

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, June 25, 2018**  
**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.

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

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 the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

**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 11, 2018

**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 Administration of Oath of Allegiance and Badge Pinning District Safety & Security Officers

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from Student Trustee  
2.2 Reports from Student Presidents
  - Student activities2.3 Report from Classified Representative  
2.4 Reports from Academic Senate Presidents
  - Senate meetings2.5 Reports from College Presidents
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events2.6 Report from the Chancellor

## **3.0 INSTRUCTION**

- \*3.1 Approval of Western Interpreting Network (WIN) Service Agreement Action  
The administration recommends approval of the Western Interpreting Network (WIN) service agreement as presented.
- \*3.2 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Huntington Beach Fire Department and Marine Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine located in Huntington Beach, California as presented.
- \*3.3 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Newport Beach Fire Department and Marine Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine located in Newport Beach, California as presented.
- \*3.4 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with Orange County Lifeguards Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with Orange County Lifeguards located in Dana Point, California as presented.

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

- \*3.5 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Seal Beach Lifeguards Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards located in Seal Beach, California as presented.
- \*3.6 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Corona Fire Department Action  
The administration recommends approval of the standard inter-agency instructional services agreement renewal with the City of Corona Fire Department located in Corona, California as presented.
- \*3.7 Approval of Affiliation Agreement Renewal with Regents of University of California Action  
The administration recommends approval of the affiliation agreement renewal with the Regents of University of California located in Los Angeles, California as presented.
- \*3.8 Approval of Health Sciences Program Agreement Renewal with Regents of University of California Action  
The administration recommends approval of the health sciences program agreement renewal with the Regents of University of California located in Orange, California as presented.
- \*3.9 Approval of Educational Affiliation Agreement Renewal with Garden Grove Unified School District (GGUSD) Action  
The administration recommends approval of the educational affiliation agreement renewal with GGUSD located in Garden Grove, California as presented.
- \*3.10 Approval of Educational Affiliation Agreement Renewal with Westminster School District Action  
The administration recommends approval of the educational affiliation agreement renewal with Westminster School District located in Westminster, California as presented.
- \*3.11 Approval of Educational Affiliation Agreement Renewal with Laguna Beach Unified School District (LBUSD) Action  
The administration recommends approval of the educational affiliation agreement renewal with LBUSD located in Laguna Beach, California as presented.

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

- \*3.12 Approval of Educational Affiliation Agreement Renewal with Placentia-Yorba Linda Unified School District (PYLUSD) Action  
The administration recommends approval of the educational affiliation agreement renewal with PYLUSD located in Placentia, California as presented.
- \*3.13 Approval of Educational Affiliation Agreement Renewal with Saddleback Valley Unified School District (SVUSD) Action  
The administration recommends approval of the educational affiliation agreement renewal with SVUSD located in Mission Viejo, California as presented.
- \*3.14 Approval of Educational Affiliation Agreement Renewal with Tustin Unified School District (TUSD) Action  
The administration recommends approval of the educational affiliation agreement renewal with TUSD located in Tustin, California as presented.
- \*3.15 Approval of Renewal of Consulting Agreement with Orange Unified School District (OUSD) Action  
The administration recommends approval of the renewal of consulting agreement with OUSD.
- \*3.16 Approval of Three Year Renewal of Instructional Services Agreement with Orange Unified School District Action  
The administration recommends approval of the three year renewal of instructional services agreement with OUSD as presented.
- \*3.17 Approval of Renewal of Memorandum of Understanding (MOU) for Bridge Program with Orange Unified School District Action  
The administration recommends approval of the renewal of the MOU for Bridge Program with OUSD.
- \*3.18 Approval of Agreement between RSCCD and Pacific Clinics' Recovery Education Institute (REI) Action  
The administration recommends approval of the agreement between RSCCD and Pacific Clinics' REI.
- \*3.19 Approval of 2018-2020 eLumen Software Client Services Agreement Action  
The administration recommends approval of the 2018-2020 software client services agreement with eLumen.

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

- \*3.20 Approval of One Year Renewal of Instructional Services Agreement with South Coast College Action  
The administration recommends approval of the one year renewal of instructional services agreement with South Coast College located in Orange, California as presented.

