28110-3615	WCI - Non-Instructional : English as a Second Langu	2,111	
12-2224-619000-28110-3915	Other Benefits - Non-Instruct : English as a Second	1,750	
12-2224-619000-28130-1250	Contract Coordinator : Elementary & Second Basic Elaine Pham, Assistant Professor/Coordinator ABE/HSS Class V Step 9 (100%)	84,306	
12-2224-619000-28130-3215	PERS - Non-Instructional : Elementary & Second Basi	13,320	
12-2224-619000-28130-3315	OASDHI - Non-Instructional : Elementary & Second Ba	5,335	
12-2224-619000-28130-3325	Medicare - Non-Instructional : Elementary & Second	1,248	
12-2224-619000-28130-3415	H & W - Non-Instructional : Elementary & Second Bas	15,849	
12-2224-619000-28130-3435	H & W - Retiree Fund Non-Inst : Elementary & Second	3,124	
12-2224-619000-28130-3515	SUI - Non-Instructional : Elementary & Second Basic	43	
12-2224-619000-28130-3615	WCI - Non-Instructional : Elementary & Second Basic	1,936	
12-2224-619000-28130-3915	Other Benefits - Non-Instruct : Elementary & Second	1,750	

SPECIAL PROJECT DETAILED BUDGET #2224
NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)
FISCAL YEAR: 2017/2018 and 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PRJ. ADMIN.: James Kennedy/Jose Vargas

CONTRACT INCOME: \$2,939,497

PRJ. DIR.: Christine Gascon

CFDA #: N/A

Date: 7/3/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

SUB-AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
12-2224-619000-28190-1250	Contract Coordinator : Short-Term Vocational Daniel Oase, Assistant Professor/Coordinator CTE Class VI Step 8 (100%)	84,485	
12-2224-619000-28190-3115	STRS - Non-Instructional : Short-Term Vocational	12,191	
12-2224-619000-28190-3325	Medicare - Non-Instructional : Short-Term Vocational	1,250	
12-2224-619000-28190-3415	H & W - Non-Instructional : Short-Term Vocational	23,160	
12-2224-619000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocation	3,130	
12-2224-619000-28190-3515	SUI - Non-Instructional : Short-Term Vocational	43	
12-2224-619000-28190-3615	WCI - Non-Instructional : Short-Term Vocational	1,940	
12-2224-619000-28190-3915	Other Benefits - Non-Instruct : Short-Term Vocation	1,750	
12-2224-493032-28200-2410	Inst Assistant - Ongoing : Orange Educ Ctr-Instruct IA for AWD/Learning Skills, Learning Disabled \$17.38 x 16 hrs./wk. x 52 wks. X (4) IAs	68,686	
12-2224-493032-28200-3321	Medicare - Instructional : Orange Educ Ctr-Instruct	996	
12-2224-493032-28200-3331	PARS - Instructional : Orange Educ Ctr-Instruction	893	
12-2224-493032-28200-3431	H & W - Retiree Fund Inst : Orange Educ Ctr-Instruc	2,493	
12-2224-493032-28200-3511	SUI - Instructional : Orange Educ Ctr-Instruction	34	
12-2224-493032-28200-3611	WCI - Instructional : Orange Educ Ctr-Instruction	1,545	
12-2224-499900-28200-5999	Special Project Holding Acct : Orange Educ Ctr-Inst	99,361	
	SUB-TOTAL - SCC/OEC	1,523,989	1,523,989
DISTRICT OFFICE (Corporate Training Institute and Research Office)			
12-2224-000000-50000-8659	Other Reimb Categorical Allow : District Operations		152,325
12-2224-679000-53340-2130	Classified Employees : Research Cristina M. Gheorghe, Research Coordinator Grade 17-5 +2.5%L +\$1,250PG (100%)	79,614	
12-2224-679000-53340-3215	PERS - Non-Instructional : Research	12,579	
12-2224-679000-53340-3315	OASDHI - Non-Instructional : Research	5,029	
12-2224-679000-53340-3325	Medicare - Non-Instructional : Research	1,176	
12-2224-679000-53340-3415	H & W - Non-Instructional : Research	22,617	
12-2224-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	2,944	
12-2224-679000-53340-3515	SUI - Non-Instructional : Research	41	
12-2224-679000-53340-3615	WCI - Non-Instructional : Research	1,825	
12-2224-679000-53340-3915	Other Benefits - Non-Instruct : Research	1,500	
	SUB-TOTAL - District/Research	127,325	
12-2224-679000-53360-5100	Contracted Services : Corporate Training Institute	25,000	
	SUB-TOTAL - District/CTi	25,000	
	SUB-TOTAL - District	152,325	152,325
DISTRICT OFFICE (Child Development Services)			
33-2224-000000-50000-8659	Other Reimb Categorical Allow : District Operations		120,000

SPECIAL PROJECT DETAILED BUDGET #2224
NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)
FISCAL YEAR: 2017/2018 and 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PRJ. ADMIN.: James Kennedy/Jose Vargas

CONTRACT INCOME: \$2,939,497

PRJ. DIR.: Christine Gascon

CFDA #: N/A

Date: 7/3/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

SUB-AWARD #: N/A

GL Account String	Description	New Budget	
		Debit	Credit
33-2224-672000-50000-5865	Indirect Costs : District Operations (5%)	5,714	
33-2224-692000-53323-1270	Child Development Teachers : CDC Centennial Educati CDMT AA-1 +\$500/stipend @ 25% (Site Supervisor)	9,750	
33-2224-692000-53323-2340	Student Assistants - Hourly : CDC Centennial Educat 2 SA x \$10.50/hr. x 4 hrs/day x 168 days	14,112	
33-2224-692000-53323-2320	Classified - Hourly : CDC Centennial Educat Custodial support	3,865	
33-2224-692000-53323-3115	STRS - Non-Instructional : CDC Centennial Education	1,407	
33-2224-692000-53323-3325	Medicare - Non-Instructional : CDC Centennial Educa	209	
33-2224-692000-53323-3415	H & W - Non-Instructional : CDC Centennial Educatio	3,646	
33-2224-692000-53323-3435	H & W - Retiree Fund Non-Inst : CDC Centennial Educ	1,036	
33-2224-692000-53323-3515	SUI - Non-Instructional : CDC Centennial Education	7	
33-2224-692000-53323-3615	WCI - Non-Instructional : CDC Centennial Education	642	
33-2224-692000-53323-3915	Other Benefits - Non-Instruct : CDC Centennial Educ	800	
33-2224-692000-53323-4310	Instructional Supplies : CDC Centennial Education C	1,282	
33-2224-692000-53323-4610	Non-Instructional Supplies : CDC Centennial Educati	1,150	
33-2224-692000-53323-5100	Contracted Services : CDC Centennial Education Ctr Sub-Agreement - THINK Together Sub-Agreement - SAUSD	76,380	
	SUB-TOTAL - District/Child Development Services	120,000	120,000
	Total 2224 - AEBG III FY 2017/18	2,939,497	2,939,497

SPECIAL PROJECT BUDGET: #2220 & #2186
Title: Career Technical Education (CTE) Data Unlocked Initiative
Fiscal Year: 2017/2018

Term: June 1, 2016 - December 31, 2018
 Project Admin: Enrique Perez
 Project Director: Sarah Santoyo
 Date: 7/3/17

	Total Award	Indirect
2015/2016 Award	15,000,000	576,923
2015/16 Expenditures	800	0
Carryover into 2016/17	14,999,200	576,923
1st Augmentation	80,000	3,077
Revised 2016/17 balance	15,079,200	580,000
Move to #2186 sub-project 16/17	40,000	1,600
Revised 2016/17 balance	15,039,200	578,400
2016/17 Expenditures	7,886,428	242,365
Carryover into 2017/18	7,152,772	336,035
2nd Augmentation	7,000,000	269,231
Revised 2017/18 balance	14,152,772	605,266

#2220 CTE Data Unlocked	Account String	Description	Current Budget		Revised Budget		Budget Change +/-	
			Debit	Credit	Debit	Credit	Debit	Credit
	12-2220-000000-50000-8659	Other Reimb Categorical All		14,959,168		14,152,772	806,396	
	12-2220-672000-50000-5865	Indirect Costs : District O		576,891	605,266		28,375	
	LAOCRC							
	12-2220-675000-53306-5210	Conference Expenses : LA/OC		2,000				2,000
	12-2220-679000-53306-2130	Classified Employees : LA/O		0			0	
	12-2220-679000-53306-3215	PERS - Non-Instructional :		0			0	
	12-2220-679000-53306-3315	OASDHI - Non-Instructional		0			0	
	12-2220-679000-53306-3325	Medicare - Non-Instructional		0			0	
	12-2220-679000-53306-3415	H & W - Non-Instructional :		0			0	
	12-2220-679000-53306-3435	H & W - Retiree Fund Non-In		0			0	
	12-2220-679000-53306-3515	SUI - Non-Instructional : L		0			0	
	12-2220-679000-53306-3615	WCI - Non-Instructional : L		0			0	
	12-2220-679000-53306-3915	Other Benefits - Non-Instru		0			0	
	12-2220-679000-53306-4610	Non-Instructional Supplies		6,800	6,800		0	
	12-2220-679000-53306-4710	Food and Food Service Suppl		3,200	3,200		0	
	12-2220-679000-53306-5100	Contracted Services : LA/OC		140,500	111,546		28,954	
	12-2220-679000-53306-5220	Mileage/Parking Expenses :		999	999		0	
	12-2220-679000-53306-6414	Equip-Mod Furn>\$1,000 <\$5,		3,700	3,700		0	
				157,199	126,245			
	RESOURCE DEVELOPMENT							
	12-2220-675000-53345-5210	Conference Expenses : Resou		1,660	6,018		4,358	
	12-2220-679000-53345-2110	Classified Management : Res		0	42,968		42,968	
	12-2220-679000-53345-2130	Classified Employees : Reso		27,951	156,314		128,363	

#2220 CTE Data Unlocked		Current Budget		Revised Budget		Budget Change +/-	
Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2220-679000-53345-3215	PERS - Non-Instructional :		4,342		31,487		27,145
12-2220-679000-53345-3315	OASDHI - Non-Instructional		1,771		12,356		10,585
12-2220-679000-53345-3325	Medicare - Non-Instructional		415		2,890		2,475
12-2220-679000-53345-3415	H & W - Non-Instructional :		9,038		32,370		23,332
12-2220-679000-53345-3435	H & W - Retiree Fund Non-In		1,037		7,234		6,197
12-2220-679000-53345-3515	SUI - Non-Instructional : R		15		100		85
12-2220-679000-53345-3615	WCI - Non-Instructional : R		643		4,484		3,841
12-2220-679000-53345-3915	Other Benefits - Non-Instru		600		2,800		2,200
12-2220-679000-53345-4610	Non-Instructional Supplies		9,160		5,000		4,160
12-2220-679000-53345-5100	Contracted Services : Resou	13,836,738		13,116,841			719,897
12-2220-679000-53345-5220	Mileage/Parking Expenses :		300		400		100
12-2220-679000-53345-6253	Bldg Impr - Contractor Svcs		734		0		734
		13,894,404		13,421,261			
ACCOUNTS PAYABLE							
12-2220-679000-54212-2320	Classified Employees - Hour		0				
12-2220-679000-54212-3325	Medicare - Non-Instructional		0				
12-2220-679000-54212-3335	PARS - Non-Instructional :		0				
12-2220-679000-54212-3435	H & W - Retiree Fund Non-In		0				
12-2220-679000-54212-3515	SUI - Non-Instructional : A		0				
12-2220-679000-54212-3615	WCI - Non-Instructional : A		0				
Totals for PROJECT: 2220			14,628,494		14,152,772		1,086,419
	#NAME?		14,959,168		14,152,772		755,745
			330,674				330,674

Total Award	Indirect
16/17 #2186 Sector Navigator	
ICT/Digital Media, hosted by RSCCD	40,000
16/17 expenditures	16,665
	23,335
Correction to indirect	62
Carryover into 17/18	1,500

#2186 - CTE Data Unlocked allocation to Sector Navigator ICT		Current Budget		Revised Budget		Budget Change +/-	
Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2186-000000-50000-8659	Other Reimb Categorical All		40,000		24,835		15,165
12-2186-672000-50000-5865	Indirect		0		1,500		1,500
12-2186-679000-53305-5100	Contracted Services : Educa		40,000		23,335		16,665
				24,835		16,665	
				24,835		16,665	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Sub-Agreement between RSCCD and WestEd for the Career Technical Education (CTE) Data Unlocked Initiative Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners selected by the California Community Colleges Chancellor's Office.

ANALYSIS

The Chancellor's Office has selected WestEd to develop the data management LaunchBoard system. LaunchBoard provides detailed information on programs and student outcomes to provide community colleges with critical information needed for strategic planning.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the 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: \$2,259,775.00 (grant-funded)	Board Date: July 17, 2017
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
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
WESTED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this July 17, 2017 between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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 the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work 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 July 1, 2017 – December 31, 2018.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$2,259,775 USD.
4. **Budget**
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement.

5. Payment and Invoicing

RSCCD shall reimburse SUBCONTRACTOR based on the cost of the work performed as documented in a detailed invoice submitted each month. Payment will be up to but not exceed the amount listed above under Article I.3. Total Costs.

SUBCONTRACTOR should include the Agreement number on the invoice (refer to footer). Back-up documentation for expenditures may be requested, if required in order to adhere to compliance terms and standards. Invoices should be submitted to the following:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

6. Reporting

SUBCONTRACTOR agrees to submit progress reports each month. Progress reports should be emailed to Santoyo_Sarah@rsccd.edu, and include other recipients as requested by the Prime Sponsor.

7. 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 funds received and for any misappropriation or dis-allowment of Grant funds.

8. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are 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.

10. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. 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.

11. 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.

12. 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 the performance of this Agreement.

13. 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.

14. 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 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 termination and RSCCD shall reimburse SUBCONTRACTOR for costs incurred up to the termination date.

15. 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.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Executive Director of Resource Development
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Kathy Booth, Senior Research Associate
WestEd
300 Lakeside Drive, 25th Floor
Oakland, CA 94612
(510) 302-4208, Kbooth@wested.org

17. 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.

18. 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 Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), 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.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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: *WestEd*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Michael J. Neuenfeldt

Title: Director of Finance & Contracts

Date: _____

Board Approval Date: July 17, 2017

94-3233542

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work and Budget

EXHIBIT A

LaunchBoard 18 Month Budget			
	2017-18	2018-19	Total
Salaries	\$ 102,646	\$ 207,998	\$ 310,644
Benefits	\$ 35,803	\$ 74,074	\$ 109,877
Travel	\$ 13,000	\$ 23,000	\$ 36,000
Consultants	\$ 15,000	\$ 15,000	\$ 30,000
Telephone	\$ 1,928	\$ 3,592	\$ 5,520
Copying and Shared Equipment	\$ 1,403	\$ 2,505	\$ 3,908
Office Supplies and Expenses	\$ 476	\$ 865	\$ 1,341
Information Systems	\$ 17,797	\$ 32,495	\$ 50,292
Facility	\$ 17,548	\$ 32,775	\$ 50,323
Program Support	\$ 18,211	\$ 33,335	\$ 51,546
Indirect and Management Fee	\$ 80,654	\$ 136,150	\$ 216,804
ERP Subcontract	\$ 370,375	\$ 740,750	\$ 1,111,125
RP Group Subcontract	\$ 74,125	\$ 148,250	\$ 222,375
San Joaquin Delta	\$ 60,000	\$ -	\$ 60,000
TOTAL	\$ 808,966	\$ 1,450,789	\$ 2,259,755

Budgets are based on the following staffing levels and travel costs (assuming travel expectations stay constant with prior years) from July 2017-June 2019:

Kathy Booth (Project Lead & Content Expert)	0.5 FTE
Randy Tillery (Co-lead and Content Expert)	0.1 FTE
Jessica Chittaphong (Data Manager)	0.5 FTE
James Gilroy (Project Manager)	0.25 FTE
Mansi Master (Program Coordinator)	0.5 FTE
Collen Carter (Administrative Support)	0.25 FTE
Jonathan Lemon (Graphic Design/Videos)	20 days
Nathan Pellegrin (Code Binder Data Pulls)	15 days

Educational Results Partnership

Anthony Dalton (Project Lead)	0.1 FTE
Valerie Perry (Project Manager)	0.2 FTE
Alan Chan (Data Scientist)	0.6 FTE
Elliott Rice (Programmer)	0.5 FTE
Steve Dalton (Programmer)	0.5 FTE
New Position (UI/UX Specialist)	0.5 FTE

RP Group

Alyssa Nguyen (Project Lead)	0.2 FTE
Various staff and consultants	0.2 FTE

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

***OBJECTIVE No. 1** Develop and refine data tools on the LaunchBoard

Activities	Performance Outcomes	Timelines	Responsible Parties
1.1 Revise the Strong Workforce Program tab to include a view showing performance outcomes points	<ul style="list-style-type: none"> View reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	July 2017-December 2017	Ed Results RP Group WestEd
1.2 Revise the Strong Workforce Program tab to include a view showing disaggregated demographic data	<ul style="list-style-type: none"> View reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	July 2017-December 2017	Ed Results RP Group WestEd
1.3 Revise the Strong Workforce Program tab to address Chancellor’s Office and field priorities	<ul style="list-style-type: none"> Specifications developed Tab reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	January 2017-December 2018	Ed Results RP Group WestEd
1.4 Develop a Guided Pathways tab	<ul style="list-style-type: none"> Specifications developed Tab reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	July 2017-December 2017	Ed Results RP Group WestEd
1.5 Refine the Snapshot tab to address Chancellor’s Office and field priorities	<ul style="list-style-type: none"> Specifications developed Tab reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	July 2017-December 2018	Ed Results RP Group WestEd

5.2 (9)

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

5.2 (10)

Activities	Performance Outcomes	Timelines	Responsible Parties
1.6 Refine the Program Tables tab to address Chancellor's Office and field priorities	<ul style="list-style-type: none"> • Specifications developed • Tab reflects implementation specifications • Testing and quality assurance completed • Functionality deployed • Documentation provided on data elements used to create the metrics 	July 2017-December 2018	Ed Results RP Group WestEd
1.7 Refine the K-14 CTE Pathways tab to address Chancellor's Office, California Department of Education, and field priorities	<ul style="list-style-type: none"> • Specifications developed • Tab reflects implementation specifications • Testing and quality assurance completed • Functionality deployed • Documentation provided on data elements used to create the metrics 	July 2017-December 2018	Ed Results RP Group WestEd
1.8 Refine the CTE Outcomes Survey tab to address Chancellor's Office and field priorities	<ul style="list-style-type: none"> • Specifications developed • Tab reflects implementation specifications • Testing and quality assurance completed • Functionality deployed • Documentation provided on data elements used to create the metrics 	July 2017-December 2018	Ed Results RP Group WestEd
1.9 Support integration of additional data sources into the LaunchBoard as specified by the Chancellor's Office	<ul style="list-style-type: none"> • Data parameters for integration established • Testing and quality assurance completed • Functionality deployed • Documentation provided on data elements used to create the metrics 	July 2017-December 2018	Ed Results RP Group WestEd
1.9 Develop specifications for other tabs to address Chancellor's Office priorities	<ul style="list-style-type: none"> • Specifications developed 	July 2017-December 2018	Ed Results RP Group WestEd

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

Activities	Performance Outcomes	Timelines	Responsible Parties
1.10 Track project deliverables and coordinate with the Chancellor's Office	<ul style="list-style-type: none"> Project is on time and on budget Risks and action areas shared with the Chancellor's Office 	July 2017-December 2018	WestEd
1.11 Develop a tool to allow certain users to query specific elements from all LaunchBoard tabs	<ul style="list-style-type: none"> Specifications developed Tab reflects implementation specifications Testing and quality assurance completed Functionality deployed Documentation provided on data elements used to create the metrics 	January 2017-December 2018	Ed Results RP Group WestEd
1.11 Maintain Cal-PASS Plus data set and technological infrastructure	<ul style="list-style-type: none"> Cal-PASS Plus data available for the LaunchBoard 	July 2017-December 2018	San Joaquin Delta College

5.2 (11)

APPLICATION WORKPLAN
 Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
 District: Rancho Santiago Community College District
 Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

***OBJECTIVE No. 2** Lead statewide outreach for Chancellor’s Office initiatives, data tools, and data usage

Activities	Performance Outcomes	Timelines	Responsible Parties
2.1 Develop communications and training resources for general users, super-users, and technical assistance providers	<ul style="list-style-type: none"> • Development of user guides • Development of short videos • Development of tailored trainings • Coordinated communications and outreach efforts with the Chancellor’s Office and other stakeholders 	July 2017-December 2018	RP Group WestEd
2.2 Provide training on data tools and Chancellor’s Office initiatives throughout the state	<ul style="list-style-type: none"> • Trainings provided at conferences, regional meetings, colleges, and IEPI workshops 	July 2017-December 2018	Ed Results RP Group WestEd
2.3 Provide oversight of CTE Data Unlocked Experts for training and technical assistance	<ul style="list-style-type: none"> • CTE Data Unlocked Experts provide high quality support to colleges and regions 	July 2017-June 2018	WestEd
2.4 Coordinate partner organizations in implementing the “CTE Data Unlocked” initiative	<ul style="list-style-type: none"> • Partners provide input to various work products and implement tasks in accordance with the project work plan • Chancellor’s Office is informed and engaged regarding the ongoing implementation of the initiative 	July 2017-June 2018	WestEd

5.2 (12)

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

***OBJECTIVE No. 3 Support the alignment of course and program codes with the content of programs and curricula**

Activities	Performance Outcomes	Timelines	Responsible Parties
3.1 Serve as logistical lead for the Code Alignment Project	<ul style="list-style-type: none"> • Teams of data and curriculum experts trained and deployed to support college code review efforts • Documentation on codes secured and translated into practitioner-friendly formats • Outcomes of face-to-face meetings documented 	July 2017-June 2018	WestEd
3.2 Coordinate with other stakeholders to integrate updated codes into system-wide tools	<ul style="list-style-type: none"> • Statewide data systems include additional code types, such as CIP and SOC • Updated crosswalks, such as TOP-CIP and TOP-SOC, based on field validation • Establishment of additional TOP codes necessary to track programs and courses • Integration of consistent program maps into statewide systems • Updated documentation about codes and code assignment processes 	July 2017-June 2018	Ed Results RP Group WestEd
3.3 Update the crosswalk of program codes between K12 and CCC programs	<ul style="list-style-type: none"> • Efforts coordinated with crosswalks being developed by the Centers of Excellence and the California Department of Education • Crosswalk developed • Crosswalk adopted by all partners 	July 2017-June 2018	RP Group WestEd

5.2 (13)

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

***OBJECTIVE No. 4 Support the integration of third-party credential data into statewide data systems**

Activities	Performance Outcomes	Timelines	Responsible Parties
4.1 Support coordination with third party credential providers regarding aggregate data exchanges	<ul style="list-style-type: none"> • Third party credential providers have agreed to share data • Data is represented in the California Credentials Database 	July 2017-June 2018	WestEd
4.2 Support development of flags in MIS to track third-party credentials	Specifications developed	July 2017-June 2018	Ed Results RP Group WestEd
4.3 Support data analyses by the Chancellor's Office regarding the impact of third-party credentials on completion, employment, and earnings	Analyses provided	July 2017-June 2018	Ed Results RP Group WestEd

5.2 (14)

APPLICATION WORKPLAN
Performance Funding Period: July 1, 2017 to December 31, 2018

Agreement No. DO-16-2220-06 | Grant No. 15-197-001
District: Rancho Santiago Community College District
Subcontractors: Ed Results, RP Group, San Joaquin Delta College, and WestEd

***OBJECTIVE No. 5 Provide support for strategic initiatives**

Activities	Performance Outcomes	Timelines	Responsible Parties
5.1 Support efforts to broker inter-agency data sharing	<ul style="list-style-type: none"> • Data-sharing challenges and possible solutions documented • Meetings with other state agencies supported • VERATAC data group has provided practitioner input, under facilitation of WestEd 	July 2017-December 2018	Ed Results RP Group WestEd
5.2 Support efforts to improve data on student success in the CCC system	<ul style="list-style-type: none"> • Identify potential action items on topics such as skills-builders, wage gains, employment retention, and third-party certifications • Participate in efforts that address data issues with colleges and stakeholders • Provide recommendations for ways to improve data on student success in the CCC system • Provide feedback on how to integrate practitioner and partner perspectives into data systems and resources • Support research projects 	July 2017-December 2018	Ed Results RP Group WestEd
5.3 Support the CTE Stars Awards and other recognitions	<ul style="list-style-type: none"> • Specifications for colleges receiving recognitions, based on Chancellor’s Office priorities • Data pull necessary to identify colleges for the recognition • Clarification of which programs are yielding outcomes, based on interviews with the college • Summaries of effective practices • Support in implementing other recognitions based on student outcomes 	July 2017-December 2018	Ed Results RP Group WestEd

5.2 (15)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Lease Agreement between RSCCD and Economic Development Corporation of Los Angeles County for the Strong Workforce Program	
Action:	Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs to address the workforce development needs in the region, and to increase the number of students who complete these programs and enter high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles and Orange County Region's Strong Workforce Program – Regional Funds (SWP-RF), and is responsible for distributing these funds to the colleges and partners.