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers from May 26, 2018, to June 12, 2018.
- \*4.3 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church Action  
The administration recommends approval of the lease with St. Peter Evangelical Lutheran Church in Santa Ana as presented.
- \*4.4 Approval of Agreement with MHP, Inc. for On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide Action  
The administration recommends approval of the agreement with MHP, Inc. for on-call structural engineering services for various facility improvement projects district-wide as presented.
- \*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 Action  
The administration recommends approval of 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 Five Year Construction Plan (2020-2024) and Initial Project Proposals (IPPs) for Santa Ana College (SAC) and Santiago Canyon College (SCC) Action  
The administration recommends approval of the Five Year Construction Plan (2020-2024) and IPPs for SAC and SCC as presented.
- \*4.7 Approval of Agreement with Architecture 9 PLLLP for Architectural Design Services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College Action  
The administration recommends approval of the agreement with Architecture 9 PLLLP for architectural design services for Russell Hall replacement (secondary effect A-214) at SAC as presented.

- \*4.8 Approval of Amendment to Agreement with Bernards for Construction Management Services for Science Center at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Bernards for construction management services for the Science Center at SAC as presented.
- \*4.9 Rejection of all Bids for Bid #1348 for Barrier Removal Parking Lot 9 at Santa Ana College Action  
The administration recommends rejection of all bids for Bid #1348 for barrier removal parking lot 9 at SAC as presented.
- \*4.10 Approval of Amendment to Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Smith-Emery Laboratories for materials testing and inspection consulting services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- \*4.11 Approval of Agreement with TLC Auctions Action  
The administration recommends approval of the agreement with TLC Auctions to conduct auctions on an as needed basis as presented.
- \*4.12 Approval of 2018-2019 Contract Listing Action  
The administration recommends approval of the 2018-2019 contract listing as presented.
- \*4.13 Award of Bid #1350 for Purchase of Hitachi (or Equal) Ultra High Definition Television (TV) Student Camera Systems Action  
The administration recommends accepting and awarding Bid #1350 for purchase of Hitachi (or equal) ultra high definition TV studio camera systems to VMI, Inc. as presented.
- \*4.14 Rejection of all Bids for Bid #1344 for Sports Field Maintenance at Santiago Canyon College Action  
The administration recommends rejection of all bids for Bid #1344 for sports field maintenance at SCC as presented.
- \*4.15 Rejection of all Bids for Bid #1345 for Landscape Maintenance Services Action  
The administration recommends rejection of all bids for Bid #1345 for landscape maintenance services as presented.

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

- \*4.16 Approval of Legal Services Agreement for Bergman Dacey Goldsmith, PLC Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.
- \*4.17 Approval of Legal Services Agreement with Orbach Huff Suarez + Henderson, LLP Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.
- \*4.18 Approval of Legal Services Agreement for Atkinson, Andelson, Loya, Rudd & Romo Action  
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.
- \*4.19 Approval of Legal Services Agreement for Musick, Peeler & Garrett LLP Action  
It is recommended that authorization be given to the Chancellor or his designee approve the agreement between RSCCD and Musick, Peeler & Garrett LLP as presented.
- \*4.20 Approval of Legal Services Agreement for Liebert Cassidy Whitmore Action  
It is recommended that authorization be given to the Vice Chancellor of Human Resources or a designee to renew the agreement for professional services between RSCCD and Liebert Cassidy Whitmore for the period of July 1, 2018, through June 30, 2020, as presented.
- \*4.21 Approval of Agreement for General Counsel Services - AlvaradoSmith Action  
It is recommended that authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or a designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.
- \*4.22 Approval of Agreement with Nicole Miller & Associates Action  
It is recommended that authorization be given to the Chancellor or his designee to renew the agreement between RSCCD and Nicole Miller & Associates for the period of July 1, 2018, through June 30, 2019, as presented.
- \*4.23 Approval of Services from State of California Department of Justice Action  
It is recommended that the board approve engaging the State of California Department of Justice to provide fingerprinting and reimbursement services as presented.

- \*4.24 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period April 22, 2018, through May 26, 2018.

## 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:
- Governor’s Office of Business & Economic Development \$ 20,000  
(GO-Biz) Capital Infusion Program (CIP) Grant (District) –  
*Augmentation*
  - Career and Technical Education Act (CTEA) Title I-C \$ 894,480  
(District/SAC/SCC)
  - CTEA Title I-C Career Technical Education (CTE) \$ 82,754  
Transitions (District/SAC/SCC)
  - Fiscal Agent for the Regional Consortia (District) \$2,070,000
  - Nursing Program Support Grant (SAC) \$ 207,358
  - Saint Joseph Hospital On-Site Associate Degree Nursing \$ 134,875  
Program (SAC)
  - Santa Ana Middle College High School (SAC) \$ 100,000
  - Song-Brown Health Care Workforce Training Program – \$ 200,000  
Registered Nurse Education: Capitation for Associate  
Degree Nursing Program (SAC)
  - Song-Brown Health Care Workforce Training Program - \$ 125,000  
Registered Nurse Education: Special Program for  
Associate Degree Nursing Program (SAC)
  - Youth Empowerment Strategies for Success - Independent \$ 22,500  
Living Program (YESS – ILP) (SAC)
- \*5.2 Approval of Sub-Agreements between RSCCD and Butte-Glenn, Cabrillo, Grossmont-Cuyamaca, Riverside, Santa Barbara and State Center Community College Districts for Regional Consortia funded by Carl D. Perkins Career and Technical Education Improvement Act of 2006, Perkins IV Title I-Part B Grant Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

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



- \*5.3 Adoption of Resolution No. 18-14 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant (Agreement #18-9040) Action  
The administration recommends adoption of Resolution No. 18-14 with the Office of Statewide Health Planning and Development 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.
- \*5.4 Approval of ACT Standard Agreement Form between RSCCD and ACT, Inc. for administering WorkKeys Assessments Action  
The administration recommends approval of the 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.
- \*5.5 Approval of Lease Agreement between RSCCD and Los Angeles Chamber of Commerce for Strong Workforce Program Action  
The administration recommends approval of the 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.
- \*5.6 Approval of Agreement with RSCCD and 25<sup>th</sup> Hour Communications for Marketing and Advertising Services Action  
The administration recommends approval of the agreement with 25<sup>th</sup> Hour Communications 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.
- 5.7 Approval of Renewal of Contract for Townsend Public Affairs, Inc. Action  
The administration recommends approval of the contract for consulting services with Townsend Public Affairs, Inc. as presented.
- 5.8 Approval of Representative for Labor Negotiation for Unrepresented Employees (pursuant to Government Code Section 54957.6a) Action  
a. Ruben Smith, Esq.  
b. Raúl Rodríguez, Ph.D.
- 5.9 Board Member Comments Information

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

## **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
  
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore  
Raúl Rodríguez, Chancellor  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
Continuing Education Faculty Association (CEFA)
  
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
  - a. Agency Negotiator: Ruben Smith, Esq.  
Unrepresented Employee: Chancellor
  - b. Agency Negotiator: Ruben Smith, Esq. and Raúl Rodríguez, Ph.D.  
Unrepresented Employees: Vice Chancellors, College Presidents
  
5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)  
Property: 15991 Armstrong Ave., Tustin, California  
Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District  
Negotiating Parties: County of Orange  
Under Negotiation: Sale of Property

## **RECONVENE**

### **Issues discussed in Closed Session (Board Clerk)**

#### **Public Comment**

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**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 New Job Descriptions
- Approval of Employment Agreements
- Approval of Changes of Assignments
- Approval of Interim Assignments
- Approval of Extensions of Interim Assignment
- Ratification of Resignations/Retirements
- Approval of Appointments
- Approval of 2017-2018 Contract Extension Days
- Approval of 2018-2019 Contract Extension Days
- Approval of 2018-2019 Additional Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- Rescission of Beyond Contract/Overload Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services

### **6.2 Classified Personnel Action**

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- 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
- Approval of Community Service Presenters and Stipends
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

### **6.3 Discussion and Approval of Change in Policy Regarding Term of Cabinet and Executive Level Contracts Action**

It is recommended that the board discuss and approve a change in policy to enter into two-year rather than three-year contracts for cabinet and executive level employees.

## **7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on July 16, 2018.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees  
(Regular meeting)**

**Monday, June 11, 2018**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Ms. Elizabeth Weber.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Ariel Weber, daughter of 2018-2019 Student Trustee, Rancho Santiago Community College District.