In addition, RSCCD is the host of the Los Angeles/Orange County Regional Consortium (LAOCRC), which has a Strong Workforce Program-Regional Funds allocation to provide direct support to the Los Angeles and Orange County community colleges for their Career Technical Education program development and workforce development efforts.

ANALYSIS

As the Los Angeles Director has to support nineteen colleges, proximity to the colleges is necessary to be able to perform the role effectively. A rental agreement has been developed to provide an office space in Los Angeles for the LA Director and support staff.

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the lease 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: \$26,444 (grant-funded)	Board Date: July 17, 2017
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

TEMPORARY USE LICENSE AGREEMENT

This Temporary Use License Agreement (“License”) is entered into effective as of August 1, 2017 (the “Effective Date”), by and between ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY, a California not for profit corporation (the “Licensor”) (dba “LAEDC”), and Rancho Santiago Community College District, 2323 North Broadway #350, Santa Ana, CA 92706 (the “Licensee”).

1. GRANT OF LICENSE.

Licensor hereby allows Licensee to use the premises located at 444 South Flower Street, Floor 37, Los Angeles, California (the “Building”), consisting of one (1) office (the “Premises”); Office designated as Number 3750, approximately 182 SF including a load factor of 1.40 for common areas, and one (1) Office Cubicle designated at Number 019, approximately 100 SF including a load factor of 1.40 for common areas, on the terms set forth herein. The Premises are depicted on Exhibit “A” attached hereto. As consideration for use of the Premises, Licensee shall pay to Licensor, in advance and without offset, a license fee in the amount of \$1,159.00 per month, and in addition, Licensee shall pay ancillary costs including parking, visitor parking, telephone lines and printer usage fee, for a total of \$1,245.00 per month, and the total licensee fee shall be **\$2,404.00** per month. Licensee shall use the Premises only for the following purpose: L.A. Director and Administrative Assistant, Los Angeles/Orange County Regional Consortium (LAOCRC). Licensee hereby acknowledges that late payment by Licensee to Licensor of license fees or other sums due hereunder will cause Licensor to incur costs not contemplated by this License Agreement, the exact amount of which is extremely difficult to ascertain and may include, but are not limited to, processing and accounting charges. Accordingly, if any installment of the license fees or any other sum due from Licensee shall not be received by Licensor within five (5) days after said amount is due, then Licensor may assess a late charge equal to five (5%) of the amount due.

2. TERM.

The term of this License shall commence on August 1, 2017 and terminate on June 30, 2018; provided however, Licensor may terminate this License earlier upon at least thirty (30) days written notice for any reason. Payment of the license fee is due on or before the first day of each month, along with other sums due and invoiced.

3. USE OF PREMISES.

a. The Premises shall be used only for the purposes specified above and for no other purpose. Licensee shall comply with all legal requirements affecting the Premises and its use. Licensee shall not (a) do or permit anything to be done, nor bring or keep anything in or around the Premises, that will increase the risk of fire or other loss (including by way of example, bring flammables or explosives into the Premises or bringing fuel-powered machinery into the Premises), (b) do or permit anything to be done which may be a nuisance to tenants or interrupt or interfere in any manner with the business of Licensor, (c) store anything outside of the Building, (d) place any signs on or around the Building, nor (e) commit or suffer any waste upon or about the Premises.

b. Licensee shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Premises any (collectively “Hazardous Materials”) flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws, regulations and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes (collectively “Environmental Laws”). Licensee shall protect, defend, indemnify and hold Licensor and each and all of Licensor’s board of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them, harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of any actual or asserted failure of Lessee to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this paragraph.

c. Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything which Licensee is not allowed to do. Licensee shall faithfully observe and comply with all the rules and regulations which Licensor’s landlord or Licensor may promulgate from time to time regarding the use of the Building.

4. **UTILITIES.**

The license fee set forth in Paragraph 1 shall include the cost of the following utilities: Water, Sewer, Gas, and Electricity. Licensee shall be responsible for the cost of all other utility service for the Premises. Licensee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Licensor's reasonable opinion, overload the wiring or interferes with electrical or other services to other Licensees.

5. **COST REIMBURSEMENT.**

Licensee agrees to reimburse Licensor for costs incurred by Licensor on Licensee's behalf, including, but not limited to: storage and utility charges for off-hours or additional HVAC and/or utilities. Licensor shall present Licensee with an invoice each month for said charges, including sufficient documentation to support the amount of said charges. Licensee agrees to pay said charges on or before the first day of each month.

During the term of this agreement, Licensee shall have access to conference rooms, kitchen facilities, reception areas, lunch rooms and mail distribution, subject to the same policies and procedural guidelines set forth by Licensor regarding the use of these facilities by Licensor's employees.

6. **ACCEPTANCE OF PREMISES.**

By entry hereunder, Licensee acknowledges that it has examined the Premises and accepts the same "AS IS," "WHERE AS" and "WITH ALL FAULTS" and hereby warrants and represents the Building and Premises as being entirely satisfactory and fit for its purpose. Licensor has no obligation to alter the Premises.

7. **BUILDING RULES.**

Licensee will comply with the rules of the Building adopted and altered by Licensor from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Licensor to Licensee in writing. The initial rules for the Building are located at www.444flower.com under Policies and Procedures and are incorporated herein for all purposes.

8. **ALTERATIONS, REPAIRS AND MAINTENANCE.**

Licensee agrees not to make or permit any alterations to the Premises. Licensee shall maintain the Premises in its present condition and shall keep the same neat, clean and orderly. Licensee shall repair any damage it causes, or in lieu of requiring repairs, Licensor shall have the right to perform such repairs itself, in which case all repair costs shall be payable by Licensee upon request. Upon termination of this License, Licensee shall deliver the Premises to Licensor in the same condition as it existing upon commencement of this License.

9. **INDEMNITY AND RELEASE; INSURANCE.**

a. Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, agents and representatives (the "Protected Parties") from and against any and all claims (and all related liabilities, costs, and attorneys' fees) arising from (a) Licensee's use of the Premises or anything done, permitted, suffered or omitted by Licensee or any of its officers, directors, employees, agents, representatives or visitors in or about the Premises, and/or (b) any breach or default by Licensee hereunder. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever and waives all claims against Licensor and/or the other Protected Parties on account of the same.

b. During the term hereof, Licensee shall maintain in full force and effect Comprehensive General Liability on an occurrence basis with a minimum limit of \$1,000,000 (One Million Dollars) combined single limit, naming Licensor and the other Protected Parties as named insureds. Such insurance shall insure Licensee's indemnity obligations herein. In addition, Licensee shall insure all of its personal property at 100% of its full replacement value. All insurance shall contain a complete waiver of subrogation in favor of Licensor and the other Protected Parties. A certificate of all such insurance (including a prohibition against change or cancellation of coverage without 30 days prior notice to Licensor) shall be delivered to Licensor prior to Licensee entering the Premises. Any insurance maintained by Licensor will apply in excess of, and not contribute with, insurance provided by Licensor.

10. **ENTRY BY LICENSOR.**

Licensor and its agents shall have the right to enter the Premises for any business purpose, including to inspect the same or to make repairs or alterations to the Building or the Premises. Licensee shall not alter any lock or install a new or additional lock on any door of the Premises without the prior written consent of the Licensor.

11. **ASSIGNMENT AND SUBLICENSE.**

Licensee shall not (a) assign this License or any interest in this License, (b) permit the use of the Premises by any person or persons other than Licensee, nor (c) sublicense all or any part of the Premises.

12. **DEFAULT BY LICENSEE.**

Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have all rights and remedies allowed by law. In addition, Licensor shall have the right to terminate this License and/or Licensee's right to use the Premises. Upon any such termination, Licensee shall immediately yield up and surrender possession of the Premises and Licensor may take any and all action to enforce Licensee's obligations.

13. **ATTORNEYS' FEES.**

In the event of litigation to enforce or to interpret this License, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorneys fees.

14. **NOTICES.**

All notices to Licensee shall be in writing and shall be sufficiently given if delivered to the Premises or if sent by certified mail to the Premises or to the address (if any) shown at the end of this License.

15. **INTERPRETATION.**

a. This License shall be governed by the laws of the State of California. This License contains the entire agreement of the parties. This License can be amended, or any right or provision waived, only by written document signed by both parties.

b. All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys' fees provision hereof, shall survive the expiration or termination of this License and/or of Licensee's right to use the Premises.

16. **LIMITATION AND LIABILITY.**

Redress for any claim against Licensor under this License shall be limited to and enforceable only against and to the extent of Licensor's interest in the Building. The obligations of Licensor under this License are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its board of directors, officers, members, partners, or any beneficiaries, stockholders, employees, or agents of Licensor.

17. **COUNTERPARTS; FACSIMILE SIGNATURES.**

This License may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Each of the parties hereto agree that the delivery of an executed copy of this License by facsimile or e-mail shall be legal and binding and shall have the same full force and effect as if an original executed copy of this License had been delivered.

18. **SUBTENANT AMENITIES.**

The LAEDC will provide office space that is equipped with DSL and telephone capability. A list of amenities will be provided as noted below.

LAEDC provides the following services to subtenants.

- Local and long distance service, with long distance charges billed to subtenant
- Utilities
- Mail pickup and sorting
- Receptionist who greets visitors and receives deliveries
- DSL access (as long as network capacity allows)
- Lunchroom supplies including coffee, tea, and condiments
- Conference rooms whose use is scheduled by the receptionist
- Cleaning service

LAEDC does not provide the following:

- Computer hardware and software support
- Office supplies
- Use of LAEDC fax machines
- Postage or FEDEX service. A small amount of mail with postage can be left in the mailroom box for drop-off downstairs. The subtenant must take down large mailings or heavy items to the building mailroom or FEDEX drop box
- Secretarial services, including audio-visual setup for meetings, arranging services, ordering food, faxing, copying or other administration/secretarial services for subtenants or their visitors

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date first written above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal. This License is subject to acceptance by Licensor.

LICENSOR:

ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY,
a California not for profit company

By: _____

Print Name: _____

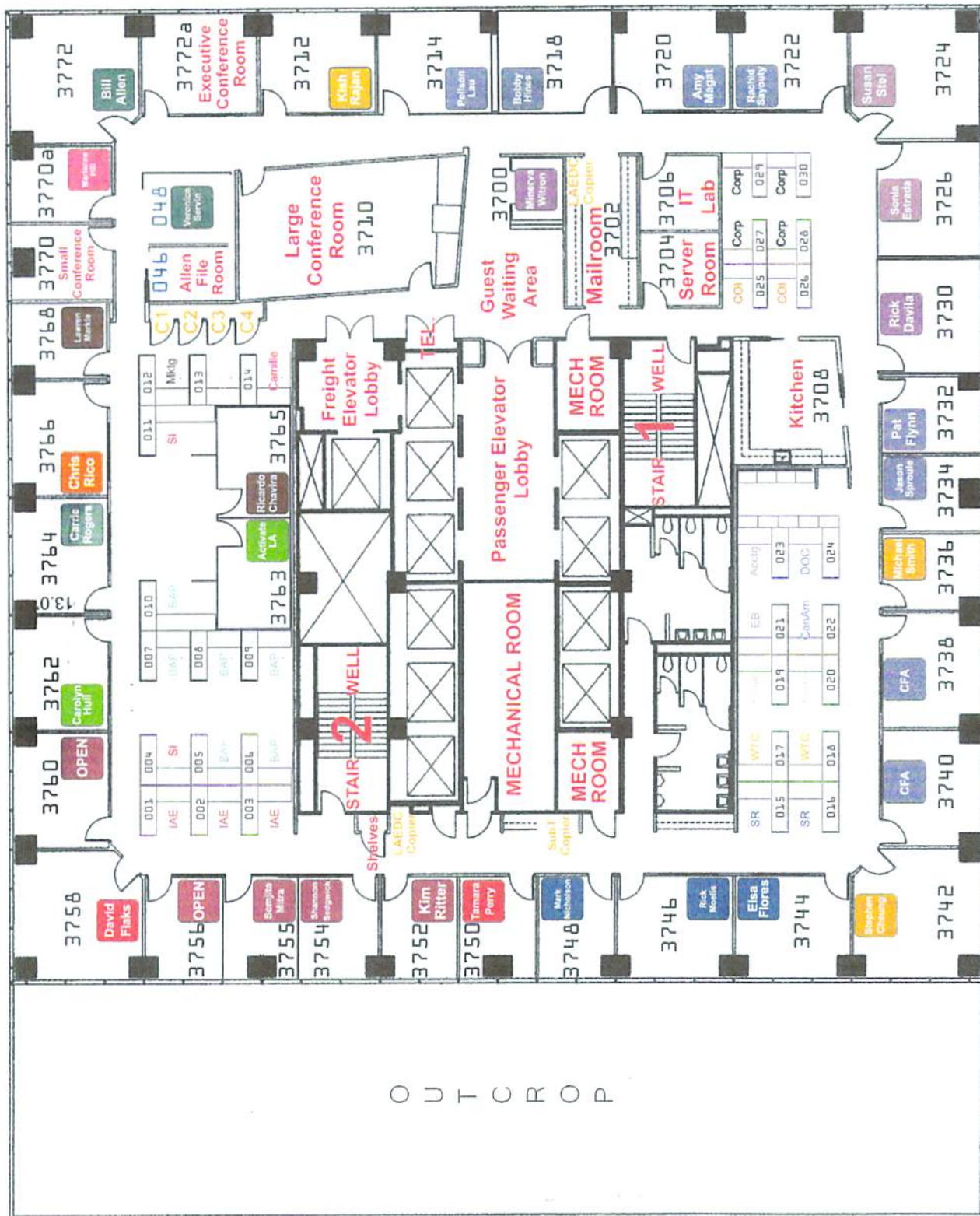
Title: _____

LICENSEE:

By: _____

Print Name: _____

Title: _____



O U T C R O P



LAEDC
444 SOUTH FLOWER STREET
FLOOR: 37

EXHIBIT A

4 APRIL 2017

Economic Development Corporation - License Agreement Summary

Sub-Tenant	Main Contact		Term	Office	Base	W/Common	Rate	Monthly Rate	Annual Rate	Annual Cost	
Rancho Santiago Community College	L.A. Director	LAOCRC	12 Months	3750	130	182	4.11	748.00	49.32	8,976.00	
	Administrative Assistant	LAOCRC	12 Months	019	80	100	4.11	411.00	49.32	4,932.00	
	Total Space Cost					210	282	4.11	1,159.00		13,908.00
	Ancillary Cost								1,245.00		14,940.00
	Total Cost - Annual								2,404.00		28,848.00

Parking Rate - Building(290.00)	=2 X 270.00	540.00
Visitor Parking - Estimated	=15 X 37.00	555.00
Telephone Lines	=2 X 25.00	50.00
Printer Expense/Usage	=1 X 100.00	100.00
Ancillary Monthly		1,245.00

5.3 (7)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 17, 2017
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Garden Grove Unified School District for the Adult Education Block Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District is the Fiscal Agent of the Adult Education Block Grant (AEBG) – Regional Consortium Funding Appropriation (Assembly Bill No. 104) received from the California Community Colleges Chancellor’s Office. The appropriation amount in fiscal year 2016/17 is \$4,403,130. The term of this appropriation is from July 1, 2016 through December 31, 2018 that includes a 2.5-year implementation plan cycle (fiscal years 16/17, 17/18 and 18/19). 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 and provide administrative oversight.

The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Funding will support Rancho Santiago Adult Education Consortium’s AB 86 Regional Comprehensive Plan seven program areas: (1) elementary and secondary basic skills, including high school diploma or GED; (2) citizenship, English as a second language, and workforce preparation; (3) adults’/older adults’ entry or re-entry into the workforce; (4) family literacy; (5) adults with disabilities; (6) career technical education; and (7) pre-apprenticeship training activities.

ANALYSIS

The enclosed amendment (#DO-16-2221-02.01) for Garden Grove Unified School District is to increase the sub-award amount by \$3,328.00 for professional development activities related to the implementation of the Adult Education Block Grant within that district.

Leading the implementation of the RSAEC plan are project administrators Dr. Jim Kennedy and Jose Vargas, and project director Christine Gascon.

RECOMMENDATION

It is recommended that the Board approve this amendment to the 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: \$3,328.00 (grant-funded)	Board Date: July 17, 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	

**FIRST AMENDMENT TO
GRANT SUB-AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
GARDEN GROVE UNIFIED SCHOOL DISTRICT**

This first amendment (hereinafter “Amendment”) is entered into on this 17th day of July, 2017, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Garden Grove Unified School District (hereinafter “SUBCONTRACTOR”) to amend that certain agreement #DO-16-2221-02 (hereinafter “Agreement”) between the parties dated October 10, 2017, with a term of July 1, 2016 through June 30, 2018 (hereinafter “Term”). 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 “AB 104 Adult Education Block Grant” (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve the educational and workforce needs of adults;

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 it is mutually agreed by the Parties to amend the following:

Total Cost will be amended as follows:

3. Total Cost

The Total Cost to RSCCD for the performance of this Agreement shall not exceed \$1,460,239.00 USD. This reflects an increase of one-time funding of \$3,328.00 USD.

Budget will be amended as follows:

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-1**), which by this reference is incorporated herein and made a part hereof as if fully set forth. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized project budget by budget categories; and/or adding or deleting budget categories.

Agreement between RSCCD and Garden Grove Unified School District

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Amendment to the Agreement to be executed as of the date that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Rick Nakano

Title: Business Operations/Fiscal Services

Title: Assistant Superintendent Business Services

Date: _____

Date: _____

Board Approval Date: July 17, 2017

95-2378800
Employer/Taxpayer Identification Number (EIN)

Exhibit B-1

**Garden Grove Unified School District
Adult Education Block Grant
Rancho Santiago Adult Education Consortium**

BUDGET DETAIL SHEET

Contact	Name	Email	Phone No.
GGUSD	Connie Van Luit, Director AD-ED	cvanluit@ggusd.us	(714) 663-6305
GGUSD	Karen Duong, Budget Tech II	kduong@ggusd.us	(714) 663-6170

Object Code	Description	TOTAL COSTS
1000	Teacher On Special Assignment	78,000
	Admin/Tchr Support/Professional Development/Extra Duty	105,182
	Certificated Salaries to maintain existing Adult Ed Program	268,000
2000	Classified Support	25,000
	Classified Salaries to maintain existing Adult Ed Program	560,000
3000	Certificated & Classified Benefits	289,422
4000	Materials & Supplies	43,584
5000	Service & Oper. Expenses/Conferences	33,000
6000		
Total Direct Costs:		1,402,188
Total Indirect Costs (not to exceed 5% of Direct Costs) = 4.14%:		58,051
TOTAL COSTS:		1,460,239

**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 10th day of October 2016, between Rancho Santiago Community College District (hereinafter "RSCCD") and the Orange 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 apportionment funding entitled "AB 104 Adult Education Block Grant," (hereinafter "Grant") from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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 – AB 86 Regional Comprehensive 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 July 1, 2016, through June 30, 2018.