1.3 Administration of Oath of Allegiance to Elizabeth M. Weber, 2018-2019 Student Trustee

Ms. Mendoza administered the Oath of Allegiance to Ms. Elizabeth M. Weber. The board welcomed her as the 2018-2019 student trustee.

1.4 Recognition of Classified Staff

The board recognized Ms. Maria Garcia, Human Resource Technician, RSCCD; Ms. Jacque Myers, Job Placement Coordinator, Santiago Canyon College (SCC); and Mr. Chris Wild, Operations Specialist, Santa Ana College (SAC); for being named as Classified Employee of the Year at their respective campuses; and for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

1.5 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Mr. Yarbrough to approve revised pages for page 10 and 11 on the agenda. Discussion ensued. The chancellor asked that no revisions be made for page 10 and 11 of the agenda; therefore, the motion was rescinded.

1.6 Public Comment

Mr. Ian Woodhead spoke regarding classified employees no longer being able to teach classes.

1.7 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held May 14, 2018. 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 Weber’s advisory vote was aye.

1.8 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez 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 3.2 (Southwest Community Center Service), 3.3 (Early Learning Partners, LLC), 3.5 (California Association of Health & Education Linked Professions), 4.3 (BankMobile Technologies, Inc), 5.5 (California State University, Fullerton), 5.6 (Applied Learning Science, LLC), and 5.7 (Integrative Impact LLC) removed from the Consent Calendar by Mr. Hernandez; Item 3.17 (Student Orange County Transportation Authority Bus Fee) removed from the Consent Calendar by Ms. Barrios; and Items 4.16, 4.17, 4.18, and 5.16 (all legal services agreements) removed from the Consent Calendar by Mr. Hanna. 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 Weber’s advisory vote was aye.

3.1 Approval of Subscription Agreement with Regroup Mass Notification

The board approved the subscription agreement with Regroup Mass Notification.

3.4 Approval of New Educational Affiliation Agreement with Speech and Language Development Center

The board approved the new educational affiliation agreement with Speech and Language Development Center located in Buena Park, California, as presented.

3.6 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Costa Mesa Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Costa Mesa Fire Department located in Costa Mesa, California, as presented.

3.7 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Fountain Valley Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Fountain Valley Fire Department located in Fountain Valley, California, as presented.

1.8 Approval of Consent Calendar (cont.)

3.8 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Garden Grove Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Garden Grove Fire Department located in Garden Grove, California, as presented.

3.9 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Vernon Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Vernon Fire Department located in Vernon, California, as presented.

3.10 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Downey Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Downey Fire Department located in Downey, California, as presented.

3.11 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Montebello Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Montebello Fire Department located in Montebello, California, as presented.

3.12 Approval of Santiago Canyon College Educational Master Plan 2016-2022

The board approved the SCC Educational Master Plan 2016-2022 document.

3.13 Approval of Renewal Agreement with Santa Ana Beauty Academy to operate Santiago Canyon College Cosmetology Program

The board approved the renewal agreement with Santa Ana Beauty Academy to operate the SCC cosmetology program.

3.14 Approval of Amendment to Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy

The board approved the amendment to the Vocational Cosmetology Education Agreement with Santa Ana Beauty Academy.

3.15 Approval of School Counseling Supervised Unpaid Practicum and Internship Fieldwork Agreement between Chapman University and Santiago Canyon College

The board approved the School Counseling Supervised Unpaid Practicum and Internship Fieldwork agreement between Chapman University and SCC.

1.8 Approval of Consent Calendar (cont.)

3.16 Approval of Proposed Revisions for 2018-2019 Santiago Canyon College Catalog Addendum

The board approved the proposed revisions for the 2018-2019 SCC catalog addendum as presented.

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 3, 2018, to May 25, 2018.

4.5 Approval of Amendment to Agreement with Michael Baker International, Inc. for Topographic Land Survey Consultant Services at District Operations Center

The board approved the amendment to the agreement with Michael Baker International, Inc. for topographic land survey consultant services at the District Operations Center as presented.

4.6 Approval of Amendment to Agreement with Lionakis for On-Call Architectural Design Services for Various Projects District-Wide

The board approved the agreement with Lionakis for on-call architectural design services for various projects District-wide as presented.

4.7 Approval of Amendment to Agreement with PENCO Engineering, Inc. for On-Call District-Wide Land Survey Services

The board approved the amendment to the agreement with PENCO Engineering, Inc. for on-call District-wide land survey services as presented.

4.8 Approval of Agreement with Guidepost Solutions LLC for Door Access Control District-Wide

The board approved the agreement with Guidepost Solutions LLC for door access control District-wide as presented.

4.9 Approval of Amendment to Agreement with Dovetail Decision Consultants, Inc. for Furniture and Equipment Consulting Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with Dovetail Decision Consultants, Inc. for furniture and equipment consulting services for the Science Center at SAC as presented.

4.10 Approval of Amendment to Agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for Johnson Student Center, Johnson Relocation to Temporary Village and Building J Relocation Projects at Santa Ana College

The board approved the agreement with PAL id Studio, Inc. for furniture and equipment design services for the Johnson Student Center at SAC as presented.

1.8 Approval of Consent Calendar (cont.)

4.11 Approval of Change Order #1 for Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College

The board approved change order #1 for the agreement for energy conservation services with McCarthy Building Companies, Inc. for the new Central Plant Building project at SAC as presented.

4.12 Ratification of Agreement with 3QC, Inc. for Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board ratified the agreement with 3QC, Inc. for commissioning consulting services for Russell Hall Replacement at SAC as presented.

4.13 Acceptance of Completion of the New Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College and Approval of Recording of Notice of Completion

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

4.14 Approval of Independent Contractor

The board approved the following independent contractor: Growth Sector, Inc. to provide support services to meet the outcomes of the Santa Ana Tech Grant objectives by establishing and implementing recruitment processes and participant services; monitoring academic progress; developing academic improvement plans; designing and conducting evaluations to improve effectiveness and coordinating and conducting program orientation, career workshops, panels, field trips and job skills trainings. Dates of service are July 1, 2018, through December 31, 2018. The fee is estimated at \$36,000.

4.15 Approval of Independent Contractor

The board approved the following independent contractor: Veronica Neal to provide assistance with developing an equity core team training for Santiago Canyon College team leads, including establishing what the team looks like and assisting with the development of a unique model. Dates of service are June 15, 2018, through August 17, 2018. The fee is estimated at \$26,000.

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:

-California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant (District)	\$	66,000.00
-Child Development Training Consortium (SAC & SCC) - <i>Augmentation</i>	\$	987.50
-Community College Completion Grant (SAC) – <i>Augmentation</i>	\$	100,000.00



1.8 Approval of Consent Calendar (cont.)

5.1 Approval of Resource Development Items (cont.)

-Full-Time Student Success Grant (SAC & SCC) – <i>Augmentation</i>	\$ 212,000.00
-Guided Pathways (SAC & SCC)	\$ 596,144.00
-Information Communications Technology (ICT)/Digital Media Sector Navigator (District)	\$ 372,000.00
-Key Talent Administration & Sector Strategy Fiscal Agent (District)	\$17,800,000.00
-Retail Hospitality/Tourism/Learn and Earn – Sector Navigator (District)	\$ 372,000.00

5.2 Approval of Sub-Agreement between RSCCD and SynED for Industry Sector Projects in Common (ISPIC) – Orange County Region – Information Communications Technology (ICT) Sector Information Technology Fundamentals (ITF) Curriculum Development Project funded by Career Technical Education (CTE) Data Unlocked Initiative

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 SynED for ISPIC - Orange County Region – ICT Sector National Cyber League (NCL) Voucher Management Project funded by CTE Data Unlocked Initiative

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 Riverside Community College District for ISPIC – Global Digital Marketing funded by CTE Data Unlocked Initiative

The board approved the sub-agreement and authorized 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.

5.8 Approval of Sub-Agreement between RSCCD and Listen to See, Inc. 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.

5.9 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 Approval of Consent Calendar (cont.)

5.10 Approval of Sub-Agreement between RSCCD and Foundation for Grossmont & Cuyamaca Colleges for ISPIC – Health Sector funded by CTE Data Unlocked Initiative

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.

5.11 Approval of Fourth Amendment to Sub-Agreement between RSCCD and Concentric Sky for CTE Data Unlocked Initiative

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.

5.12 Adoption of Resolution No. 18-11 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement #18-9053)

The board adopted Resolution No. 18-11 with the Office of Statewide Health Planning and Development 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.