3. **Total Cost**

The total cost to RSCCD for the performance of this Agreement shall not exceed \$1,456,911.00 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 budget 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 **July 16, 2018**, 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, for the duration of the Grant.
- (b) Final Reports. SUBCONTRACTOR agrees to submit an annual expenditure report and an annual performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**) as requested by RSCCD and/or PRIME SPONSOR, for the duration of the Grant.

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

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 **June 30, 2018**.

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 subcontracts 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@rscdd.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

I. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the funding appropriation, the provisions of AB 104 Section 39 Article 9, the Program Guidance, the Allowable Uses Guidance, and the Legal Terms and Conditions (**Exhibit C**) 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.

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

Vice Chancellor

Assistant Superintendent Business

Title: Business Operations/Fiscal Services

Title: Services

Date: 10/11/16

Date: 10/12/16

95-2378800

Board Approval Date: October 10, 2016

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work**
- Exhibit B: Project Budget**
- Exhibit C: Grant Guidance and Regulations**

Exhibit A

Garden Grove Unified School District Adult Education Block Grant Rancho Santiago Adult Education Consortium

Scope of Work 2016-2017

Summary:

Garden Grove Adult Education continues to be an integral part and viable service to the Garden Grove community. Identifying the needs of the population served and identifying the gaps in services allows for GGAE's creative offerings of programs and courses. Collaboration with RSAEC and the focus of "redesigning an educational system that creates seamless transitions for students across adult schools and community colleges to accelerate academic and career success in order to earn a living wage" is of great importance. Plans to employ approaches to accelerate a student's progress, collaborate in ongoing professional development and meet the WIOA guidelines and objectives for career ready options (CTE) will be addressed. The Maintenance of Effort funding together with AEBG consortium funding allocation allow for the provision of existing adult education program services as well as meeting new AEBG objectives/program areas. The funding also allows for current and future collaboration and linkages with stakeholders.

Our goal is to increase the number of adult education students continuing their education at a community college or vocational program. To assist in reaching this goal we have hired a Teacher on Special Assignment (TOSA). This person will work closely with the colleges and adult education classes to promote the mindset of adults continuing their education. We will coordinate with the community colleges to ensure that we are closing the gap regarding the transition of students from adult education to community colleges. The focus will be on the coordination of our English as a Second Language (ESL) classes with the community colleges. We will also have our teachers attend professional development activities focusing on transition of adults to community colleges or vocational programs. To accelerate learning, we would like to continue to explore the I-BEST model of team-teaching. The TOSA will coordinate with the community colleges to provide information to students on transitioning and expectations while focusing on the benefits of continuing education. Community Liaisons will assist in the registration and accuracy of data collection as well as communicating consortium and GGAE school mission and objectives. Support and enhance student curriculum, digital literacy, internet accessibility and opportunities for all students to access the latest technology.

Directions: Use this template to outline the major components of your proposed project, expected completion timelines, and expected outcomes. Begin with the project's key objective.

Objective 1: Increase the number of adult education students transitioning to community college.		
Activities	Timeline	Performance Outcomes
Implementation of a TOSA	July 1, 2016 - June 30, 2018	Better coordination with the community colleges in the transition of students from adult education to higher education.
Objective 2: Coordinate English as a Second Language (ESL) programs at the adult education level with the community colleges.		
Activities	Timeline	Performance Outcomes

Exhibit A

Professional development and in-state conferences and AEBG approved conferences	July 1, 2016 - June 30, 2018	Increase student knowledge about higher education and increased enrollment in post-secondary education programs.
Objective 3: Implement a team-teaching approach with community college teachers and adult education teachers in English as a second language classes, computer classes and integrate math concepts. (I-BEST model)		
Activities	Timeline	Performance Outcomes
Implement team teaching a computer class	July 1, 2016 - June 30, 2018	Coordination of expectations of teachers and students in the transition to higher education.
Objective 4: Increase enrollment and support data collection		
Activities	Timeline	Performance Outcomes
Implementation of two Community Liaisons	July 1, 2016 - June 30, 2018	Coordination of registration process and enrollment for data collection and accuracy. Communicate RSAEC course offerings, class descriptions, career pathways and consortium planned activities.
Objective 5: Accelerate career and educational pathways		
Activities	Timeline	Performance Outcomes
Implementation and use of chromebooks in adult education program and classrooms.	July 1, 2016 - June 30, 2018	Support and enhance student curriculum, digital literacy, Internet accessibility and opportunities for all students to access the latest technology.
Objective 6: Curriculum Revision		
Activities	Timeline	Performance Outcomes
Revision and/or new curriculum to include all seven AEBG Program Areas as stated in AB104	July 1, 2016 - June 30, 2018	Create and develop new curriculum that incorporates math, career readiness skills, contextualized based learning methods and WIOA objectives.
Objective 7: To address the gap in services due to loss of funding		
Activities	Timeline	Performance Outcomes
Continue offering Adult Ed classes at LEC to serve students in the area	July 1, 2016 - June 30, 2018	Maintain services at GGUSD Adult Education facilities. The previous GGUSD MOE allocation will be used to fund maintenance of ongoing programs at Lincoln Education Center and Clinton Corner - including but not limited to programs in the seven AEBG Program Areas, materials, staffing, facilities, maintenance, computers, IT, etc.

Exhibit A

Objective 8: To strengthen career and educational pathways		
Activities	Timeline	Performance Outcomes
Purchase of classroom materials including but not limited to computer software, textbooks, and supporting materials to align with the newly revised curriculum and articulation agreements	July 1, 2016 - June 30, 2018	Align coursework with the classroom learning materials.
Objective 9: Professional Development Collaboration		
Activities	Timeline	Performance Outcomes
Professional Learning Community	July 1, 2016 - June 30, 2018	Collaborate with existing PLC at SAC-SCE.
Objective 10: Collaboration with local community agencies (WIBs, Libraries, Industry Employer, Boys and Girls Club, Law Enforcement Agencies, etc.)		
Activities	Timeline	Performance Outcomes
Outreach, participation and expanding utilization of existing regional resources for Adult Education students that could address a gap or need	July 1, 2016 - June 30, 2018	Create opportunities and pathways for students to accelerate learning in multiple settings in preparation for academic and career ready options.

Exhibit B

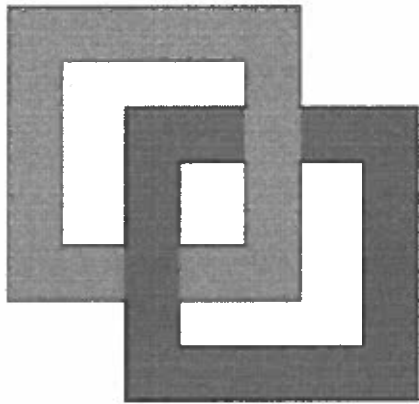
**Garden Grove Unified School District
Adult Education Block Grant
Rancho Santiago Adult Education Consortium**

BUDGET DETAIL SHEET

Contact	Name	Email	Phone No.
GGUSD	Connie Van Luit, Director AD-ED	cvanluit@ggusd.us	(714) 663-6305
GGUSD	Karen Duong, Budget Tech II	kduong@ggusd.us	(714) 663-6170

Object Code	Description	TOTAL COSTS
1000	Teacher On Special Assignment	78,000
	Admin/Tchr Support/Professional Development/Extra Duty	102,408
	Certificated Salaries to maintain existing Adult Ed Program	268,000
2000	Classified Support	25,000
	Classified Salaries to maintain existing Adult Ed Program	560,000
3000	Certificated & Classified Benefits	289,000
4000	Materials & Supplies	43,584
5000	Service & Oper. Expenses/Conferences	33,000
6000		
Total Direct Costs:		1,398,992
Total Indirect Costs (not to exceed 5% of Direct Costs) = 4.14%:		57,919
TOTAL COSTS:		1,456,911

Exhibit C



AEBG

PARTNERING FOR A STRONG
CALIFORNIA WORKFORCE

Program Guidance

AB104 Adult Education Block Grant

Performance Year: 2015-2016

Funding source: AB104, Section 39, Article 9

Version 2 Released: March 17, 2016

AB104 Adult Education Block Grant

A. Introduction

California has the opportunity to re-envision and redesign the adult educational system. The California Department of Education and the California Community College Chancellor's Office are working together to establish linkages for students across their systems that provide adults with the academic and career skills needed to enhance student success. To this end, the legislature and Governor have put in place unprecedented indicators of California's commitment to improve adult education in the state.

The legislature has committed funds to regional consortia composed of K-12 districts, community college districts, County Offices of Education (COE), and joint power authorities (JPAs) to collaborate regionally for the purpose of expanding and improving adult education services by creating linkages between the educational systems. Regional collaboration provides capacity for consortia members to find common ground and cross geographical and cultural boundaries in order to provide seamless transitions for students. In some areas of the state, there is a rich history of collaboration and a range of partnerships in place that have a regional perspective on policies and programs. Regional collaboration will manifest itself differently in each consortium. In some cases, it may involve a few partners and in others, many partners.

B. Assembly Bill 104 (AB104) Overview

On June 24, 2015 Governor Jerry Brown signed AB104 into law; the major education trailer bill that accompanied the state's 2015-16 state budget. This measure includes a section that defines the state's expectations for the new Adult Education Block Grant program.

This document provides a roadmap for understanding both, the provisions of AB104 and the initial expectations for the three-year implementation plan. AB104 includes a segment on the enactment of the Adult Education Block Grant that represents the actualization of the planning that began with the passage of Assembly Bill 86 in 2013. AB86 provided \$25 million to 70 consortia statewide to support the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults.

From July 1, 2013 - July 1, 2015, AB86 consortia, consisting of k-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults. AB86 also included the commitment from the state legislature to dedicate funding to adult education at the conclusion of the planning period, June 30, 2015.

The 2015-16 year represents the transition period from the planning that took place with AB86 to the actualization of the Adult Education Block Grant program, addressed in AB104. The state of California has dedicated \$500 million to support this program, more than any other state in the nation.

C. AB104 Adult Education Block Grant Funding

This document contains general instructions, procedures, formats, timelines, and reporting requirements for the AB104 Adult Education Block Grant (AEBG). AB104’s AEBG-related language is rather prescriptive. Hence, these guidelines offer mostly context, interpretation and clarification of the legislation’s directives, rather than new information. The regional consortia are made up of K-12 school districts, county offices of education (COE), community college districts, and joint power authorities (JPAs) encompassing all 58 California Counties to implement plans to better serve the educational needs of adults.

Title:	AB104, Section 39, Article 9, Adult Education Block Grant
Funding Source:	AB104, Section 39, Article 9
Funding Period:	July 1, 2015 through June 30, 2016
Total Funds Available:	\$500,000,000 (for MOE direct funding and regional consortia allocations)
Required Match:	No match required
Number of Awards:	71 (regional consortia funding allocations based upon formula – with two regions combining). Referred to as Non-MOE. 238 (Maintenance of Effort (MOE) direct funded allocations to K-12 districts, COEs, and JPAs.

AB104, the Adult Education Block Grant Program is established under the administration of the Chancellor of the California Community Colleges and the Superintendent of Public Instruction. The Chancellor and the Superintendent are the state officials responsible for identifying and understanding the educational needs of adults in the state.

AB86 provided the opportunity for developing the statewide collaboration and regional approach needed to maximize the state’s return on its investment in adult education. It provided focused priorities and a new regional design for the California Department of Education and the California Community College Chancellor’s Office adult education programs based on the state’s critical educational and workforce needs.

Maintenance of Effort (MOE) & Regional Consortia Funding Allocations

First and foremost, it is important to understand that MOE and Regional Consortia Funding Allocations (otherwise known as Non-MOE funds) are all part of the AB104 Adult Education Block Grant. Both tracks of funding, MOE and Regional Consortia Funds, are intended to support the state efforts for *Building a Strong California Workforce* through the implementation of the AB104 Three-Year Plan and the 2015-16 Annual Plan (and subsequent Annual Plans).

Building a Strong California Workforce Publication can be accessed at this website: http://doingwhatmatters.cccco.edu/portals/6/docs/SW/BOG_Infographic_PrintBooklet.pdf

The allocation information is available at the following link: <http://aebg.cccco.edu/For-AEBG-Grantees>

Recipients of the AEBG funding (MOE and Regional Consortia Funding) are required to fulfill the following criteria in order to receive an apportionment:

Per EC Section 84908(a)(1), be a member of a consortium.

Per EC Section 84906(a), have approved an adult education plan that addresses that fiscal year, with detailed information as specified in EC Section 84906(b)

Per EC Section 84913, use these funds (MOE and Non-MOE) on only the seven following areas (see the seven program areas in the link below and referenced later in this document).

Notes: These are considered restricted funds. See the letter released on August 31, 2015 regarding why these are restricted funds (link).
<http://www.cde.ca.gov/fq/fo/r14/adulted15apptltr1.asp>

The AB104 Amended Three Year Plan and 2015-16 Annual Plan is available at <http://aebg.cccco.edu/For-AEBG-Grantees>

AB104 clarifies that MOE is a Year-One funding allocation only. In Program Year 2016-17, it will become part of the AEBG Regional Consortia Allocation as a single funding stream.

Regional Allocation Formula Calculations

According to the AB104 Adult Education Block Grant Program language, the California Community College Chancellor and the State Superintendent of Public Instruction are charged with determining the statewide need for adult education and the funding

¹ Please note that the Amended Three Year Plan and the 2015-16 Annual Plan can be submitted prior to the due date.

allocation of each consortium. More specifically, sections 84911 and 84908 (2) (A)(ii), respectively, address these obligations.

Section 84911 states, “To determine the need for adult education, the chancellor and the Superintendent shall consider, at a minimum, measures related to adult population, employment, immigration, educational attainment, and adult literacy.” Additionally, Section 84908 (2) (A)(ii) states that, “The chancellor and the Superintendent shall determine the amount to be allocated to each consortium pursuant to this paragraph based on that adult education region’s share of the statewide need for adult education.”

Given the above language, key state agencies (the California Department of Education, the State Board of Education, the California Community College Chancellor’s Office, and the Department of Finance) met to develop a funding formula for adult education regional consortia. They used various combinations of variables, including minimum funding levels. After thorough analysis of the permutations, it was determined that the variables correlated very closely. Consequently, all variables were equally weighted. In addition, it was determined that the minimum grant award amount was appropriate and reasonable, in that it allows the smaller consortia (which in most instances are rural) to make a larger impact in their respective regions. The list below depicts the variables used to determine adult education consortia funding amounts.

- Educational Attainment (No High School Diploma)
- Employment (Unemployed Adults)
- Adult Population - 18 years and older
- Poverty (Household)
- Adult Literacy (7th Grade Education Level)
- ESL (the ability to speak English)

As mentioned above, each factor was equally weighted. The regional consortia received a percentage of the statewide total that was then translated into a dollar amount. Regional consortia that did not meet the minimum funding level, based on the variable amounts, were provided additional funds to raise them to that level. (See the allocation tables under additional resources section for grant amounts by regional consortia, as well as the list of variables by region.)

Additionally, a variety of census data variables related to adult education students in each region are posted on the AEBG Website and are pre-populated into the Regional Consortia Member Allocation forms.

D. Legislation

Major Adult Education Program Changes

As consortia members begin to work on this landmark legislation, a number of points are worth observing given that they represent major changes to the state’s adult education program from what existed prior to the enactment of AB86 in 2013.

AB104 calls for California’s Adult Education Program to have a workforce focus:

AB104 requires adult education programs to produce results that respond to the workforce education and training needs of the state's adults.

Requires successful implementation:

The AB104 grant program calls for a consortium to implement a three-year plan with annual updates that will be evaluated by state officials. Two major factors will be used to evaluate the successful implementation of a consortium plan and to determine future funding: number of students served, and specific student outcomes of a consortium plan to determine its effectiveness.

Requires consortium participation:

Prior to AB86 and AB104, K-12 adult education programs and community college non-credit programs operated separately and autonomously. Now, both entities are required to be in a consortium in order to secure state and federal funds. With AB104, county offices of education and joint powers involved in adult education and workforce development services are also now required to be members of a consortium to be eligible for funding.

Provides for multi-state agencies' oversight of Adult Education:

The oversight of AB104 grant programs is now a shared responsibility between the California Department of Education and the California Community College Chancellor's Office, with involvement of the Department of Finance and the Executive Director of the State Board of Education. Prior to AB104, oversight was divided between the CDE - responsible for K-12 adult education, and the CCCCCO - responsible for community college programs.

Requires public notifications:

Plans to implement programs and distribute adult education funds will require consortia to institute a timely public notice and decision-making process.

Requires sharing of information on district programs and resources:

Consortium members will need to share information on related programs being offered and the resources being used to support these programs. This requirement is an integral part of the state's effort to leverage resources and maximize outcomes in adult education and workforce services.

Allows seven adult education program areas:

AB104 identifies seven program areas that may be supported by Adult Education Block Grant funds:

1. Programs in elementary and secondary skills, including those leading to a high school diploma or high school equivalency certificate.
2. Programs for immigrants in citizenship, ESL, and workforce preparation.
3. Programs for adults, including, but not limited to, older adults, that are

- primarily related to entry or reentry into the workforce.
4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
 5. Programs for adult with disabilities.
 6. Programs in career technical education that are short term in nature with high employment potential.
 7. Programs offering pre-apprenticeship training conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards.

E. Eligibility

Regional Boundaries

The Chancellor and the Superintendent, with the advice of the executive director (State Board of Education), shall divide the state into adult education regions and shall determine the physical boundaries of each region. They shall approve one adult education consortium in each adult education region. When determining the boundaries of the adult education regions, the Chancellor and the Superintendent shall also consider factors that impact the provision of adult education, including all of the following:

- (1) Economic and demographic factors, including the locations of regional labor markets.
- (2) The boundaries of regions used to distribute funds for other state programs.
- (3) The presence of adult education providers that have demonstrated effectiveness in meeting the educational needs of adults.

Until otherwise determined by the chancellor and the Superintendent, the physical boundaries of the adult education regions shall be the same as the physical boundaries of the regions established for purposes of providing planning and implementation grants pursuant to Section 84830 (AB86 Planning Grant).

Consortia Membership

The Chancellor and Superintendent, with the advice of the executive director, shall approve, for each consortium, rules and procedures that adhere to all of the following conditions:

Any community college district, K-12 school district, COE, or JPA or a combination of these, located within the boundaries of the adult education region shall be permitted to join the consortium as a member.

As a condition of joining a consortium, a member shall commit to reporting any funds available to that member for purposes of education and workforce services for adults and the uses of those funds.

A member of the consortium shall be represented only by an official designated by the governing board of the member.

Community college districts, K-12 school districts, COEs, or JPAs must be members of the consortium if they receive funds from:

- Adults in Correctional Facilities Programs;
- WIOA, Title II;
- Carl D. Perkins CTE Act;
- LCFF apportionments for students 19+;
- CCD apportionment
- State funds for remedial education and job training for CalWORKS participants.

The Governance Template in the AEBG Toolkit provides the format for listing consortium members and describing the process for setting up consortia membership and governance that ensures appropriate processes were followed. To access the Governance Template go to the AEBG Toolkit located under the additional resources section at the following link:

<http://aebg.cccco.edu/For-AEBG-Grantees>

Consortia Decision Making

Decision making procedures are specified in AB104 that ensure that all of the following conditions are satisfied:

- All members shall participate in any decision made by the consortium.
- A proposed decision is considered at an open, properly noticed public meeting of the consortium at which members of the public may comment.
- The consortium has provided the public with adequate notice of a proposed decision and considered any comments submitted by members of the public, and any comments submitted by members of the public have been distributed publicly.
- A decision is final.

F. Reporting & Submission Process

Required Funding Recipient Content

Adult education block grant reporting Toolkit objectives:

AB104 outlines expectations as well as planning and implementation requirements for the regional consortia and its members for the provision of adult education in all areas of the state. AB104 provides funding to support these collaborative efforts. These funds shall assist adult education consortia to accomplish each of the following objectives:

- Governance Plan Template

- Three Year Consortia Plan Template
- Annual Plan Template
- Member Allocation Forms
- Consortia Expenditure and Progress Reporting
- Consortia Performance Tracking & Reporting
- Consortia Student Enrollment Tracking & Reporting

The Toolkit (see Appendix D) consists of:

- Governance Template (described in the Membership section above),
- Amended Three-Year Plan template
- Guidance for completing the Amended Three-Year Plan template
- Annual Plan template for 2015-16
- Guidance for completing the Annual Plan template
- Excel Workbooks – one for Member Allocations and one for Performance Measures sections of the Annual Plan

More information will be added to the AEBG website as it becomes available. Notices will go out to Consortia Primary Contacts and highlighted notes will be posted on the website when new information is added. However, it is recommended that Consortia members check the website regularly for updates: <http://aebg.cccco.edu/For-AEBG-Grantees>

Governance Plan template:

The Governance Plan Template in the AEBG Toolkit provides the format for listing consortium members and describing the process for setting up consortia membership and governance that ensures appropriate processes were followed. This governance plan template will help consortia members develop their own agreed upon decision making process.

Three Year Consortia Plan template:

AB104 Adult Education Block Grant legislation states that the AB86 Final Plans are the foundation of the efforts that AB104 will be supporting. Those AB86 Final Plans are accepted as the basis of the Three-Year Plan requirement, with the caveat that the plans must be adapted to AB104 guidelines. AB104 guidelines are largely similar to AB86 structures, but do include notable differences including: seven program areas instead of five, more emphasis on data collection and availability, specific areas of performance, etc. AB86 stressed the importance of consortia member coordination of services and leveraging of resources within and outside the consortia; AB104 further strengthens that emphasis.

The Toolkit provides the Amended Three-Year Consortia Plan template for the adaptation of the AB86 Final Plan to AB104 requirements, as well as specific guidance for filling out that template.

Annual Plan template:

AB104 legislation also requires Annual Plans for implementation, the first year of which is 2015-16, and updated plans for each subsequent year. It is understood that some activities will be immediately implemented while others will be phased-in. The Legislature has directed CDE and CCCCO to compile information about what consortia plan to do with the AEBG funds at the outset of implementation, and what impacts those efforts have at the end of each year.

The Annual Plan Template is designed to help consortia plan for the AEBG Program in their region, keeping in mind the vision and goals of the Three-Year Plan and how the first year's plan will set the stage for further implementation in the subsequent two years of the grant period. It is also designed to enable CDE and CCCCO to provide AEBG information to the Legislature in accessible formats. Specific guidance is provided in the Toolkit to aid in filling out this form.

Planning Amendment Submission Process (New):

If a consortium wishes to amend any of the submitted documentation, you must take the following steps:

- Discuss at a properly noticed public meeting
- Obtain member input and public comment
- Involve all members in the final decision on the amendment
- Publish the minutes of the decision for public viewing
- Use the State system for updating/uploading amended documents

The deadline for submitting amendments to the State is May 15th of each year.

Consortium Member Allocations and Resources:

As a condition of joining a consortium, members commit to reporting any funds available to that member for the purposes of adult education and workforce services for adults, and the uses of those funds. The Member Allocations Workbook (referred to in Sections 3 and 5 of the Revised Annual Plan template) provide the format for submission. The Workbook will collect information by individual consortium member. Consortium Level allocations data will automatically be compiled by the workbook and show on the Summary Sheet at the beginning of the Workbook.

Consortia allocation, budget, expenditure and progress reporting (New):

AB104 requires that each consortium report budget and expenditures by consortia member, by program area, by AEBG objective, by object code, and file progress reports.

Table of consortia budget, expenditure, and progress reports

Name of Report	Report Level	Details	System Used	Report Due Dates	Notes
Online AEBG Budget & Expenditure Reporting	By Consortia	Budget & Expenditures by Object Code including progress report	Governor’s CTE Initiative	Every Six Months (January & July)	Tracking each allocation (15-16, 16-17, etc.) as a single “grant”
Annual Plan – Section 3	By Member, rolled up to Consortia	Budget & Expenditures by Program Area	AEBG Annual Plan Template	Annually (July)	Will auto filled prior year data for each subsequent plan
Annual Plan – Section 3	By Member, rolled up to Consortia	Budget & Expenditures by Object Code	AEBG Annual Plan Template	Annually (July)	Will auto filled prior year data for each subsequent plan
Annual Plan – Section 5	By Member, rolled up to Consortia	Budget & Expenditures by Objectives	AEBG Annual Plan Template	Annually (July)	Will auto filled prior year data for each subsequent plan

Consortia will be required to report on their expenditures and progress every six months, with the last six month period being a close out period. The reporting calendar will run from July 1, 2015 to June 30, 2018. A tentative reporting schedule is as follows:

Period 1 – Activities - July 1, 2015 to December 31, 2015 – Report due in January 2016

Period 2 - Activities – January 1, 2016 to June 30, 2016– Report due in July 2016

Note: Break out of Annual Expenditures for each member by program area, by objective, and by object code – due July 2016

Period 3 - Activities - July 1, 2016 to December 31, 2016 – Report due in January 2017

Period 4 - Activities – January 1, 2017 to June 30, 2017– Report due in July 2017

Note: Break out of Annual Expenditures for each member by program area, by objective, and by object code – due July 2017

Period 5 - Activities - July 1, 2017 to December 31, 2017 – Report due in January 2018

Period 6 – Close Out Period – February/March 2018.

- * Consortia will also be required to break out annual expenditures for MOE and the Consortia expenditures by the seven program areas, by the five AEBG objectives, and by the seven accounting object codes (1000s to 7000s). A template will be provided which will need to be certified by each fund recipient. This will need to be submitted on an annual basis.
- * AEBG consortia are encouraged to spend their apportionment in the year that funding is received; however consortia are allowed to carry over funding into the next fiscal year. Consortia are required to adhere to the reporting schedule listed above until their funding is exhausted. Check with your fiscal agent/district accounting office on how funds can be carried over.
- * If an AEBG consortium receives apportionment in 2016-17, funding must be tracked and reported separately in the member district's accounting system. Do not co-mingle AEBG 15-16 funding with 16-17 (or 17-18 if appropriated).

Funding Year	Activity Start Date	Reporting	Activity Must End By	Final Report Period Filing Date	Close Out Report Deadline
15-16	7/1/15	Every Six Months	12/31/17	1/31/18	3/1/18
16-17	7/1/16	Every Six Months	12/31/18	1/31/19	3/1/19
17-18*	7/1/17	Every Six Months	12/31/19	1/31/20	3/1/20

* 17/18 funding is pending next year's Governor's Budget Proposal.

Administration and Indirect amounts (New):

Consortium Administration Charges

The AB104 Legislation for AEBG states in Section 84913:

(b) A consortium may use no more than 5 percent of funds allocated in a given fiscal year for the sum of the following:

- (1) The costs of administration of these programs.
- (2) The costs of the consortium.

A consortium may use no more than 5 percent of funds allocated in a given fiscal year for administration activities.

Examples of consortium administration activities:

- Rolling up each member's budget & expenditures for State reporting.
- Breaking out member's budget & expenditures for State reporting.
- Working with fiscal agent(s) to submit budget & expenditures for State Reporting.

- Coordinating the completion of the fiscal administration documentation.
- Ensuring that member decisions are followed through by the fiscal agent(s).
- Submits fiscal deliverables to the State as agreed upon by consortium membership.
- Hiring of consortium level staffing.
- Preparing the payroll for consortium level staffing.

Indirect Rate

K-12 districts and COEs may use their CDE approved indirect cost rate for any AEBG apportioned funding. The indirect cost rate varies by district and is not a set amount. Please check the CDE Indirect Rate website, at the link shown below.

<http://www.cde.ca.gov/fg/ac/ic/>

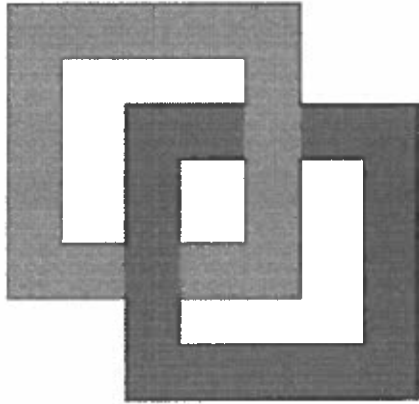
Community College Districts (CCDs) may use up to either their approved indirect cost rate as directed in Code of Federal Regulations (CFR) 200.414 up to the development *minimus* amount as allowed in the CFR.

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-414>

Performance Outcomes:

Please see the AEBG Student Data and Outcome Reporting Instructions. To be released in late March/ early April.

Exhibit C



AEBG

PARTNERING FOR A STRONG
CALIFORNIA WORKFORCE

**Allowable Uses of AB104 Adult
Education Block Grant**

AB104 Adult Education Block Grant

Performance Year: 2015-2016

Funding source: AB104, Section 39, Article 9

Version 2 Release: March 16, 2016

Allowable Uses of AB104 Adult Education Block Grant Funds

All AB104 Adult Education Block Grant (AEBG) expenditures must be reasonable and justifiable. "Reasonable" means that expenditures will be made prudently and with every effort to utilize funds efficiently. "Justifiable" means that expenditures are consistent with AEBG program goals and activities related to the seven program areas as identified in the AB104 Adult Education Block Grant budget language.

Ultimate Responsibility

Ultimately, AB104 regional consortia members (community college district, county office, JPAs and K-12 district) are responsible for allocation decisions. The responsibility cannot be delegated. Members may be audited by the California Department of Audits, the California Department of Education, the Chancellor's Office, or other government agencies with a lawful interest in the expenditure of funds. Expenditures deemed unreasonable and/or unjustifiable will be withheld in future funding distributions or allocations.

AB104 Legislation / Allowable Costs

In order to expend AB104 Adult Education Block Grant funds the following criteria must be followed:

1. The community college district, county office, JPA and K-12 district must be a member of a regional consortium.
2. The member district must be located within the regional boundaries of the consortia as determined by the Chancellor and the Superintendent, with the advice of the executive director.
3. Each regional consortium must have an approved adult education plan (the annual plan template) that addresses the fiscal year in which the funds will be expended.
4. Funds may only be expended in the seven program areas as prescribed in the AB104 budget language (Section 84913).
5. Each regional consortium must have an approved 3-year consortia plan that includes any amendments.
6. Expenditure of AB104 Block Grant Funds must match the objectives and activities listed in the annual plan template for that specific fiscal year.
7. All members shall participate in expenditure decisions made by the consortium.

8. Expenditure decisions are made adhering to the AB104 legislation on public notice and public comment.
9. Expenditure decisions made by consortium members are final and binding.
10. Expenditure decisions are made adhering to the AB104 legislation definitions (see below).

Under the AB104, Section 84901 reads, "For purposes of this article, the following definitions shall apply, unless otherwise specified:"

- (a) "Adult" means a person 18 years of age or older.
- (b) "Consortium" means an adult education consortium approved pursuant to this article.
- (c) "Executive director" means the executive director of the State Board of Education.
- (d) "Program" means the Adult Education Block Grant Program established by Section 84900.

State Requirements (New)

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel.

<http://aebg.cccco.edu/Resources>

Capital Outlay: Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria.

AB104 Performance Accountability and Potential Loss of Funding

The AB104 Adult Block Grant legislation states that "the members of a consortium shall approve an adult education plan at least **once every three years**. The plan shall be updated at least once every year based on available data. The legislation also states that the regional plan that was developed during the AB86 planning phase will satisfy the 3 year planning requirement for 2015-16, 2016-17, and 2017-18.

The legislation also addresses the possibility of a decrease in funding or loss of funding for one or more of the following:

- (1) The member no longer wishes to provide services consistent with the adult education plan;
- (2) The member cannot provide services that address **the needs identified in the adult education plan**;
- (3) The member has **been ineffective in providing services that address the needs identified in the adult education plan** and reasonable interventions have not resulted in improvements.

In AB104, section 40, subsection 84920, the budget language states, "...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". The measures listed in the budget language include (but are not limited to) 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.

Note: additional measures were added relating to transfers.

These performance measures, among others will help determine consortia effectiveness. The AEBG Office may be asked to review performance measures over a three year period to determine the effectiveness of each consortium's 3 year plan. Future funding allocations may be based on this effectiveness. It will be up to each consortium's membership to determine (1) the governance plan and decision making process, (2) the 3 year comprehensive consortium plan, (3) the annual plan for block grant related objectives and activities, (4) data collection, tracking, and reporting processes for student enrollment and progress, and (5) any consortium based tools to monitor plan effectiveness and performance outcomes.

Consortia must consider these factors when allocating funds and approving budgets and expenditures. In order to be as effective as possible, members must be involved in the decision making process to ensure that all expenditures are mindful of their consortium's three year plan/vision and annual plan objectives. 5.4 (32)

Primary Criteria

All allowable costs must meet three primary criteria:

- 1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations.
- 2) The cost must be allocable to the funding source activities.
- 3) The cost must not be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the 3-year consortia plan and the annual plan template of the regional consortia. Otherwise, they are not allowable within that year. Also the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

While the proposed cost is allowable under the funding source is it also reasonable?

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

Note: "reasonable" means that expenditures will be made prudently and with every effort to utilize funds efficiently.

What are the guidelines of Allocable?

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a project director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the 3-year consortia plan and the annual plan template of the regional consortia that have been approved by the AEBG Office. Agencies must be able to document prorated allocated costs against the Adult Education Block Grant.

What is supplanting?

The funds may not free up state or local dollars for other purposes, but should

create or augment programs to an extent not possible without AEBG funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Can Adult Education Block Grant funds be used to pay for Adult Education costs that generate apportionment?

The costs of instruction or other Adult Education services cannot be counted both towards state apportionment and the AEBG. To the fullest extent possible, districts should make every effort to use state apportionment funding for Adult Education services before using block grant funds. When state apportionment funding is not available then the AEBG funds would be an appropriate source of funding to provide additional adult education services. For regional consortia attempting to pilot mix use projects, prior approval will be required from the AEBG Office.

Can funds be used as matching funds for other grants?

If the grant for which AEBG funds are being considered as matching funds is a continuing grant, meaning it was a grant the district had in the prior year then the AEBG must not replace any funds previously used to meet the match requirement. This would be supplanting and not result in increased services. But if the AEBG funds are used to increase the matching funds, possibly resulting in more grant funds, then it is an appropriate use of AEBG funds. Keep in mind that AEBG funds are restricted funds and must be spent in the seven program areas as identified by the AB104 budget language. Some matching grants prohibit the use of restricted funds.

Recommended Best Practices and Practices with Promise

At the time of expenditure, it is recommended that consortia members create written justification that establishes the reasonable and justifiable nexus between a given expenditure and the regional consortia allotment. This is especially important when expenditures are not obviously related to the AEBG goals, or program areas such as credit recovery.

The AEBG Office will review any consortia request for approval. As part of the approval process, the AEBG Office will have each consortium write up the approved request as a Practice with Promise to share with the other regional consortia. This will allow the AEBG Office to highlight approved strategies and practices that will assist regional consortia in meeting the goals of their Adult Education plan. Please see the link to the Practice with Promise website (and submission instructions).

<http://aebgpracticeswithpromise.com/>

Fees

Fees may be charged only when required or authorized by law.

Indirect Costs (New)

Consortium Administration Charges (New)

The AB104 Legislation for AEBG states in *Section 84913*:

(b) A consortium may use no more than 5 percent of funds allocated in a given fiscal year for the sum of the following:

- (1) The costs of administration of these programs.*
- (2) The costs of the consortium.*

A consortium may use no more than 5 percent of funds allocated in a given fiscal year for administration activities.

Examples of consortium administration activities:

- Rolling up each member's budget & expenditures for State reporting.
- Breaking out member's budget & expenditures for State reporting.
- Working with fiscal agent(s) to submit budget & expenditures reports.
- Coordinating the completion of the fiscal administration documentation.
- Ensuring that member decisions are followed through by the fiscal agent(s).
- Submits deliverables to the State as agreed upon by consortium membership.
- Hiring of consortium level staffing.
- Preparing the payroll for consortium level staffing.
- Purchasing any consortium level items.
- Coordinating budgets in collaboration with consortium members, district administrators, and accounting staff.

Indirect Rate (New)

K-12 districts and COEs may use their CDE approved indirect cost rate for any AEBG apportioned funding. The indirect cost rate varies by district and is not a set amount. Please check the CDE Indirect Rate website, at the link shown below.

<http://www.cde.ca.gov/fg/ac/ic/>

Community College Districts (CCDs) may use up to either their approved indirect cost rate as directed in Code of Federal Regulations (CFR) 200.414 up to the development *minimum* amount as allowed in the CFR.

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-414>

Consortium Responsibilities (New)

Project Lead/Co-Chairs

Each consortium must determine what structure they will use to manage their AEBG funding and program activities. Using the State's program guidance, consortia can use multiple leads (co-chairs), a coordinate, point person, lead, and/or director. This decision is made by the consortia membership. Advice on how to reimburse for the consortium related activities for this position can be in consultation with the consortium fiscal agent and/or district accounting representatives.

Project leads/co-chairs voting privileges for consortia decisions are not guaranteed and are to be determined by consortia membership.

Examples of consortium project lead/co-chairs activities:

Programmatic Activities

- Provide coordination leadership in consortia.
- Formalize the open meeting requirement to make sure decisions are approved using the agreed upon governance rules.
- Draft and merge planning narrative/information from members.
- Submit planning and student level data deliverables to the State demonstrating consortium agreement (member sign off).
- Set up, organize, manage, and facilitate consortia related meetings (at various levels). Include travel, events, agendas, and preparation of reports/minutes.
- Submit program related information, best practices, and program progress reports to the State. Including developing marketing material for regional or State use.
- Facilitate relationships with members and partners.
- Assist in the implementation of planning strategies.
- Develop milestones and timelines; tracking goals, outcomes, and other deliverables.
- Respond to State inquires and requests (acting as the region's liaison to the State).

Fiscal Activities

See the list on prior page under "examples of consortium administration activities".

Fiscal Agent

Consortia have multiple options when choosing who will be responsible for receiving AEBG funding from the State. For those consortia using a fiscal agent, it is recommended that financial memorandums of understanding (MOUs) are developed and signed by members to formalize the relationship between a fiscal agent and the consortium members. If a consortium doesn't have a fiscal agent, then non-financial MOUs are recommended to be developed and signed by each consortium member.

It is difficult for the State to determine how each consortium and its members should

record financial allocations, budgets, and expenses. The language in each agreement or MOU varies making it difficult to provide a definitive answer on whether to account for AEBG funding using a Pass-Through Grant Model, a Subagreement for Services Model, or Direct Funding Model. Additionally, the arrangement between consortia fiscal agents and members will continue to evolve as time goes on. Please include your local auditors in this discussion to obtain their input on the most appropriate accounting choice.

Whichever model you choose, please remember the key activities when accounting for AEBG Program Funding.

1. You must process expenses related to the grant as agreed upon by the consortium members and as stated in your regional plan.
2. You must certify that the grant expenditures have been prepared in accordance with the applicable Federal and State regulations.
3. You must work with the consortium to implement fiscal decisions made by the members.
4. The State will only accept one single reporting point from each consortium for submission of AEBG required reports.

Keep in mind, when choosing a fiscal agent or fiscal model; try to answer the following key questions:

- Is their processes responsive to consortium members and follows its direction?
- If you need local board approval – how often do they meet?
- Does this board have a high dollar threshold for items that need to go to the board for approval?
- Does the accounting office turns things around quickly – payments, contracts, MOUs, etc.?
- Are there internal or district policies that are in addition to federal and state regulations for the grant?
- Does this entity have experience in handling grants from state agencies (different than their current state agency)?
- Does this entity have a good track record for regional projects? Is responsive to the State?
- Does this entity work well with Project Lead/Co-Chairs?

Guidance/Reference

Consortia and accounting staff can use the guidance provided in the California School Accounting Manual (CSAM) Procedure 750. Additional guidance can be found in CSAM Procedure 330 under the definition for Object Code 5100, Subagreements for Services. The examples in CSAM Procedure 750 and Procedure 330 should also provide detail examples.

The Web link to the 2013 edition of CSAM is
<http://www.cde.ca.gov/fg/ac/sa/documents/csam2013complete.pdf>.

Coding

5.4 (37)

There are specific coding of adult education activities related to fund, resource code,

and objective. Please see the AEBG website for the FAQs on coding.
<http://aebg.cccco.edu/Resources>

Examples of Allowable Expenditures (specific to AB104)

Sample Expenditures Listed by Objective

Sample expenditures listed by objective include, but are not limited to the following:

Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

The consortium will align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Consortia should address alignment of placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

Examples of allowable expenditures:

- * Program coordination and staff/instructor time
- * Staff/instructor stipends
- * Program and curriculum planning and development
- * Student assessment
- * Articulation
- * Instructional materials and equipment
- * Supplemental instruction and tutoring
- * Counseling, Advising, and other student education planning services
- * Publication and Outreach Material
- * Office supplies
- * Meeting supplies
- * In State Travel
- * Computer Hardware or Software Equipment
- * Assessment for Placement Services
- * Follow-up and Orientation Services
- * Research and contractual services

Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.

Describes the consortium response to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

Activities identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Activities also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The AB86 approved 3 year consortia plan includes the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, the methods for assessing the progress made toward implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

Examples of allowable expenditures:

- * Staff/instructor time for new classes
- * Program coordination and staff/instructor time
- * Staff/instructor stipends
- * Space Use Agreements
- * Classroom reconfiguration
- * Classroom furniture
- * Program and curriculum planning and development
- * Instructional materials and equipment
- * Supplemental instruction and tutoring
- * Counseling, Advising, and other student education planning services
- * Publication and Outreach Material
- * Office supplies
- * Meeting supplies
- * In State Travel
- * Computer Hardware or Software Equipment
- * Follow-up and Orientation Services
- * Research and contractual services

Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

Examples of allowable expenditures:

- * Program coordination and staff/instructor time
- * Staff/instructor stipends
- * Program and curriculum planning and development
- * Articulation
- * Instructional materials and equipment
- * Supplemental instruction and tutoring
- * Counseling, Advising, and other student education planning services
- * Publication and Outreach Material
- * Office supplies
- * Meeting supplies

- * In State Travel
- * Computer Hardware or Software Equipment
- * Follow-up and Orientation Services
- * Research and contractual services

Objective #6: Activities to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

Examples of allowable expenditures:

- * Program coordination and staff/instructor time
- * Staff/instructor stipends
- * Professional Development
- * Publication and Outreach Material
- * Office supplies
- * Meeting supplies
- * In State Travel and Out of State Travel
- * Research and contractual services

Objective #7: Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describes how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with existing members, Local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

Examples of allowable expenditures:

- * Program coordination and staff/instructor time
- * Staff/instructor stipends
- * Space Use Agreements
- * Meeting supplies
- * In State Travel
- * Research and contractual services

Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories

1000: Instructional Salaries, Supervisor’s Salaries, Counselor’s Salaries, and Project Coordinator / Director’s Salaries.

Example: Program Director/Coordinator and Staff - AEBG director/coordinator who has direct responsibility for coordinating the program services, developing and 5.4 (40)

monitoring the program plan and budget, reviewing data submissions to ensure accuracy and completing required program reports. Staff who work directly in the program, all positions -- classified, faculty or administrative -- must directly support program services, as reflected in job descriptions and included in the AB104 3 year Consortium Plan and Annual Plan. The member/consortium must be able to document staff time charged to the program. Costs may include salaries or wages and employee benefits.

Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

2000: Non Instructional Salaries: Classified Staff (non-instructional) Salaries, and Instructional Aides Salaries.

Example - Counseling, Advising, and Other Student Education Planning Services – AEBG members may use funds to pay for counseling, advising, and other education planning services provided to students. This may include salary and benefit costs of staff who provide these services, costs related to the provision of workshops, group counseling or advising sessions, online advising, etc. unless those workshops or group sessions are part of a course that generates apportionment (FTES). AEBG funds cannot be used to pay for services that are provided through an apportionment generating activity.

Example: Orientation Services - Development and delivery of orientation services: this may include staff and materials costs to deliver group orientations, workshops, development of online orientation resources, etc.