5.13 Adoption of Resolution No. 18-12 for California Department of Education for California State Preschool Program (Contract #CSPP-8357)

The board adopted Resolution No. 18-12 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.14 Adoption of Resolution No. 18-13 for California Department of Education for General Child Care and Development Program (Contract #CCTR-8159)

The board adopted Resolution No. 18-13 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.9 Public Hearing – 2018-2019 Tentative Budget

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Student Trustee

Ms. Weber provided a report to the board.

## 2.2 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Mr. Juan Esqueda, Student President, Santa Ana College  
Mr. Vincent Vargas, Student Secretary, Santiago Canyon College

## 2.3 Report from Classified Representative

There was no representation from classified staff.

## 2.4 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College  
Ms. Monica Zarske, Academic Senate President, Santa Ana College

## 2.5 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College  
Dr. James Kennedy, Vice President, Santa Ana College

## 2.6 Report from the Chancellor

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

## 2.7 Reports from Board Committee Chairpersons

Mr. Labrado provided a report on the June 7, 2018, Board Facilities Committee meeting.

## 2.8 Presentation regarding Analysis of Economic Impact and Return on Investment of Education

Mr. Ralph Plaza and Mr. Sterling Smith, Emsi Company, provided a presentation on an analysis of economic impact and return on investment of education. Board members received clarification on data related to the presentation from Mr. Plaza and Mr. Smith.

### 3.0 INSTRUCTION

Items 3.1, 3.4, and 3.6 through 3.16 were approved as part of Item 1.8 (Consent Calendar).

#### 3.2 Approval of Agreement with Southwest Community Center Service on behalf of Santa Ana College

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the agreement with Southwest Community Center Service located in Santa Ana, California, on behalf of SAC. 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 Weber’s advisory vote was aye.

#### 3.3 Approval of New Educational Affiliation Agreement with Early Learning Partners, LLC

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the new educational affiliation agreement with Early Learning Partners, LLC located in Ventura, California as presented. Discussion ensued on Item 3.3 and 3.5. 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 Weber’s advisory vote was aye.

#### 3.5 Approval of Educational Affiliation Agreement Renewal with California Association of Health & Education Linked Professions

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the educational affiliation agreement renewal with California Association of Health & Education Linked Professions located in Apple Valley, California, as presented. Discussion ensued during Item 3.3. 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 Weber’s advisory vote was aye.

Ms. Barrios recused herself by leaving the room during discussion of Item 3.17.

#### 3.17 Approval of Student Orange County Transportation Authority (OCTA) Bus Fee at Santiago Canyon College

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the student OCTA bus fee at SCC as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza; and one nay vote from Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

Ms. Barrios returned to the room at this time.

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, and 4.5 through 4.15 were approved as part of Item 1.8 (Consent Calendar).

##### **4.3 Approval of Agreement with BankMobile Technologies, Inc.**

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the agreement with BankMobile Technologies, Inc. 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 Weber’s advisory vote was aye.

##### **4.4 Approval of 2018-2019 Tentative Budget**

It was moved by Mr. Hernandez and seconded by Mr. Yarbrough to approve the 2018-2019 Tentative Budget as presented. Mr. Hardash provided a presentation on the 2018-2019 Tentative Budget. Board members received clarification on data related to the presentation from Mr. Hardash. Mr. Yarbrough asked that the answers to the questions he asked be attached to the minutes. 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 Weber’s advisory vote was aye.

##### **4.16 Approval of Legal Services Agreement for Bergman Dacey Goldsmith, PLC**

It was moved by Mr. Hanna and seconded by Ms. Alvarez to postpone action on Items 4.16, 4.17, 4.18, 5.16, and 6.4 (all legal agreements) until the June 25<sup>th</sup> board meeting. Discussion ensued. Mr. Hanna and Ms. Alvarez asked that the board’s attorney review the aforementioned legal agreements prior to the June 25<sup>th</sup> board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, Mr. Yarbrough; and one nay vote from Ms. Barrios. Student Trustee Weber’s advisory vote was aye.

##### **4.17 Approval of Legal Services Agreement for Atkinson, Andelson, Loya, Rudd & Romo**

This item had action postponed during discussion of Item 4.16.

##### **4.18 Approval of Legal Services Agreement for Orbach Huff Suarez + Henderson, LLP**

This item had action postponed during discussion of Item 4.16.