3000: Employee Benefits.

4000: Supplies & Material - books, supplies for the adult education program (office), outreach, and recruitment materials.

Example: Publications and Outreach Materials - Reasonable costs to develop and produce materials to promote AEBG services and activities. Examples include materials for orientation and assessment workshops, guides for creating an education plan, brochures about supportive services, etc.

Example: Food and Beverages - funds can be used to provide food or non-alcoholic beverages for students or staff, provided that there is no local board policy prohibiting these costs. Food and beverage costs must be for activities or functions consistent with the objectives of the AEBG 3 year Consortia Plan and the Annual Plan. Funds cannot be used to pay for general activities such as open houses or other events not directly related to AEBG.

5000: Other Operating Expenses and Services – AB104 AEBG related conferences and travel expenses, meeting supplies for AEBG related activities, consultants, subcontractors, speaker fees at AEBG workshops, and leases for AEBG related space and equipment.

6000: Capital Outlay & Equipment - computer hardware/software/printer, space use agreements.

Example: Computer Hardware and Software and Equipment - Members may use program funds to purchase computer hardware, software, and equipment to assist in the delivery of AEBG services if the purchases are included in the AEBG Annual Plan.

These could include education planning software. Equipment purchased by the program that is no longer needed or is being replaced cannot be donated to another non-AEBG program. District policies regarding the use and disposal of surplus equipment must be followed.

Example: Follow-Up Services – AEBG members may use program funds to pay for communication or early alert systems designed to notify students of their academic standing or intervention services that may include related workshops targeting students on probation or facing dismissal.

Example: Assessment for Placement Services - Purchase of assessment tests and the implementation of multiple measures used for course placement, career assessments, assessment center staff, test proctors, communication to students, practice tests, etc. This may include evaluators or other staff who collect and review of multiple measures data, such as transcripts from other schools, military service and work experience, and specialized certificates and licenses.

Examples of Allowable Expenses by AB104 Types of Activities

Program and curriculum planning and development: Development of an AEBG tutoring program. Development of an AEBG curriculum planning guide.

Development of an AEBG drop in peer help center. Development of online distance education courses for AEBG students. Curriculum development for AEBG courses, including new courses.

Student assessment: Purchase of computers and equipment such as scanners, to assess AEBG student abilities. Purchase of software and licenses for assessment. Salary of non-instructor hired to administer AEBG assessment tests. Development and implementation of assessment intervention programs. Research and development methods for assessment preparation.

Advisement and counseling services: Salary of AEBG advisor or counselor. Salary of AEBG mentor. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of an AEBG email list that delivers adult education information to adult education students. Direct advising and counseling services for adult education students. Embedded counseling in adult education courses. Counseling and advising in support of adult education courses.

Supplemental instruction and tutoring: Purchase of a web-based interactive program of supplemental instruction for AEBG. Purchase of training videos, or online 5.4 (42)

training videos, or similar that supplement AEBG instruction. Direct tutoring to adult education students in AEBG areas. Supplemental instruction for AEBG students.

Salary of teaching assistants assisting AEBG instructors.

Articulation: Cost of studies that evaluate applicable English and mathematics courses, to identify important points of instruction to include in AEBG course curriculum. Support for AEBG faculty/teachers to attend or host meetings and discussions on course alignments and student preparation as these pertain to AEBG courses. Stipends for meetings, portfolio sharing, and discussions on course alignment and curriculum.

Instructional materials and equipment: Purchase of learning materials and equipment that support AEBG students. The costs for safe storage of AEBG supplies, equipment, instructional materials, and similar. Purchase of textbooks and learning materials used in AEBG courses. Purchase of AEBG instructional software. All learning materials and equipment that support AEBG courses and students. Purchase of computers to assess AEBG abilities.

Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of materials distribution across a variety of media, to AEBG students. Purchase of a web-based interactive program of supplemental instruction for AEBG courses. Purchase of training videos that supplement AEBG instruction.

Coordination: Salary of AEBG coordinator, or assistants, or project leads for hours of service provided, not to supplant a teaching salary. Cost of seminars to raise AEBG awareness among faculty. Cost of a consultant providing services to create, coordinate, and implement AEBG programs.

Research: Purchase of electronic support equipment, hardware and/or software for in-class use by AEBG students, used to capture data. Salary of qualified researcher hired to quantitatively assess AEBG student data against outcomes of success. Cost of creating a safe storage process for AEBG research data. Expanded bandwidth of research capabilities and services related to AEBG data systems and queries.

Professional development: Travel to events whose training will directly benefit AEBG students, will enhance AEBG instructor capabilities, or both. Replication of AEBG related training, provided by attendees who return to their schools to share this knowledge with their peers. Cost of seminars to raise AEBG awareness among faculty/teachers. Cost of an AEBG professionals/consultants providing services to create, coordinate, implement, and improve AEBG programs. Workshop, conferences, and seminars attendance directly related to AEBG programs and students. Support for learning communities for professional development for 5.4 (43)

faculty/teachers to learn AEBG best practices.

Example of Expenses Not Allowed or that Need Prior Approval (specific to AB104) include, but are not limited to:

1. Construction

Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria

2. Other Staff Salaries and Benefits

Program funds cannot be used to pay for any staff that does not directly support the AEBG services described in the consortium's approved plan.

3. Political or Professional Dues, Memberships, or Contributions

Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

4. Unrelated Travel Costs

Program funds may not be used for the cost of travel not directly related to program activities or functions.

5. Vehicles

Any funds used to purchase vehicles needs to have prior approval by the AEBG Office.

6. Clothing

Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible – i.e. aprons for a culinary class, welding helmets, etc.

7. Entertainment Costs

Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. 5.4 (44)

8. Fines and Penalties

Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

9. Travel

Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel.

<http://aebg.cccco.edu/Resources>

Out of Country Travel: The AEBG Office has determined that Out-of-Country travel will not be an allowed via this funding source.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 17, 2017
Re:	First Reading of Board Policy		
Action:	Information		

BACKGROUND

Government Code 8855 outlines the requirements of public agencies with respect to debt issuance and management. Senate Bill 1029, an act to amend this section, added additional requirements effective January 1, 2017. The Rancho Santiago Community College District (RSCCD) is required to meet these requirements in the process of the sale of any future bonds.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. CCLC recently created this new board policy and provided districts with the suggested language to comply with the requirements of Government Code Section 8855, added by Senate Bill 1029, effective January 1, 2017. The administration recommends BP 6307 – Debt Issuance and Management be adopted by the Board and is presenting this policy for a first reading.

RECOMMENDATION

This policy is presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	July 17, 2017
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

BP 6307 Debt Issuance and Management

References:

Government Code Section 8855

The Chancellor shall establish procedures to ensure the District is professionally managing its debt and fulfills its annual debt issuance reporting requirements to the California Debt and Investment Advisory Commission.

Procedures shall include:

- The purposes for which the debt proceeds may be used.
- The types of debt that may be issued.
- The relationship of the debt to, and integration with, the District's capital improvement program or budget, if applicable.
- Policy goals related to the District's planning goals and objectives.
- The internal control procedures that the District has implement, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Adopted: xx, 2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: July 17, 2017
Re: Adoption of Board Policies	
Action: Request for Approval	

BACKGROUND

The Board Policy Committee met on May 23, 2017 and reviewed the revised policies. These policies were presented to the Board for a First Reading on June 12, 2017 and are now presented for adoption.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations:

- BP 2015 – Student Member
- BP 2340 – Agendas
- BP 2345 – Public Participation at Board Meetings
- BP 3430 – Prohibition of Harassment
- BP 3820 – Gifts
- BP 7365 – Discipline and Dismissal – Classified Employees
- BP 7310 – Nepotism

RECOMMENDATION

It is recommended that the Board adopt the revised policies.

Fiscal Impact: None	Board Date: July 17, 2017
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Debra Gerard, Executive Assistant to the Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BP 2015 Student Member

Reference:

Education Code Section 72023.5

The Board shall include one student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of six (6) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 2105.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings and reimbursement for approved travel (see BP 2735) to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board.

The student member shall not be liable for any acts of the Governing Board. The student member shall be bound by Code of Ethics/Standards of Practice (BP 2715).

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters concerning student discipline;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425;
- The privilege to serve a term commencing on May 15
- The privilege to serve on Board committees.

Revised: March 24, 2014 (Previously BP9006)

Revised: July 17, 2017

BP 2340 Agendas

References:

Education Code Sections 72121, 72121.5
Government Code Sections 54954 et seq., 6250 et seq.

An agenda shall be posted adjacent to the place of meeting as well as on the District's internet website at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an "emergency situation" as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a board meeting by submitting a written summary of the item to the Chancellor. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

Agendas shall be developed by the Chancellor in consultation with the Board President.

Individual Board members who wish to place matters on the agenda shall consult with the Board President, who shall confer with the Chancellor on the request.

Agenda items submitted by members of the public must be received by the office of the Chancellor 10 working days prior to the regularly scheduled board meeting.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90 day period following the initial submission. See Administrative Regulation 2340.

Revised: October 8, 2012 (Previously BP9015)

Revised: July 17, 2017

BP 2345 Public Participation at Board Meetings

References:

Education Code 72121.5
Government Code Sections 54954.3, 54957.5

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

- There will be a time at each regularly scheduled board meeting for the general public to discuss items not on the agenda. Members wishing to present such items shall submit a written request at the beginning of the meeting to the Chancellor that summarizes the item and provides his or her name, address or college of attendance, and organizational affiliation, if any. To ensure a non-English speaking individual receives the same opportunity to directly address the Board, they will be provided twice the time allocated for an individual speaker. No action may be taken by the Board on such items.
- Members of the public may place items on the prepared agenda in accordance with Board Policy 2340. A written summary of the item must be submitted to the Chancellor at least 10 working days prior to the board meeting. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

Members of the public also may submit written communications to the Board on items on the agenda and speak to agenda items at the board meeting. Written communication regarding items on the Board's agenda should reach the office of the Chancellor not later than 1 working day prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Revised: October 8, 2012 (Previously BP9014)

Revised: July 17, 2017

BP 3430 Prohibition of Harassment

References:

Education Code Sections 212.5, 44100, 66252, and 66281.5
Government Code Sections 12940 and 12950.1
Title 2 Sections 10500 et seq.
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees, students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, employee, unpaid intern, or volunteer who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AR 3435. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, unpaid interns, volunteers and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, employees, unpaid interns and volunteers in all administrative offices and shall be posted on the District's website.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related procedures may be subject to disciplinary measures up to and including termination from the internship or other unpaid work experience program.

Adopted: August 19, 2013
Revised: June 15, 2015
References Updated: November 7, 2016
Revised: July 17, 2017

BP 3820 Gifts

Reference:

Education Code 72205

The Governing Board may accept on behalf of the district any bequest or gift of money or property for a purpose deemed by the Governing Board to be suitable and in support of the district's academic mission, and to utilize such money or property so designated.

The Chancellor shall establish procedures for district acceptance of gifts, grants and bequests, and shall establish criteria for usability and maintenance. Gifts which entail high maintenance costs shall be avoided.

All gifts shall be accepted on behalf of the district as a whole, not by a particular department. At the discretion of the Chancellor, the gift may be used in a particular facility.

Equipment gifts will not be replaced with district funds; if replacement is desired, the items will be submitted for consideration under new equipment.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the District of a product, enterprise or entity.

Revised: September 9, 2013 (Previously BP3208)

Revised: July 17, 2017

BP 7365 Discipline and Dismissal - Classified Employees

References:

Education Code Section 88013
Government Code Sections 3300 et seq.

The Chancellor shall enact procedures for the disciplinary proceedings applicable to permanent classified employees of the District. Such procedures shall conform to the requirements of the Education Code and may be delineated in the appropriate collective bargaining agreement.

The Board's determination of the sufficiency of the cause for disciplinary action of a classified employee shall be final.

No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent, or for any cause that arises more than two years preceding the date of the filing of any charge against the employee, unless that cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee shall have disclosed the facts to the district.

Adopted October 28, 2013 (Previously AR4319)

Revised: July 17, 2017

BP 7310 Nepotism

Reference:

Government Code Sections 1090 et seq. and 12940 et seq.

The District does not prohibit the employment of relatives (or domestic partners as defined by Family Code Sections 297 et seq.) in the same department or division, with the exception that they shall not be assigned to a regular position within the same department, division or site that has a family member who is in a position to recommend or influence personnel decisions.

Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, discipline, demotion, or salary of the relative or domestic partner as defined by Family Code Sections 297 et seq.

For the purposes of this policy, a relative shall be a spouse, domestic partner, parent, child, grandchild, sibling, aunt, uncle, cousin, niece, nephew, or in-laws. A parent, child, grandchild or sibling of a domestic partner shall also be considered an in-law. Persons related by blood or marriage living in the same household and foster parents/children are also considered to be relatives.

This policy would require, as soon as possible, the reassignment of one employee, to a comparable position when two employees get married or form a domestic partnership and a supervisory or evaluative relationship exists between the positions held by the employees.

The District will also make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest. Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place relatives in the same department, division or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.

Revised: October 28, 2013 (Previously BP4118)

Revised: July 17, 2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
July 17, 2017

MANAGEMENT

Revised Job Descriptions/Attachment #1-2

Associate Dean
Student Development
Academic Administrator
Grade Level D

Campus Budget Manager
Classified Supervisory
From: Grade Level H
To: Grade Level F

Appointment

Tran, Sheena D.
Assistant Dean
Financial Aid, Scholarships & Veterans
Enrollment & Support Services
Santiago Canyon College

Effective: July 11, 017
Salary Placement: E-6 \$125,738.74/Year
(Requisition #AC17-0614)

Appointment to Interim Assignment/Employment of Retired STRS Member

Gusman, Francis
Interim Vice President
Student Services
Santa Ana College

Effective: August 21, 2017
(Not to Exceed 77 Days)
Salary Placement: A-1 \$559.75/Day

Lugo, Victoria
Interim Dean
Counseling Division
Student Services
Santa Ana College

Effective: August 21, 2017
(Not to Exceed 82 Days)
Salary Placement: B-1 \$524.00/Day

Interim Assignment

Allison, Angela
Interim Director, Small Business Initiative
Educational Services
District Office

Effective: July 1, 2017 – June 30, 2018
Salary Placement: F-7 \$58.75/Hour

MANAGEMENT (CONT'D)

Interim Assignment (cont'd)

Arteaga, Elizabeth
Interim Associate Dean
Business & Career Technical
Education Division
Santiago Canyon College

Effective: May 29, 2017 – June 30, 2018
Salary Placement: D-1 \$109,400.19/Year

Linthicum, Steven
Interim Director, Information Communications
Technology/Digital Media Initiative
Educational Services
Digital Media Center

Effective: July 3, 2017 – June 30, 2018
Salary Placement: F-7 \$58.75/Hour

Serna, Israel
Interim Director, Small Business
Development Center
Educational Services
District Office

Effective: June 22, 2017 – June 30, 2018
Salary Placement: F-4 \$50.75/Hour

Extension of Interim Assignment

Babeshoff, Ruth
Interim Vice President
Student Services
Santiago Canyon College

Effective: July 1, 2017 – June 30, 2018
Salary Placement: A-7 \$171,394.03/Year

Coto, Jennifer
Interim Dean
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 1, 2017 – June 30, 2018
Salary Placement: B-7 \$160,437.30/Year

Jordan, Loretta
Interim Dean
Student Affairs
Santiago Canyon College

Effective: July 1, 2017 – June 30, 2018
Salary Placement: B-5 \$148,321.77/Year

Steffens, John
Interim Associate Dean
Student Development
Santa Ana College

Effective: July 1 – December 30, 2017
Salary Placement: D-1 \$109,400.19/Year

MANAGEMENT (CONT'D)

Adjusted Salary Placement

Pacheco, Manuel R.

Lieutenant

District Safety & Security

Santiago Canyon College

Effective: July 1, 2017

From: H-2 \$85,349.40/Year

To: H-6 \$103,747.98/Year

FACULTY

2017/2018 CEFA Permanent Hourly Salary Schedule/Attachment #3

Appointment

Bui, Annette

Assistant Professor/Counselor

Extended Opportunities Programs & Services

Student Services

Santa Ana College

Effective: July 31, 2017

Tentative Salary Placement: II-5 \$70,953.74/Year

(Requisition #AC17-0602)

Lopez Mercedes, Jose

Assistant Professor, English as a

Second Language

Continuing Education Division/CEC

Santa Ana College

Effective: August 21, 2017

Tentative Salary Placement: II-3 \$59,559.05/Year

(Requisition #AC17-0601)

McKenna-Sallade, Dawn

Assistant Professor, Occupational

Therapy Assistant Program

Human Services & Technology Division

Santa Ana College

Effective: August 21, 2017

Tentative Salary Placement: II-3 \$59,559.05/Year

(Requisition #AC17-0600)

Nguyen, Steven

Assistant Professor, Chemistry

Mathematics & Sciences Division

Santiago Canyon College

Effective: August 21, 2017

Tentative Salary Placement: VII-3 \$73,332.29/Year

(Requisition #AC17-0616)

Oh, Suanne

Assistant Professor, Mathematics

Science, Mathematics & Health

Sciences Division

Santa Ana College

Effective: August 21, 2017

Tentative Salary Placement: II-3 \$59,559.05/Year

(Requisition #AC17-0611)

Peraza, Daniel

Assistant Professor/Counselor

Counseling Division

Santa Ana College

Effective: July 31, 2017

Tentative Salary Placement: III-3 \$68,342.66/Year

(Requisition #AC17-0605)

FACULTY (CONT'D)

Appointment (cont'd)

Ramirez, Adriana
Assistant Professor, History
Humanities & Social Sciences Division
Santa Ana College

Effective: August 21, 2017
Tentative Salary Placement: II-3 \$59,559.05/Year
(Requisition #AC16-0590)

Smith, Sean
Assistant Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 21, 2017
Tentative Salary Placement: III-3 \$62,691.19/Year
(Requisition #AC17-0611#01)

Hiring of Long-term Substitute per Education Code 87481 & 87482

Allenegui, Jeanell
Long-Term Substitute Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 7, 2017 – June 29, 2018
Salary Placement: II-3 \$49.54/Hour

Final Salary Placement

Ortiz, Rebecca
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 21, 2017
Salary Placement: VII-7 \$83,541.97/Year
(Requisition # AC17-0591)

Thornton, Shantel
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 21, 2017
Final Salary Placement: VI-11 \$90,910.11/Year
(Requisition #AC17-0606)

Leave of Absence

Armbruster, Lynda
Professor, Computer Information
Systems/Computer Science
Business & Career Technical
Education Division
Santiago Canyon College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 03.00 LHE

FACULTY (CONT'D)

Leave of Absence (cont'd)

Brooks, Debra
Professor, Physical Science/Earth
Science/Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 03.00 LHE

Carr-Rollitt, Lucy
Professor/Learning Disabilities Specialist
Disabled Students Programs & Services
Enrollment & Support Services Division
Santiago Canyon College

Effective: August 21, 2017 – June 1, 2018
Reason: Banked Leave Withdrawal: 34.50 LHE
(17 LHE-Fall 2017 & 17.5 LHE-Spring 2018)

Gaer, Susan
Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: August 21 - December 21, 2017
Reason: Banked Leave Withdrawal – 14.97 LHE
(Contract Reduced to 99.8%)

Galvan, Javier
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 15.00 LHE

Harding, Glen
Professor, Computer Science
Business Division
Santa Ana College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 15.00 LHE

Kessler, Ron
Professor, Computer Science
Business & Career Technical
Education Division
Santiago Canyon College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 09.00 LHE

Marecek, Lynn
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 10.00 LHE

Orr, Estelle
Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: August 21 – December 16, 2017
Reason: Banked Leave Withdrawal – 00.30 LHE

FACULTY (CONT'D)

Leave of Absence (cont'd)

Ortiz, Consuelo
Master Teacher
CEC Child Development Center (Valley High School)
Child Development Services
District
Effective: August 21 – September 17, 2017
Reason: Maternity Leave

Parrella, Michael
Professor, Political Science
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 21, 2017 – June 2, 2018
Reason: Banked Leave Withdrawal – 30.00 LHE

Santamaria, Sandra
Master Teacher, Early Head Start
Child Development Services
District Office
Effective: July 22 – September 3, 2017
Reason: Maternity

Solheid, Christa
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: January 29, 2017 – June 2, 2018
Reason: Banked Leave Withdrawal – 15.00 LHE

Trone, Jinhee
Professor, Accounting
Business Division
Santa Ana College
Effective: January 29 – June 2, 2018
Reason: Banked Leave Withdrawal – 03.00 LHE
(Concurrent with Sabbatical Leave)

Viera, Violeta
Assistant Professor/Counselor
Continuing Education Division/CEC
Santa Ana College
Effective: July 24 – September 4, 2017
Reason: Maternity Leave

Viera, Violeta
Assistant Professor/Counselor
Continuing Education Division/CEC
Santa Ana College
Effective: July 24 – October 13, 2017
Reason: Family Medical Leave Act

Ratification of Resignation/Retirement

Carr-Rollitt, Lucy
Professor/Learning Disabilities Specialist
Disabled Students Programs & Services
Enrollment & Support Services Division
Santiago Canyon College
Effective: June 1, 2018 (Last Day)
Reason: Retirement

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Gaer, Susan
Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: December 21, 2017 (Last Day)
Reason: Retirement

Harding, Glen
Professor, Computer Science
Business Division
Santa Ana College

Effective: December 16, 2017 (Last Day)
Reason: Retirement

Parrella, Michael
Professor, Political Science
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: June 2, 2018 (Last Day)
Reason: Retirement

Contract Extension Days for 2016/2017

Brown, Angela
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 12 – June 30, 2017
Contract Extension: 2 Days
Amount: \$536.14/Day

Castellanos, Mary
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 12 – June 30, 2017
Contract Extension: 4 Days
Amount: \$588.52/Day

Frias, Rodolfo
Professor/Counselor
Continuing Education Division
Santiago Canyon College

Effective: June 26 – June 30, 2017
Contract Extension: 4.5 Days
Amount: \$569.42/Day

Gallego, Jr., Robert
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 12 – June 30, 2017
Contract Extension: 4 Days
Amount: \$489.85/Day

Gilmour, Dennis
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 12 – June 30, 2017
Contract Extension: 5 Days
Amount: \$574.38/Day

FACULTY (CONT'D)

Contract Extension Days for 2016/2017 (cont'd)

Gonzalez, Haydee Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 2 Days Amount: \$374.33/Day
Hernandez, Rosalba Assistant Professor/Counselor Continuing Education Division Santiago Canyon College	Effective: June 12 – June 30, 2017 Contract Extension: 7 Days Amount: \$412.52/Day
Macintyre, Michelle Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 3 Days Amount: \$466.10/Day
Nguyen, Thu T. Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 1 Days Amount: \$451.63/Day
Nguyen, Thu Van T. Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 3 Days Amount: \$555.27/Day
Pastrana, Leo Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 2 Days Amount: \$387.11/Day
Pineda, Maribel Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 12 – June 30, 2017 Contract Extension: 3 Days Amount: \$400.67/Day
Salazar de la Torre, Rosa Professor/Counselor Continuing Education Division Santiago Canyon College	Effective: June 14 – June 30, 2017 Contract Extension: 5.5 Days Amount: \$503.42/Day

FACULTY (CONT'D)

Additional Contract Extension Days for 2017/2018

Madrigal, Romelia
Professor/Coordinator, Upward Bound
Student Affairs
Santa Ana College
July 1, 2017 – June 30, 2018
Contract Extension: 20 Days
Amount: \$451.04/Day
(Project #1719)

Beyond Contract/Overload Stipend

Adams, Richard
Professor, English
Arts, Humanities & Social
Sciences Division
Santiago Canyon College
Effective: June 9, 2017
Amount: \$500.00
Reason: Program Development-English
(Project #2058)

Beltran, Jennie
Assistant Professor, Biology
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: June 9, 2017
Amount: \$1,000.00
Reason: Staff Development-Biology
(Project #3440)

Bradley, Kyle
Assistant Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: May 19, 2017
Amount: \$550.00
Reason: Program Development-Math
(Project #2549)

Briones, Michael
Assistant Professor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: June 19, 2017
Amount: \$250.00
Reason: Curriculum Development-Distance Education
(Project #3201)

Coyne, Claire
Professor, Geology
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: June 19, 2017
Amount: \$250.00
Reason: Curriculum Development-Distance Education
(Project #3201)

Dinh-Mahavongtrakul, Minhan
Assistant Professor, Biology
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: June 19, 2017
Amount: \$1,500.00
Reason: Curriculum Development-Distance Education
(Project #2561)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Elchlepp, Elizabeth Professor, English Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: June 9, 2017 Amount: \$500.00 Reason: Program Development-English (Project #2058)
Evelt, Corinna Professor, English Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: June 9, 2017 Amount: \$500.00 Reason: Program Development-English (Project #2058)
Hager, Benjamin Assistant Professor, Math Science, Mathematics & Health Sciences Division Santa Ana College	Effective: May 19, 2017 Amount: \$550.00 Reason: Program Development-Math (Project #2549)
Jenkins, Crystal Professor, Chemistry Science, Mathematics & Health Sciences Division Santa Ana College	Effective: June 9, 2017 Amount: \$1,000.00 Reason: Staff Development-Chemistry (Project #3440)
King, Judith Assistant Professor/Librarian Fine & Performing Arts Division Santa Ana College	Effective: June 19, 2017 Amount: \$250.00 Reason: Curriculum Development-Distance Education (Project #2549)
Leeds, Kelvin Professor, Math Science, Mathematics & Health Sciences Division Santa Ana College	Effective: June 9, 2017 Amount: \$1,500.00 Reason: Staff Development-Math (Project #3440)
Lennertz, William Professor, English Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: June 9, 2017 Amount: \$500.00 Reason: Program Development-English (Project #2058)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Luppani, Maria F. Effective: June 19, 2017
Professor, Kinesiology Amount: \$3,000.00
Kinesiology, Health & Reason: Curriculum Development-Distance Education
Athletics Division (Project #3201)
Santa Ana College

Luppani, Maria F. Effective: June 19, 2017
Professor, Kinesiology Amount: \$1,000.00
Kinesiology, Health & Reason: Curriculum Development-Distance Education
Athletics Division (Project #2549)
Santa Ana College

Marecek, Lynn Effective: May 19, 2017
Professor, Math Amount: \$250.00
Science, Mathematics & Reason: Program Development-Math
Health Sciences Division (Project #2549)
Santa Ana College

McKowan-Bourguignon, Lisa Effective: May 19, 2017
Associate Professor, Math Amount: \$550.00
Science, Mathematics & Reason: Program Development-Math
Health Sciences Division (Project #2549)
Santa Ana College

Meier, Krystal Effective: May 19, 2017
Professor, Math Amount: \$550.00
Science, Mathematics & Reason: Program Development-Math
Health Sciences Division (Project #2549)
Santa Ana College

Mishal, Amit Effective: May 19, 2017
Assistant Professor, Math Amount: \$550.00
Science, Mathematics & Reason: Program Development-Math
Health Sciences Division (Project #2549)
Santa Ana College

Morris, Aaron Effective: June 19, 2017
Associate Professor, Biology Amount: \$1,500.00
Science, Mathematics & Reason: Curriculum Development-Distance Education
Health Sciences Division (Project #2561)
Santa Ana College

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Ro, Kelly
Assistant Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: May 19, 2017
Amount: \$550.00
Reason: Staff Development-Math
(Project #2549)

Sill, Kenneth
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: June 9, 2017
Amount: \$1,000.00
Reason: Staff Development-Math
(Project #3440)

Sill, Kenneth
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: May 19, 2017
Amount: \$250.00
Reason: Staff Development-Math
(Project #2549)

Solheid, Christa
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: May 19, 2017
Amount: \$550.00
Reason: Staff Development-Math
(Project #2549)

Vu, Dahlia
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: May 19, 2017
Amount: \$550.00
Reason: Staff Development-Math
(Project #2549)

Adjusted Effective Date

Hester, Becky
Instructor, Computer Science
Business Division
Santa Ana College

From: February 14, 2017
To: February 17, 2017

Part-time New Hire/Rehire

Ballardo, Theresa S.
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: August 14, 2017 to June 30, 2018
Stipend Amount: \$24,000.00

FACULTY (CONT'D)

Part-time New Hire/Rehire (cont'd)

Campbell, Michael J.
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 21, 2017
Hourly Lecture/Lab Rates: IV-5 \$70.84/\$63.76

Dombroske, Leona
Instructor, Pharmacy
Human Services & Technology Division
Santa Ana College

Effective: June 19, 2017
Hourly Lecture/Lab Rates: IV-4 \$67.47/\$60.72

Flores, Abner E.
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: August 14, 2017 to June 30, 2018
Stipend Amount: \$24,000.00

Garcia, Francisco M.
Instructor, IEP/HSS/ESL/ABE
Continuing Education Division (OEC)
Santiago Canyon College

Effective: July 3, 2017
Hourly Lecture Rate: II-3 \$49.91

Garcia, Kathryn L.
Instructor, Fashion, Design & Merchandising
Human Services & Technology Division
Santa Ana College

Effective: August 21, 2017
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.49

Ho, Jen Y.
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 28, 2017
Hourly Lecture Rate: II-3 \$58.29

Khan, Amir T.
Instructor, Computer Science
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 21, 2017
Hourly Lecture/Lab Rates; II-3 \$58.29/\$52.46

Lucatero, Gustavo
Counselor
Counseling & Student Support Services Division
Santiago Canyon College

Effective: June 27, 2017
Hourly Rate: II-3 \$49.54

FACULTY (CONT'D)

Part-time New Hire/Rehire (cont'd)

Manzano, Margaret
Instructor, Business Applications/Technology
Business Division
Santa Ana College

Effective: August 21, 2017
Hourly Lecture Rate: I-3 \$55.51

Rozenek, Ralph
Instructor, Fire Academy/Wellness
Human Services & Technology Division
Santa Ana College

Effective: June 28, 2017
Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83

Sandler, Adam L.
Instructor, Criminal Justice/Custody & Weapons
Human Services & Technology Division
Santa Ana College

Effective: July 17, 2017
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Stewart, Shane
Instructor, Criminal Justice/Traffic Enforcement
Human Services & Technology Division
Santa Ana College

Effective: July 17, 2017
Hourly Lecture/Lag Rates: I-3 \$55.51/\$49.96

Tarnay, Lorena M.
Instructor, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: July 10, 2017
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Trama, Amanda M.
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: August 14, 2017 to June 30, 2018
Stipend Amount: \$24,000.00

Williams, Steven W.
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: July 17, 2017
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Williamson, Lindsey L.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 21, 2017
Hourly Rate: II-3 \$58.29

FACULTY (CONT'D)

Non-paid Instructors of Record

Favela, Michael D. Effective: July 10, 2017
Instructor, Apprenticeship/Electrical (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Sonner, Paul A. Effective: July 3, 2017
Instructor, Apprenticeship/Carpentry (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Torres, Jose A. Effective: July 17, 2017
Instructor, Criminal Justice/Fullerton Police Dept. (equivalency)
Human Services & Technology Division
Santa Ana College

Non-paid Intern Service

Alfaro, David Effective: July 18, 2017 – June 30, 2018
Counseling Intern College Affiliation: CSU, Long Beach
Counseling Division Discipline: Student Development
Santa Ana College

Capellino, Yesenia Effective: July 18, 2017 – June 30, 2018
Counseling Intern College Affiliation: CSU, Long Beach
Counseling Division Discipline: Counseling
Santa Ana College

Church, Lindsey Effective: July 18, 2017 – June 30, 2018
Counseling Intern College Affiliation: University of Redlands
Counseling Division Discipline: Counseling
Santa Ana College

Jennings, Caylie Effective: July 18, 2017 – February 15, 2018
Athletic Training Intern College Affiliation: Chapman University
Kinesiology
Math & Sciences Division
Santiago Canyon College

King, Tyler Effective: July 18, 2017 – June 30, 2018
Athletic Training Intern College Affiliation: Chapman University
Kinesiology Discipline: Athletic Training
Mathematics & Sciences Division
Santiago Canyon College

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Le, Sophia Counseling Intern Counseling Division Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Long Beach Discipline: Social Work
Madru, Lyndsay Counseling Intern Counseling Division Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Long Beach Discipline: Counseling
Morgan, Shae Athletic Training Intern Kinesiology, Health & Athletics Division Santa Ana College	Effective: August 2 – December 18, 2017 College Affiliation: CSU, Long Beach
Muldoon, Traci Public Affairs Intern Public Affairs & Publications District	Effective: August 17 – December 8, 2017 College Affiliation: CSU, Fullerton Discipline: Communications
Nguyen, Kevin Duy Phong Counseling Intern Counseling Division Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Long Beach Discipline: Counseling
Nguyen, Kevin Khoa Counseling Intern Counseling Division Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Long Beach Discipline: Social Work
Reyes, Nancy Human Services Intern Talent Search Student Affairs Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Fullerton Discipline: Human Services
Sanchez, Janet Human Services Intern Talent Search Student Affairs Santa Ana College	Effective: July 18, 2017 – June 30, 2018 College Affiliation: CSU, Fullerton Discipline: Human Services

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Schultz, Tiffany
Counseling Intern
Counseling Division
Santa Ana College

Effective: July 18, 2017 – June 30, 2018
College Affiliation: CSU, Long Beach
Discipline: Counseling

Soeun, Nada
Counseling Intern
Counseling Division
Santa Ana College

Effective: July 18, 2017 – June 30, 2018
College Affiliation: University of Redlands
Discipline: Counseling

Vazquez, Kenia
Human Services Intern
Extended Opportunities Programs
& Services
Student Services
Santa Ana College

Effective: August 28 – December 15, 2017
College Affiliation: CSU, Dominguez Hills
Discipline: Human Services

ASSOCIATE DEAN, STUDENT DEVELOPMENT

CLASS SUMMARY

Overall responsibility to the Vice President/Student Services for the supervision and administration of all services and programs provided at Santa Ana College through the Office of Student Development. Includes all assigned personnel and all related records and reports; performs other duties as assigned.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF STUDENT DEVELOPMENT SERVICES

Overall supervision of the Student Development staff and functions including the Student Conduct and Discipline for Santa Ana College's credit and non-credit students, the Santa Ana College Commencement Program, the Student Activities Office, including the Associated Student Government and Inter-Club Council at Santa Ana College, the Student Leadership Institute, the Service Learning Center, coordinated support for the SCE student leadership programs, and others as appropriate. This position has a leadership role in convening, training, integrating, and deploying Santa Ana College's Behavioral Assessment Team (in conjunction with RSCCD Safety and Security). Coordinates across the college in terms of developing and expanding opportunities for growth, learning, and leadership among students. Supports the identification and onboarding of student leaders that participate in governance committees and college and District activities where student voice is critically important. Plans, develops, staffs and evaluates all programs and services, and has substantial responsibility for college special events and related programs.

Reviews programs, services, activities and expenditures for compliance with applicable state and federal law, regulations and guidelines, District policy, procedure and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Responsible for or effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all personnel in the unit; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of assigned staff, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for handling student personnel, program, and staff-related complaints and resolving conflicts regarding all program areas; interprets and recommends policies and programs to address student needs in areas of responsibility.

BUDGET/FUNDING

Responsible for timely and accurate preparation, submission and administration of budget for assigned programs and functions; has substantial responsibility for reporting and accounting for categorical funding of programs and related reports; and seeks additional and alternative funding for programs and activities.

ASSOCIATE DEAN, STUDENT DEVELOPMENT
DESIRABLE QUALIFICATION GUIDE (CONT'D)

PLANNING

Responsible for planning courses, special events, programs, scheduling classes and work schedules in response to demand, and developing annual budget, goals, activities and outcomes for all Student Development functions.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions and activities, as well as community support organizations and on state and national boards and committees to articulate, enhance and improve college programs, offerings, funding and assets.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for advising, chairing and supervising service area and college/district-wide committees and task forces.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and staff assigned in areas of responsibility; substantial responsibility for procurement, expenditure and accounting for funding in compliance with applicable law and policy, and for submission of reports.

Resolves student complaints, problems, conflicts, and special needs to maximize performance and access to programs.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Possesses a Master's degree; and one year of formal training, internship, or leadership experience responsibly related to this administrative assignment; or a valid California Administrative or Supervisory Credential authorizing service at the community college level.

Required Skills: Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, supervise staff, analyze and apply laws, rules and regulations, build consensus and organize programs and services to meet changing needs.

Board Approval Date: July 17, 2017

CAMPUS BUDGET MANAGER

CLASS SUMMARY

Under the direction of the Vice President, Administrative Services, plan, organize, coordinate and direct the College's budget functions; develop, implement and evaluate budget development, preparation and maintenance procedures and assure appropriate documentation and records maintenance; develop and implement processes designed to account for the expenditure and proper control of expenses; oversee the Student Business Office financial operations; train, supervise and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES

Plan, organize, and coordinate the college budget development process; Oversee the timely and accurate preparation of a variety of financial reports; Assists with preparing and authorizing budget transfers, requests for reimbursement and coding of purchase and personnel requisitions, assuring compliance with Title 5 regulations, community college budget and accounting manual, and district policy; oversees the day to day financial operations and activities for Student Business Office ; cash transactions, check disbursements, posting of journal entries, budget changes, bank reconciliation and preparation of financial reports as needed; develop and implement policies and procedures for cash control and check disbursements, coordinates the preparation of annual budgets for diversified student body in cooperation with students, student affairs and district fiscal services; works with external and internal auditors; trains accounting staff, completes performance appraisals, acts as liaison in providing information to administrators, personnel and other consultants at the College on accounting matters; assists to coordinate year-end financial closing with Fiscal Services; analyzes accruals and carryover budgets; Prepare revenue forecasts for annual budgets and periodic budget status report briefings; develop and analyze projections and variances; maintains the chart of accounts for the college and the Foundation to enable and facilitate accurate preparation of financial reports, making changes, additions, deletions and reclassifying existing accounts; maintains and updates desk procedures as necessary; oversee and review accounting transactions for the college and the Foundation, including bank reconciliations, balance sheet reconciliations, assuring accuracy and compliance with Title 5 requirements and the community college budget and accounting manual; analyzes a variety of financial information, interacts with external auditors on all financial transactions for the college; reconciles faculty load banking records and implements financial transactions; assures compliance with a variety of local, state and federal laws, codes and regulations, including Government Accounting Standards Board (GASB) regulations; liaisons among district fiscal services department management and staff; performs related duties as required; develops and maintains excellent working relationship with all college and district staff.

ORGANIZATIONAL RELATIONSHIPS

This position reports to a designated administrator. Responsible for the direct supervision of the department's accounting staff.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

A Bachelor's Degree with a major in accounting, business administration, finance, or a closely related field and at least five years of increasingly responsible financial management experience including three years in a supervisory capacity, budget and accounting and strategic planning and research in a public education institution.

CAMPUS BUDGET MANAGER
DESIRABLE QUALIFICATION GUIDE (CONT'D)

Knowledge and Abilities

Thorough Knowledge of: Fiscal management policies; generally accepted accounting and auditing principles, practices and methods of governmental and school accounting and budgeting; principles of management, supervision and training; legal, procedural and reporting requirements in school district and non-profit financial work; financial analysis and projection techniques; computer systems and equipment used to prepare and control budget and accounting.

Ability to: Prepare and maintain complex statistical records and reports; provide leadership in areas related to the college budget; plan, organize, and coordinate the college's budgetary operations; analyze complex financial data and develop financial forecasts, plans, processes, reports, statements and recommendations; assure the preparation, maintenance and retention of appropriate accounting and budget data and documentation; provide technical expertise and assistance to District personnel regarding assigned functions; communicate effectively both orally and in writing; establish and maintain effective and cooperative working relationships with others; interpret, apply and explain complex fiscal policies and legal requirements.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2017/2018 CEFA PERMANENT HOURLY SALARY SCHEDULE
 EFFECTIVE JULY 1, 2017 (Fall Semester)

ATTACHMENT #3

INSTRUCTION	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$48.69	\$49.91	\$51.16
4	\$49.91	\$51.16	\$52.44
5	\$51.16	\$52.44	\$53.75
6	\$52.44	\$53.75	\$55.10

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

COUNSELING	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$41.38	\$42.42	\$43.48
4	\$42.42	\$43.48	\$44.57
5	\$43.48	\$44.57	\$45.69
6	\$44.57	\$45.69	\$46.83

NON-INSTRUCTION	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$24.35	\$24.96	\$25.58
4	\$24.96	\$25.58	\$26.23
5	\$25.58	\$26.23	\$26.88
6	\$26.23	\$26.88	\$27.55

COORDINATION OR CURRICULUM DEVELOPMENT	Column I	Column II
STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1	\$39.60	\$40.59

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 17, 2017**

CLASSIFIEDNew ClassificationAttachment #1

Information Security Specialist	Grade 22
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New Appointment

Tochilin, Cathryn Accountant (CL17-0959) Resource Dev./ District	Effective: June 26, 2017 Grade 13, Step 1 \$49,504.97
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Ou, Mark Science Lab Coordinator (CL17-0969) Science & Math/ SAC	Effective: August 8, 2017 Grade 13, Step 1 \$49,504.97
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Hourly Ongoing to Contract

Nguyen, Trinity From: Science Storekeeper/Lab Tech To: Science Lab Coord. (CL17-0939) Science & Math/ SCC	Effective: May 31, 2017 Grade 13, Step 1 + 2.5%L + 2PG (500) \$51,242.59
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Temporary to Contract

Hernandez, Blanca Custodian (CL17-0920) Administrative Services/ SAC	Effective: June 21, 2017 Grade 4, Step 1 + 5% SW \$35,635.85
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Talarico, Christina Administrative Secretary (CL17-0944) Business Div./ SAC	Effective: May 31, 2017 Grade 12, Step 1 \$47,032.94
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Professional Growth Increments

Duenas, Veronica Human Resources Tech./ Human Resources/ District	Effective: August 1, 2017 Grade 11, Step 6 + 5% L + 2.5%Bil + 3PG (1500) \$62,856.22
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Professional Growth Increments cont'd

Greenhalgh, Scott District Safety Officer/ District	Effective: August 1, 2017 Grade 9, Step 4 + 5%SW + 1PG (500) \$50,330.70
Kaveh, Haydeh Research Analyst/ Institute Effectiveness, Library, & Learning Support Serv./ SCC	Effective: August 1, 2017 Grade 16, Step 2 + 1PG (500) \$61,901.61
Montoya, Anna Administrative Secretary/ Kinesiology/ SAC	Effective: August 1, 2017 Grade 12, Step 6 + 5%L + 4PG (2000) \$65,092.77
Nguyen, Dao International Student Program Specialist/ Enrollment/ SAC	Effective: August 1, 2017 Grade 11, Step 4 + 2.5%L + 5PG (1500) \$54,552.07
Oropeza, Liliana Senior Clerk/ Student Services/ SAC	Effective: August 1, 2017 Grade 8, Step 2 + 3PG (1000) \$42,264.86
Ta, Jason Information Systems Specialist/ Counseling/ SCC	Effective: August 1, 2017 Grade 11, Step 6 + 7.5%L + 2.5%Bil + 7PG (3500) \$66,283.11

Out of Class Assignment

Adams, Jennie Director, Auxiliary Services/ SAC <i>Supervisory</i>	Effective: 06/19/17 – 06/30/17 07/01/17 – 12/31/17 Grade F, Step 1 \$91, 529.46
Briceno, Yasmina Information Systems Specialist/ Admin. Services/ SAC	Effective: 07/01/17 – 12/31/17 Grade 11, Step 6 + 5%L \$59,929.33
Bustamante, Karen Director, College Advancement/ SCC <i>Supervisory</i>	Effective: 07/01/17 – 06/30/18 Grade G, Step 1 \$86,186.27
Bustamante, Monica Administrative Secretary/ Student Services/ SAC	Effective: 06/05/17 – 09/29/17 Grade 12, Step 6 \$60,088.355

Out of Class Assignment cont'd

Gonzalez, Araceli Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/05/17 – 06/30/17 07/01/17 – 06/30/18 Grade 5, Step 6 + 2.5%L + 3 PG(1500) \$47,372.88
Hill, Diane Administrative Secretary/ Risk Management/ District	Effective: 07/01/17 – 09/29/17 Grade 12, Step 6 + 2.5%L \$61,590.56
Quinonez, Raul Bookstore Buyer/ Admin. Services/ SAC	Effective: 07/01/17 – 12/31/17 Grade 10, Step 6 + 5%L + 1PG (500) \$57,846.91
Wild, Christopher Bookstore Operations Specialist/ Admin. Services/ SAC	Effective: 07/01/17 – 12/31/17 Grade 13, Step 5 + 2.5%L \$61,696.12
Torres, Jetzamina Director, Special Programs/ Ed. Services/ District <i>Supervisory</i>	Effective: 07/01/17 – 06/30/18 Grade H, Step 1 \$81,280.84

Return to Regular Assignment

Kay, Trevor Student Services Specialist/ Counseling/SAC	Effective: 05/31/17 Grade 10, Step 6 + 5%L + 6PG(1750) \$59,097.22
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Change in Position

Briceno, Yasmina Auxiliary Services Specialist From: Auxiliary Services/District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 10, Step 6 + 5%L \$57,347.22
Cossio, Gilbert Information Systems Specialist From: Auxiliary Services/ District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 11, Step 6 \$57,075.55

Change in Position cont'd

Davis, Wendy Auxiliary Services Specialist From: Auxiliary Services/ District To: Admin. Services/ SCC (Reorg 1010)	Effective: July 1, 2017 Grade 10, Step 6 + 5%L \$57,347.22
Gonzales Martinez, Christine Accountant From: Auxiliary Services/ District To: Admin. Services/ SCC (Reorg 1010)	Effective: July 1, 2017 Grade 13, Step 5 + 2.5%L + 8PG (4000) \$65,696.12
Kay, Trevor From: Student Services Specialist To: Student Services Coordinator (CL17-0892) Counseling/ SAC	Effective: June 1, 2017 Grade 15, Step 2 + 5%L + 6PG(1750) \$62,490.48
Lynch, Loan Auxiliary Services Specialist From: Auxiliary Services/ District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 10, Step 6 + 5%L \$57,347.22
Packard, Roxanne Auxiliary Services Specialist From: Auxiliary Services/ District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 10, Step 5 \$52,015.61
Recinos, Theresa Auxiliary Services Specialist From: Auxiliary Services/ District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 10, Step 6 + 7.5%L + 5PG (2500) \$61,212.63
White, Kathleen Senior Accountant From: Auxiliary Services/ District To: Admin. Services/ SAC (Reorg 1010)	Effective: July 1, 2017 Grade 15, Step 6 + 5%L + 10PG(5000) \$78,853.80

Leave of Absence

Hermen, Lisa Senior Clerk/ Kinesiology/ SCC	Effective: 07/17/17 – 07/21/17 09/25/17 – 09/29/17 10/23/17 – 10/27/17 12/18/17 – 12/22/17 01/08/18 – 01/12/18 02/26/18 – 03/02/18 04/09/18 – 04/13/18 06/11/18 – 06/22/18 Reason: Non Work Days for 10 Month Contract
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Ratification of Resignation/Retirement

Ames, Richard Gardener Utility Worker/ Admin. Services/ SAC	Effective: June 11, 2017 Reason: Retirement
Jensen, Ashley Science Lab Coordinator/ Science & Math/ SCC	Effective: August 1, 2017 Reason: Resignation
Kindelan, Herminia High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: August 31, 2017 Reason: Retirement
Lane, Glenda Financial Aid Analyst/ Financial Aid/ SAC	Effective: July 31, 2017 Reason: Retirement
Villegas Villalpando, Jose J. Sr. Custodian/Utility Worker/ Admin. Services/ SAC	Effective: June 30, 2017 Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Buchholz, Erik Research Assistant (CL17-0953) Career Ed-Human Serv. & Tech./ SAC	Effective: June 19, 2017 19 Hours/Week 12 Months/Year Grade 12, Step A \$22.52/Hour
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CLASSIFIED HOURLY cont'd

New Appointments

Gardea, Maria Adilene
Administrative Clerk (CL16-0883)
Continuing Ed./ OEC
Effective: June 26, 2017
19 Hours/Week 12 Month/Year
Grade 10, Step A + 2.5% Bil \$21.01/Hour

Rebolledo, Karina
Intermediate Clerk (CL17-0942)
Fine & Performing Arts/ SAC
Effective: August 21, 2017
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.78/Hour

Zuniga, Emilio
Intermediate Clerk (CL17-0782)
Financial Aid/ SAC
Effective: June 26, 2017
19 Hours/Week 12 Months/Year
Grade 5, Step A \$16.78/Hour

Temporary to Hourly Ongoing

Burke, Tamy
Administrative Clerk (CL17-0930)
Admin. Services/ SAC
Effective: June 19, 2017
19 Hours/Week 12 Months/Year
Grade 10, Step A \$20.49/Hour

Mora, Guadalupe
Custodian (CL16-0845)
Facilities & Support Services/ District
Effective: June 5, 2017
19 Hours/Week 12 Months/Year
Grade 4, Step A \$16.25/Hour

Professional Growth Increment

Alvarez, Julian
Instructional Assistant/ Continuing
Education/ CEC
Effective: August 1, 2017
Grade 5, Step A + 1PG (250)
\$16.78/Hour + \$20.83/Mo. PG

Palomares, Vanessa
Business Services Coordinator/
SBDC/District
Effective: August 1, 2017
Grade 13, Step A + 2PG (500)
\$23.71/Hour + \$41.67/Mo. PG

Change in Position

McMinimy, Tawny
Auxiliary Services
From: Auxiliary Services/ District
To: Admin. Services/ SCC (Reorg 1010)
Effective: July 1, 2017
19 Hours/Week 12 Months/Year
Grade 10, Step A \$20.49/Hour

Change in Position cont'd

Tapia, Linda	Effective: June 24, 2017
From: Intermediate Clerk/Couns./SAC	19 Hours/Week 12 Months/Year
To: Admin. Clerk (CL16-0883)	Grade 10, Step A + 2.5%Bil \$21.01/hour
Continuing Ed./ OEC	

Leave of Absence

Khan, Khadija Student Program Specialist/ College Advancement/ SAC	Effective: 07/17/17 – 07/21/17
	10/30/17 – 11/03/17
	01/29/18 – 02/02/18
	06/25/18 – 06/29/18
	Reason: Non Work Days for 11 Month Contract

Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 08/07/17 – 08/12/17
	12/04/17 – 12/09/17
	02/12/18 – 02/17/18
	04/02/18 – 04/07/18
	Reason: Non Work Days for 11 Month Contract

Tran, Vien Publications Assistant/ Human Services & Tech./ SAC	Effective: 08/14/17 – 08/25/17
	01/08/18 – 02/09/18
	06/04/18 – 06/16/18
	Reason: Non Work Days for 10 Month Contract

Ratification of Resignation/Retirement

Garcia, Francisco Instructional Assistant/ Continuing Ed./ OEC	Effective: June 30, 2017
	Reason: Resignation

Gleason, Kathryn Instructional Assistant/ Science & Math/ SCC	Effective: June 11, 2017
	Reason: Resignation

Hoang, Lisa Counseling Assistant/ Counseling/ SAC	Effective: June 29, 2017
	Reason: Resignation

Additional Hours for Ongoing Assignment cont'd

Garcia, Anthony High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Garcia, Jorge Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Garcia, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive work days in any given period.
Gomez, Lisa Alternate Media Specialist/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Guerrero, Evelyn Counseling Assistant/ Continuing Ed. CEC	Effective: 05/11/17 – 06/30/17 Not to exceed 19 consecutive working days in any given period.
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Hammond, Diana Publications Assistant/ Continuing Ed. /CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Hernandez Morales, Artuor Instructional Assistant/ Continuing Ed. CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Hernandez, Eric Custodian/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Jordan, Gregory Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Knepper, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Kusenda, Paula Student Program Specialist/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Le, Sophia Student Services Specialist/ EOPS/ SAC	Effective: 07/17/17 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Lopez, Mayra Counseling Assistant/ EOPS/ SAC	Effective: 07/01/17 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Lu, Leslie Admissions Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Martinez Marcial, Rosa Counseling Assistant/ Continuing Ed. / CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
McMinimy, Tawny Auxiliary Services Specialist/ Admin. Services/ SCC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Montes de Oca, Adriana Instructional Assistant/ Continuing Ed./CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Morales, Adriana Intermediate Account Clerk/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Moran Carrasco, Carlos Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Moreno, Monique Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Navarrete, Luz Instructional Assistant/ Continuing Ed. /CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Nguyen, Johnny Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Palafx, Ana Counseling Assistant/ Continuing Ed. /CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Pena Arias Assessment Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Ramirez, German Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Ramirez, Liliana Student Program Specialist/ Student Development/ SCC	Effective: 06/19/17 – 08/31/17 Not to exceed 19 consecutive working days in any given period.
Rodriguez Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Salazar, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Saunders, Maureen Intermediate Clerk/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Serratos, Karina Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Silva, Nancy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Stukey, Shawna Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Torres Medina, Joa'n Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/03/17 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Valdez, Juan Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Valdovinos, Liliana Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Vega, Brenda High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Vu, Amy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Zamora, Cristina Auxiliary Services Specialist/ Admin. Services/ SAC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Chen, Elise Admissions Assistant/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18
Hernandez, Blanca Custodian/ Admin. Services/ SAC	Effective: 06/05/17 – 06/09/17
Leyva, April High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Lu, Leslie Admissions Assistant/ Continuing Ed./ CEC	Effective: 07/03/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments cont'd

Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18
Miranda, Carissa High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/17 – 06/29/18
Moreno, Monique Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Ortiz Ruiz, Maria Science Storekeeper/Lab Tech./ Science & Math/ SCC	Effective: 07/03/17 -06/29/18
Silva, Nancy Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/15/17 – 06/30/17 07/01/17 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Torres de Camino, Maria Custodian/ Admin. Services/ SAC	Effective: 06/05/17 – 06/09/17

MISCELLANEOUS POSITIONS

Avila, Karina Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 07/01/17
Azpeitia, Brenda Child Dev. Intern III/ Child Dev. Services/ SCC	Effective: 07/01/17
Bacilio Dominguez, Brenda Child Dev. Intern I/ Child Dev. Services/ District	Effective: 07/01/17
Baeza, Josefina Child Dev. Intern I/ Child Dev. Services/ District	Effective: 07/01/17

MISCELLANEOUS POSITIONS cont'd

Beck, Jonathan Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Bentz, Marie Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Blackwell, Jana Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Blackwell, Pamela Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Ceja, Jessica Clerical Assistant/ Business Div./ SAC	Effective: 07/10/17 – 05/25/18
Childs, Wendy Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Cole, John Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Cortez, Sonia Child Dev. Intern I/ Child Dev. Services/ SCC	Effective: 07/01/17
Dascenzo, Christina Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Depetris, Gina Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Fernandez, Rosario Child Dev. Intern I/ Child Dev. Services/ District	Effective: 07/01/17
Garcia, Delia Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Gaspar Don Juan, Ana Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 07/01/17

MISCELLANEOUS POSITIONS cont'd

Gomez Alvarado, Susana Child Dev. Intern I/ Child Dev. Services/ District	Effective: 07/01/17
Gomez, Bianca Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Gomez, Maria Child Dev. Intern III/ Child Dev. Services/ CEC	Effective: 07/01/17
Grajeda Cortes, Cynthia Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 07/01/17
Griego, Ariana Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Guillen, Carla Clerical Assistant/ Child Dev. Services/ CEC	Effective: 07/01/17 – 6/30/18
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Jimenez, Ana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/17
Jimenez, Eric Child Dev. Intern II/ Child Dev. Services/ CEC	Effective: 07/01/17
Jimenez, Sandy Residential Assistant II/ Student Services/ SAC	Effective: 07/01/17 – 8/10/17
Juarez Velez, Maria Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17

MISCELLANEOUS POSITIONS cont'd

Lopez de Bernal, Norma Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Lopez, Wendy Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 07/01/17
Lucero Michaca, Lorena Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Lucero, John Coaching Assistant/ Kinesiology/ SAC	Effective: 7/18/17
Mates Guevara, Ana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/17
McCanna, Thomas Coaching Assistant/ Kinesiology/ SCC	Effective: 06/01/17
McKim, Catherine Child Dev. Intern III/ Child Dev. Services/ SCC	Effective: 07/01/17
Mendoza, Jamie Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Mercado, Carrie Child Dev. Intern III/ Child Dev. Services/ SCC	Effective: 07/01/17
Mindes, Jacob Community Services Presenter/ OEC	Effective: 06/15/17
Navarro, Alejandra Child Dev. Intern I/ Child Dev. Services/ District	Effective: 07/01/17
Ormita, Mark Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18

MISCELLANEOUS POSITIONS cont'd

Ortiz Loeza, Elda Child Dev. Intern II/ Child Dev. Services/ CEC	Effective: 07/01/17
Oshiro, Gail Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Otterbach, Denise Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Palestino, Patricia Clerical Assistant/ Child Dev. Services/ District	Effective: 07/01/17 – 06/30/18
Ruiz, Ilianne Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 07/01/17
Serrato, Eleanor Child Dev. Intern III/ Child Dev. Services/ SAC	Effective: 07/01/17
Shiba, Lisa Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/17 - 06/30/18
Shields, Cindy Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Sierra, Karina Child Dev. Intern II/ Child Dev. Services/ District	Effective: 07/01/17
Smith, Elizabeth Sign Language Interpreter V/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18
Sotelo Lovera, Reyna Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/17

MISCELLANEOUS POSITIONS cont'd

Ticona, Carol Child Dev. Intern III/ Child Dev. Services/ SAC	Effective: 07/01/17
Torres, Claudia Child Dev. Intern II/ Child Dev. Services/ CEC	Effective: 07/01/17
Turner, Tracey Model/ Fine & Performing Arts/ SCC	Effective: 08/28/17 – 06/02/18
Vandre Linde, Nerissa Child Dev. Intern II/ Child Dev. Services/ SCC	Effective: 07/01/17
Vargas, Kristina Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/17
Woolard, Caleb Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/17 – 06/30/18

Instructional Associates/Associate Assistants

Criminal Justice

Delfs, Brianne	Effective: 07/18/17
Gray, Byron	Effective: 07/18/17
Gutierrez, Jonathan	Effective: 07/18/17
Quinones, Alicia	Effective: 07/18/17

Fire Technology

Surgoft, Joseph	Effective: 07/18/17
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COMMUNITY SERVICE PRESENTERS

Stipends Effective May 11 – June 10, 2017

Abdul, Quayum	Amount: \$ 32.71
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COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective May 11 – June 10, 2017

Dominguez, Paciano	Amount: \$ 659.12
Famolaro, Felix	Amount: \$ 1,512.00
Figueroa, Miguel	Amount: \$ 110.92
Jackson, Michelle	Amount: \$ 235.00
Rudd, James	Amount: \$ 1,924.46

VOLUNTEERS

Gallardo, Jessica Student Driver/ Science & Math/ SAC	Effective: 07/18/17 – 06/30/18
Gutierrez, Maria Student Driver/ District Safety/ SCC	Effective: 07/18/17 – 06/30/18
Kroeger, Scott Student Driver/ Science & Math/ SAC	Effective: 07/18/17 – 06/30/18
Moran, Maricela Volunteer/ Counseling/ SAC	Effective: 07/18/17 – 06/30/18
Nguyen, Dianna Student Driver/ Kinesiology/ SAC	Effective: 07/18/17 – 06/30/18
Santillan, Rocio Volunteer/ Counseling/ SAC	Effective: 07/18/17 – 06/30/18
Ramirez, John Volunteer/ Kinesiology/ SAC	Effective: 07/18/17 – 06/30/18

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Abarea, Mariella L.	Effective	07/01/17-06/30/17
Arai, Masaki	Effective	07/01/17-06/30/18
Arriaga Zaragoza, Brenda L.	Effective	06/12/17-06/30/18
Avila, Mireya	Effective	07/01/17-06/30/18
Banda, Angela	Effective	07/01/17-06/30/18
Barahona Umana, Carmen E.	Effective	07/01/17-06/30/18
Barajas, Briana	Effective	07/01/17-06/30/18
Barboza, Jerry G.	Effective	07/01/17-06/30/18
Becerril, Alejandra	Effective	07/01/17-06/30/18
Beltran, Joselyn I.	Effective	07/01/17-06/30/18
Brewer, Crystal D.	Effective	07/01/17-06/30/18
Cabral Pinedo, Perla I.	Effective	07/01/17-06/30/18
Camacho Quiroz, Oscar	Effective	06/07/17-06/30/17
Camarena, Jose E.	Effective	07/01/17-06/30/18
Cardenas, Beatriz D.	Effective	07/01/17-06/30/18
Cardenas, Gabriela	Effective	06/20/17-06/30/17
Cardenas, Gabriela	Effective	07/01/17-06/30/18
Castellon, Vanessa	Effective	07/01/17-06/30/18
Castillo Jacobo, Joe L.	Effective	07/01/17-06/30/18
Chavez, Rafael	Effective	07/01/17-06/30/18
Chavez, Diana L.	Effective	07/01/17-06/30/18
Corona, Jacqueline	Effective	07/01/17-06/30/18
Cruz, Diana C.	Effective	06/06/17-06/30/17
Cui, Huilian	Effective	07/01/17-06/30/18
Davis, Holly L.	Effective	07/01/17-06/30/18
Diaz, Guadalupe	Effective	07/01/17-06/30/18
Dimas, Luis A.	Effective	07/01/17-06/30/18
Donis, Juan	Effective	07/01/17-06/30/18
Duenas, Francisco J.	Effective	07/01/17-06/30/18
Farias, Cindy A.	Effective	07/01/17-06/30/18
Fernandez, Cansandra G.	Effective	07/01/17-06/30/18
Fregoso, Larissa Y.	Effective	06/07/17-06/30/17
Garcia, Carolina	Effective	07/01/17-06/30/18
Garcia, Priscilla M.	Effective	07/01/17-06/30/18
Garcia, Maria D.	Effective	07/01/17-06/30/18
Garibay, Brenda G.	Effective	07/01/17-06/30/18
Gomez, Diana R.	Effective	07/01/17-06/30/18
Gonzalez, Alejandra	Effective	06/19/17-06/30/17
Gonzalez, Brian D.	Effective	07/01/17-06/30/18
Gonzalez, Esmeralda C.	Effective	06/05/17-06/30/17
Gonzalez, Nancy Nohemi	Effective	07/01/17-06/30/18
Gonzalez, Erica J.	Effective	07/01/17-06/30/18
Gonzalez, Katie L.	Effective	07/01/17-06/30/18
Guzman, Lesley	Effective	06/12/17-06/30/17
Hernandez, Tiffany N.	Effective	07/01/17-06/30/18
Hernandez, Julie	Effective	07/01/17-06/30/18

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Hernandez Zaragoza, Stephanie	Effective	07/01/17-06/30/18
Hildebrandt, Mirella	Effective	07/01/17-06/30/18
Inoue, Keito	Effective	07/01/17-06/30/18
Isordia Araiza, Claudia	Effective	07/01/17-06/30/18
Jasso, Alfredo	Effective	07/01/17-06/30/18
Juarez-Bedolla, Rebecca A.	Effective	07/01/17-06/30/18
Le, Christine H.	Effective	07/01/17-06/30/18
Le, Nga	Effective	07/01/17-06/30/18
Lobato, Vanessa	Effective.....	06/19/17-06/30/17
Lobato, Vanessa	Effective	07/01/17-06/30/18
Lopez, Mariana C.	Effective	07/01/17-06/30/18
Lopez, Stephen D.	Effective	07/01/17-06/30/18
Lopez Lopez, Osvaldo	Effective	07/01/17-06/30/18
Luevano, German A.	Effective	06/07/17-06/30/17
Mariscal Rubio, Sandra S.	Effective	07/01/17-06/30/18
McGuire, Jacob S.	Effective:	07/01/17-06/30/18
Martinez, Azalea	Effective	06/07/17-06/30/17
Mejia, Stephany M.	Effective.....	06/19/17-06/30/17
Mejia, Stephany M.	Effective	07/01/17-06/30/18
Melendez, Rebecca	Effective	07/01/17-06/30/18
Meza, Karen J	Effective	07/01/17-06/30/18
Montoya Chavez, Stacy P.	Effective	07/01/17-06/30/18
Morales, Vanessa E.	Effective	06/06/17-06/30/17
Munoz Anaya, Alma J.	Effective	07/01/17-06/30/18
Najar, D'ann L.	Effective	07/01/17-06/30/18
Nguyen, Danh T.	Effective	08/14/17-06/30/18
Nguyen, Phat H.	Effective	06/07/17-06/30/17
Nguyen, Tuan M.	Effective	07/01/17-06/30/18
Orozco Alvarez, Rita	Effective	07/01/17-06/30/18
Ortez, Luisa M.	Effective	07/01/17-06/30/18
Palomino Neri, Maria G.	Effective	07/01/17-06/30/18
Peterson, Erik L.	Effective	06/07/17-06/30/17
Pham, Katherine D.	Effective	07/01/17-06/30/18
Pham, Phuong T.	Effective	07/01/17-06/30/18
Pineda, Reyna	Effective	07/01/17-06/30/18
Plascencia, Daniel	Effective	07/01/17-06/30/18
Ramirez, Cindy	Effective	07/01/17-06/30/18
Ramos-Ramirez, Amairani	Effective	07/01/17-06/30/18
Rodriguez, Juana S.	Effective	07/01/17-06/30/18
Rodriguez, Lorena	Effective	07/01/17-06/30/18
Rodriguez, Mileydy	Effective	07/01/17-06/30/18
Rodriguez Alvarado, Liliana	Effective	07/01/17-06/30/18
Romero, Christian J.	Effective	07/01/17-06/30/18
Rosete, Fidelia	Effective	07/01/17-06/30/18
Saba, Ryan J.	Effective	07/01/17-06/30/18
Salazar, Rosa M.	Effective	07/01/17-06/30/18
Sanchez, Brian L.	Effective	07/01/17-06/30/18

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Sarabia, Katherine	Effective	07/01/17-06/30/18
Seo, Kuiyoung	Effective	07/01/17-06/30/18
Song, Jiayin	Effective	07/01/17-06/30/18
Soriano, Joanna	Effective	07/01/17-06/30/18
Tapia, Jesse	Effective	07/01/17-06/30/18
Tran, Lan Thi Diem	Effective	07/01/17-06/30/18
Tran, Xuan N.	Effective	07/01/17-06/30/18
Trelles, Deborah U.	Effective	07/01/17-06/30/18
Trujillo, Crystal S.	Effective	07/01/17-06/30/18
Vera, Stephanie	Effective	07/01/17-06/30/18
Vieyra, Deanna	Effective	07/01/17-06/30/18
Villicana, Cristina	Effective	07/01/17-06/30/18
Wilkins, Maurice D.	Effective	07/01/17-06/30/18

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

2016 - 2017

Haddadin, Anthony	Effective:	06/26/2017 – 06/30/2017
Hodgson, Emily	Effective:	06/20/2017 – 06/30/2017
Nakamura, Nathan	Effective:	06/19/2017 – 06/30/2017
Valladolid, Jessica	Effective:	06/19/2017 – 06/30/2017

2017 - 2018

Aguilar, Celia	Effective:	07/03/2017 – 06/30/2018
Baez, Michelle	Effective:	07/03/2017 – 06/30/2018
Caballero Ramos, Arizandi	Effective:	07/03/2017 – 06/30/2018
Cabrera, Shannon	Effective:	07/03/2017 – 06/30/2018
Carter, Matthew	Effective:	07/03/2017 – 06/30/2018
Chou, Jaimie	Effective:	07/03/2017 – 06/30/2018
De Rosas, Lisset	Effective:	07/03/2017 – 06/30/2018
Florentino Bustillo, Miguel	Effective:	07/03/2017 – 06/30/2018
Gonzalez, Odaliz	Effective:	07/03/2017 – 06/30/2018
Gutierrez Garcia, Maria	Effective:	07/03/2017 – 06/30/2018
Haddadin, Anthony	Effective:	07/03/2017 – 06/30/2018
Hodgson, Emily	Effective:	07/03/2017 – 06/30/2018
Kovacs, Jo Anne	Effective:	07/03/2017 – 06/30/2018
Lahdab, Yasmine	Effective:	07/03/2017 – 06/30/2018
Nakamura, Nathan	Effective:	07/03/2017 – 06/30/2018
Orozco, Moncia	Effective:	07/03/2017 – 06/30/2018
Red, Jenna	Effective:	07/03/2017 – 06/30/2018
Reyes, Briana	Effective:	07/03/2017 – 06/30/2018
Sanchez, Daisy	Effective:	07/03/2017 – 06/30/2018
Veliz, Angie	Effective:	07/03/2017 – 06/30/2018

Santiago Canyon College cont'd
STUDENT ASSISTANT NEW HIRE LIST

Valladolid, Jessica
Vasquez, Yajaira

Effective: 07/03/2017 – 06/30/2018
Effective: 07/03/2017 – 06/30/2018

Attachment # 1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JULY 2017

INFORMATION SECURITY SPECIALIST

CLASS SUMMARY

Under minimum direction, will be responsible for security architecture, end point security, application security, database security, identity management, and infrastructure security. This position requires a thorough understanding of current and emerging threats and technologies for either on premise or in the cloud. In addition, the successful candidate will be responsible for designing and deploying information security technologies to directly support the efforts in securing the District's information or electronic assets and enforcing directives as mandated by regulations and state and federal law. Responsible for resolving the most complex security problems or breaches; conducts and initiates security scans, audits, and performs risk assessments. Acts as a liaison for interacting with third party vendors, forensic specialists, auditors, law enforcement, and/or investigations. Continuous involvement with all Information Technology Services Director's and the District's management team is required. Strong written and verbal communication skills, leadership, teamwork, and agility are critical success factors.

REPRESENTATIVE DUTIES

Design, deploy, and manage multiple information security technology standards and procedures. The technologies include end point security, application security, database security, infrastructure security, and identity management solutions; Provides incident response and remediation support and initiates and oversees necessary vendors as required; Perform technical security design/review activities for applications, networks, servers, architecture, and databases to ensure secure deployments for either on premise or cloud; Ensure the adoption of information security requirements into the design, implementation, and operations within the system development life cycle; Creates, updates, and oversees all disaster recovery and related activities including testing and validation for restoration for both on premise and in the cloud; Promote acceptance of security technologies within the organization, balancing business goals, security controls, and customer usability. Work with business management to communicate security risk and countermeasures; Communicates trending risks with District employees and performs or provides training to mitigate the risk for the human factor; Acts as the technical lead for security vendors, investigators, and law enforcement agencies as required; Assists and supports all technical personnel with all aspects of planning, design, development, coding, testing, debugging and implementation of complex systems administration for a variety of operating systems; Assist with the development of bid specifications for acquisitions of network, data security, and telecommunications related equipment and services; Assist in the development of policies and procedures to ensure ongoing continuity. Develop and document security standards; Performs other related duties as assigned.

ORGANIZATIONAL RELATIONSHIPS

Information Security Specialist reports to designated manager of the Information Technology Services department.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JULY 2017

INFORMATION SECURITY SPECIALIST cont'd

DESIRABLE QUALIFICATION GUIDE

Training and Experience

A bachelor's degree in Information Technology, Computer Science, Business Administration, or a related field and five years of progressively responsible experience in security, network design and development, computer forensics, technology related auditing, computer systems, and/or programming responsibilities. CISSP or equivalent certification preferred.

Knowledge

Knowledge of information technology security standards and requirements, trends and tools, LAN/WAN networks, operating systems, and ERP systems; Design, develop and implement security solutions for complex and large networks; Integrating security protocols to complex solutions and understanding relationships between applications; Demonstrate working knowledge of the principles, practices and techniques of database structures and computer programming; Working knowledge of firewalls, intrusion detection and prevention systems, auditing and scanning systems, VPN, and remote access systems. Ability to provide guidance for the design and replacement of security related technologies; Familiarity with information security regulations such as FERPA, HIPPA, PCI compliance.

Abilities

Ability to provide leadership and technical guidance to the District; plan, lead, coordinate and conduct major projects or phases of projects; Apply independent technical judgment to complex technical situations; Coordinate schedules and resources with systems and network programmers, engineers, users, technical services staff, risk management, campus management, and/or district safety; Diagnose and quickly respond to and resolve security breaches and understand reasons for systems failures; Maintain current knowledge of technological advances in the security and related fields; Communicate effectively both orally and in writing. Maintain records and prepare reports; Prioritize and schedule work. Analyze situations accurately and adopt an effective course of action; Work independently with little direction and provide work directions to others; Demonstrate understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, religious, and cultural backgrounds, disability, and sexual orientation of community college students, faculty and staff.

WORKING CONDITIONS

This position requires ability to use computer workstations throughout the workday.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date:	July 17, 2017
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District		
Action:	Receipt of Initial Bargaining Proposal and Request for Approval to Schedule Public Hearing		

BACKGROUND

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on the CSEA proposal at its next meeting.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for August 14, 2017.

Fiscal Impact: To be Determined	Board Date: July 17, 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	

**California School Employees Association
and its
Ranch Santiago Community College
Chapter #579
Initial Re-opener Proposal
for 2017-18**

Dear Ms. Chitlik,

Please accept the following as CSEA's initial proposal for reopener negotiations for the 2017-18 collective bargaining agreement. Please feel free to commence with any notification requirements that the District may have.

Article 11 – Holiday Leave

CSEA has an interest in establishing permanence in currently practiced holiday times.
CSEA has an interest in extending spring break to encompass 5 business days.

Article 14 - Wages and Hours

CSEA is interested in a fair and reasonable wage increase commiserate with industry standards as well as discuss longevity increments.

Article 19- Health and Welfare

CSEA has an interest in discussing coverage and benefits expansion.
CSEA also wishes to increase the "fringe" cap by a reasonable and agreeable amount acceptable to both parties.

Article 23 - Layoffs

CSEA has an interest in clarifying and providing additional definitions to seniority and layoffs.

CSEA reserves the right to open additional articles during the negotiations process as allowable by law.

Sincerely,



Sheryl Martin

Chapter President

CSEA RSCCD #579

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 17, 2017
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a), the Rancho Santiago Community College District's initial bargaining proposal to the California School Employees Association (CSEA) is presented for information and public review. The Government Code requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and schedule a public hearing for August 14, 2017.

Fiscal Impact: To be Determined	Board Date: July 17, 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	

**INITIAL BARGAINING PROPOSAL
OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
July 17, 2017**

Article 14 – Wages and Hours

- Maintain current salary schedule (14.1)

Article 19 – Health and Welfare

- Maintain district contributions at current levels (19.5a)

Article 24 – Corrective Action Procedures

- Update Language (24.5)
- Update Language (24.7.4)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date:	July 17, 2017
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD)		
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing		

BACKGROUND

Pursuant to Government Code Section 3547(a), the Rancho Santiago Community College District's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) is presented for information and public review. The Government Code requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) and schedule a public hearing for August 14, 2017.

Fiscal Impact: To be Determined	Board Date: July 17, 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	

**INITIAL BARGAINING PROPOSAL
OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE
FACULTY ASSOCIATION OF THE RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT
July 17, 2017**

Article 5 – Health and Welfare Benefits

- Maintain District Contributions at current levels

Article 6 – Instructional Hours, Duties and Workload

- Develop 2018-2019 and 2019-2020 Instructional Calendars
- Increase Credit Instructional workweek from 15 LHE to 18 LHE (6.1.3.A and 6.1.4)
- Increase minimum weekly student contact assignment for Counselors from 25 to 35 hours per week (6.1.3C)
- Non-Credit Instructors will be assigned 25 teaching hours a week. Remove language: “No less than five hours of these teaching hours shall be released for program facilitation activities.” Add: All additional required hours will be on-site and approved by the appropriate administrator. (6.1.3B)
- Summer pay for Non-credit Instructors: Revise Summer Salary Schedule C commensurate with the Credit Faculty Summer Salary Schedule A
- Develop reemployment preferences for part-time, temporary faculty consistent with SB1379

Article 7 – Salaries

- Methodology for the calculation of 9th place ranking within a total compensation framework (7.1.1 A)
- Provide Step and Column Movement (7.1.1B)

Article 8 – Evaluation

- Establish evaluation process and procedures for Distance Education faculty
- Establish evaluation process and procedures for Department Chairs

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 17, 2017
Re:	Adoption of Resolution No 17-16 Authorizing a Certificate of Consent to Self-Insure for Workers' Compensation Liabilities	
Action:	Request for Authorization	

BACKGROUND

The District is a member of a Joint Powers Authority (The Alliance of Schools for Cooperative Insurance Programs [ASCIP]) that insures our workers' compensation (WC) program for employee on-the-job injuries. The District currently participates in a first dollar fully insured program. In order to reduce our annual premiums we are recommending that we convert to an option where we have a \$150,000 self-insured retention level (SIR). An SIR is a form of deductible and the district would be responsible for the first \$150,000 of each claim. After the \$150,000 SIR limit is exhausted, the program is fully insured up to the legally required WC statutory limits. ASCIP will continue to manage all claims, regardless of the SIR. In order to self-insure the first \$150,000 per claim the District is required to apply for a Self-Insurance Certificate form the California State Office of Self-Insurance Programs.

ANALYSIS

ASCIP provided a quote of \$2,229,631 to be fully insured in the above workers' compensation program for 2017-2018 claim year. If the District selects the \$150,000 SIR limit (deductible), the annual premium will be approximately \$800,000 and we would save approximately \$1.4 million in the 2017-2018 annual premium. The District's annual claims within the proposed \$150,000 self-insured retention limit have averaged approximately \$600,000 to \$800,000 per year over the past five (5) years. Actuarially determined reserves for claims in the \$150,000 SIR will need to be appropriately reserved in order to pay claims within this layer. Any unspent funds will remain to the benefit of the district. The District could potentially save almost \$800,000 a year in overall costs. Although we anticipate savings, there is always a risk that we have a high claim year and our losses could exceed the cost to fully insure the program for that particular year.

RECOMMENDATION

The administration recommends approval of converting the district's workers' compensation program to a \$150,000 self-insured retention limit and applying for a Self-Insurance Certificate from the California State Office of Self-Insurance Programs.

Fiscal Impact: Potential savings of \$800,000 this fiscal year	Board Date: July 17, 2017
Item Prepared by: Don Maus, Risk Manager	
Item Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

Adoption of resolution authorizing application to the Director of Industrial Relations, State of California for a Certificate of Consent to self-insure workers' compensation liabilities.

Resolution No 17-16

BE IT RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

PASSED AND ADOPTED THIS 17TH day of July, 2017 by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof held at a regular place of meeting and the resolution is on file in the office of said Board.

Clerk's Signature

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 17, 2017
Re:	Approval of Agreement for Educational Services and Scholarships between Rancho Santiago Community College District and Concordia University Irvine	
Action:	Request for Approval	

BACKGROUND

Concordia University Irvine is a fully accredited university, which prepares students for their vocations – their various callings in life. CUI offers undergraduate, graduate, and online bachelor's degrees in Southern California, with online and regional cohort options. Concordia's undergraduate program is distinctive among universities in California because of its nationally recognized core curriculum.

ANALYSIS

Concordia is an accredited private university that offers undergraduate, graduate and online degree programs. Concordia University shall provide to any employee of RSCCD a scholarship, which will be equal to 10% of the course tuition rate at the time of registration for that course, this will remain in force for the duration of the student's academic time at the university. This will provide our employees with further opportunities for personal and professional growth.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with Concordia University as presented.

Fiscal Impact: None	Board Date: July 17, 2017
Item Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Memorandum of Understanding in Providing Educational Benefits
June 28, 2017**

1. Executive Summary

This Memorandum of Understanding (“Agreement”) is made between Concordia University Irvine, a California nonprofit – religious corporation, with its principal campus located Irvine, CA. Concordia University Irvine and the Rancho Santiago Community College District on behalf of itself and its affiliates. Responsibilities of the parties are outlined in Attachment A.

2. Term and Termination

This Agreement will be in effect on the date signed by both parties the “effective date” and shall continue for a period of three (3) years from the effective date of this Agreement. Either party may terminate this agreement, with or without cause, upon providing the other party with thirty (30) days’ prior written notice.

3. Payment

Concordia University Irvine will make arrangements directly with the employees for payment of all tuition, books, and incidental charges. The Rancho Santiago Community College District shall not have responsibility for such payments and is not the guarantor of such payments.

4. Student Information

In order for Concordia University Irvine to provide employee information such as final grades, to the Rancho Santiago Community College District, an employee-signed release form must be submitted to Concordia University Irvine for each student.

All notices to be given shall be delivered in writing as follows:

If to Concordia University Irvine:

Concordia University Irvine
Executive Vice President and Provost
Doug Grove, EdD.
1530 Concordia West
Irvine, CA 92612

If to Rancho Santiago Community College:

Rancho Santiago Community College District
Dr. Raúl Rodríguez, Ph.D.
RSCCD Chancellor
2323 N. Broadway
Santa Ana, CA 92706

Copy to: Ronald A. Van Blarcom, General Counsel

5. License for Use of Logo on Website

The Rancho Santiago Community College District is the owner of the following trademark:
Rancho Santiago Community College District (“Mark”).



Concordia University Irvine desires to use the Mark, as depicted, with its offering of educational benefits to Rancho Santiago Community College District employees (the "Offering") on its web site.

Rancho Santiago Community College District Council hereby grants to Concordia University Irvine a non-exclusive, non-transferable, royalty-free, license to reproduce the Mark in the Offering solely in connection with its use on its web site.

Concordia University Irvine shall not, at any time, acquire any ownership rights in the Mark by virtue of any use it may make of the Mark.

AGREED TO:

Concordia University Irvine

Rancho Santiago Community College District

By _____
Dr. Doug Grove
Executive Vice-President/Associate Provost

By _____
Dr. Raúl Rodríguez, Ph.D.
RSCCD Chancellor

Date _____

Date _____

ATTACHMENT A

1. Concordia University Irvine Responsibilities

- a. Concordia University Irvine will provide employees of Rancho Santiago Community College District who enroll in Concordia University Irvine after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedule incorporated into this Agreement as Attachment C. The tuition and fees described in Attachment B are subject to change annually at the sole discretion of Concordia University Irvine. Concordia University Irvine will provide Rancho Santiago Community College District with sixty (60) days written notice prior to the effective date of any changes to the tuition and fee rates described in Attachment C.
- b. Concordia University Irvine will provide Rancho Santiago Community College District with information and materials on Concordia University Irvine programs, both hard copy and electronically, including the catalog.
- c. Concordia University Irvine shall, at no charge to Rancho Santiago Community College District, review the Rancho Santiago Community College District training and development programs for degree articulation purposes pursuant to Concordia University Irvine standards and regulatory requirements. Upon completion of such review, the parties agree to amend this Agreement by adding to the schedule showing Rancho Santiago Community College District courses eligible for transfer to Concordia University Irvine programs and the amount of academic credit that will be offered by Concordia University Irvine for each course (Attachment B - Sources of Undergraduate Credit accepted by Concordia University Irvine).
- d. Concordia University Irvine agrees to develop a customized welcome page for Rancho Santiago Community College District employees on the Concordia University Irvine website.

- e. Concordia University Irvine will assign an account representative to facilitate interaction among CUI and Rancho Santiago Community College District employees.
- f. Concordia University Irvine agrees to evaluate Rancho Santiago Community College District employee transcripts in a timely manner and to provide the maximum appropriate transferable credit including work/life experiences (Attachment B - Section 9).
- g. Grades will be submitted by Concordia University Irvine to Rancho Santiago Community College District, provided an employee-signed release form for each student is first submitted to Concordia University Irvine.

2. Rancho Santiago Community College District Responsibilities

- a. The Rancho Santiago Community College District will announce formation of alliance with Concordia University Irvine to its employees.
- b. The Rancho Santiago Community College District will announce the offering of newly developed Graduate and Adult Degree programs and/or courses to its employees on a quarterly basis.
- c. The Rancho Santiago Community College District will establish a hot link between Rancho Santiago Community College District's Intranet and the customized welcome page at Concordia University Irvine's website.
- d. Rancho Santiago Community College District employees at Concordia University Irvine may take the form of Intranet links to Concordia University Irvine's website, information sessions at Rancho Santiago Community College District locations, profiling in Rancho Santiago Community College District's newsletter, and other activities as appropriate.
- e. Rancho Santiago Community College District will offer Concordia University Irvine at least the same marketing opportunities afforded to other Santiago Canyon College partners.
- f. Rancho Santiago Community College District will work with Concordia University Irvine to determine best methods of obtaining quarterly reports of employees attending the College.

ATTACHMENT B

Sources of Undergraduate Credit

Concordia University Irvine accepts undergraduate credits from a wide variety of sources. In general, Concordia University Irvine accepts credits from those colleges and universities that are regionally accredited; those recognized by the California State Education Department; and those that have been evaluated by the Concordia University Irvine faculty and found to follow acceptable educational practices and apply toward our degree programs.

1. Concordia University Irvine courses.
2. Concordia University Irvine examinations.
3. Transfer of degree-level credit from regionally accredited and CA State Education Department-approved colleges and universities.
4. College-level proficiency examination programs reviewed by the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning.
5. Examinations evaluated and approved by Concordia University Irvine (refer to the Student Guide to Credit by Examination at Concordia University Irvine: The Assessment Catalog for a complete list).
6. Programs reviewed by
 - o the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning, including military training and experience
 - o the CA State Board of Regents National Program on Noncollegiate Sponsored Instruction (National PONSI)
 - o the Concordia University Irvine Training Assessment Program
 - o Concordia University Irvine Faculty
7. International Credentials: Degree-level credit completed at approved universities or university-parallel institutions beyond the United States. Transcripts are evaluated by Educational Credential Evaluators, Inc. (ECE), Commission on Graduates of Foreign Nursing Schools (CGFNS), Josef Silny & Associates, Inc. (for Israel only), and other faculty-approved international institutions.
8. In accordance with Concordia University Irvine policies and procedures, students may appeal for an evaluation of extra-institutional learning (Concordia University Irvine endorses the Council for Higher Education and Accreditation statement on the validation of extra-institutional and experiential learning for transfer purposes).
9. Concordia University Irvine portfolio-based assessments.
10. In accordance with Concordia University Irvine policies and procedures, students may appeal for consideration of degree-level credit from non-regionally accredited schools by Concordia University Irvine faculty.
11. Association of Advanced Rabbinical and Talmudic Schools (limited).

ATTACHMENT C

EDUCATIONAL PARTNER PRICING

Rancho Santiago Community College District employees benefit from the following corporate educational partner pricing on tuition at Concordia University Irvine.

Free/waived application fees.

10% discount on all listed Graduate and Online Degree Completion Program courses. Current tuition fees apply.

Current Tuition & Fees are found on the Concordia University Irvine web site updated and maintained by the Bursar.

<http://www.cui.edu/studentlife/bursar/index.aspx?id=20276>

ATTACHMENT D

EXTENDED EDUCATIONAL PARTNER PRICING

RSCCD employees benefit from the following corporate educational partner pricing on tuition at Concordia University Irvine.

Free / waived application fees.

10% discount on all additional Graduate and Adult Degree Completion Programs. Current tuition and fees apply.

The discounts described above may not be combined with additional discounts or scholarships. For example, this discount may not be combined with \$2,000 Excellence in Nursing Scholarship.

Current Tuition & Fees are found on the Concordia University Irvine web site updated and maintained by the bursar.

<http://www.cui.edu/studentlife/bursar/index.aspx?id=20276>

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 3 Board Members
LEADERSHIP CONGRESS 2017 (John Hanna)
Las Vegas, NV – Sept. 23-28, 2017 (Zeke Hernandez)
(Phillip Yarbrough)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA 1 Board Member
STUDENT TRUSTEES WORKSHOP Gregory Pierot
Long Beach, California – August 11-13, 2017