#### **5.0 GENERAL**

Items 5.1, 5.2, 5.3, 5.4, 5.8 through 5.14 were approved as part of Item 1.8 (Consent Calendar).

5.5 Approval of Sub-Agreement between RSCCD and California State University, Fullerton for Auxiliary Services Corporation for Strong Workforce Program Regional Funds Initiative

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the sub-agreement and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. 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 Weber’s advisory vote was aye.

5.6 Approval of Sub-Agreement between RSCCD and Applied Learning Science, LLC for Strong Workforce Program Regional Funds Initiative

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the sub-agreement and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. 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 Weber’s advisory vote was aye.

5.7 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for Sector Navigator ICT/Digital Media Grant

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the sub-agreement and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. 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 Weber’s advisory vote was aye.

5.15 Approval of Board Legislative Committee Recommendations

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to approve the Board Legislative Committee’s recommendations 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 Weber’s advisory vote was aye.

5.16 Approval of Legal Services Agreement for The Feldhake Law Firm

This item had action postponed during discussion of Item 4.16 (Legal Services Agreement for Bergman Dacey Goldsmith, PLC).

5.17 Approval of Board Participation in Retreat for Governing Board Policy and Leadership for Guided Pathways

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to select a date and participate in a Governing Board Policy and Leadership Retreat in support of the district's participation in the California Guided Pathways Project. It was determined the days of the retreat would be selected at a future date. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, Mr. Yarbrough, and a vote of abstention by Ms. Barrios. Student Trustee Weber's advisory vote was aye.

5.18 Identification of Representative for Labor Negotiation for Unrepresented Employees (pursuant to Government Code Section 54957.6a

a. Ruben Smith, Esq.

This item was presented as an information item. During discussion of Item 1.5 (Additions or Corrections to Agenda) the board asked that action requested on this item be placed on the July agenda.

5.19 Board Member Comments

Board members welcomed Ms. Weber, 2018-2019 student trustee and reviewed some of the privileges available to the student trustee.

Board members commended staff on the recent commencements for both colleges.

Mr. Hernandez reported that he attended the SAC 173rd Basic Fire Academy Graduation on May 26 and the Nurses' Pinning Ceremony and Graduation on June 2.

Ms. Barrios shared information on an event hosted by the Los Angeles (LA)/Orange Counties (OC) Building and Construction Trades Council entitled "Women Build LA/OC" to be held on June 22 and June 23, 2018. She asked that the invitation be provided to students and faculty.

Mr. Hanna asked that both colleges encourage students to vote.

Mr. Hanna thanked Dr. Rodríguez for his comments relating to Mr. Woodhead's public comments regarding classified staff no longer being able to teach and asked that the item be placed on the July agenda for the board's review.

Ms. Mendoza asked Ms. Tracie Green to introduce herself. Ms. Green introduced herself and thanked the board for its consideration of appointing her as Vice Chancellor of Human Resources.

Mr. Hanna asked that the Health Center issues at both campuses be placed on a future agenda.

Dr. Rodriguez reported the following will be discussed in closed session:

Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)

Property: 15991 Armstrong Ave., Tustin, California

Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District

Negotiating Parties: County of Orange

Under Negotiation: Sale of Property

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 8:31 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) Vice Chancellor, Human Resources
    - (2) Director, Physical Plant & Facilities
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore  
Raúl Rodríguez, Chancellor, Rancho Santiago Community College District

Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)
  
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Vice Chancellor
  - b. Vice Chancellor
  - c. President
  - d. President
  - e. Chancellor
  
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
  - a. Agency Negotiator: Ruben Smith, Esq.
  - b. Unrepresented Employee: Chancellor
  - c. Agency Negotiator: Ruben Smith, Esq.
  - d. Unrepresented Employee: Vice Chancellor
  - e. Agency Negotiator: Ruben Smith, Esq.
  - f. Unrepresented Employee: Vice Chancellor
  - g. Agency Negotiator: Ruben Smith, Esq.
  - h. Unrepresented Employee: President
  - i. Agency Negotiator: Ruben Smith, Esq.
  - j. Unrepresented Employee: President
  
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])



6. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
7. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
  - Property: 15991 Armstrong Ave., Tustin, California
  - Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District
  - Negotiating Parties: County of Orange
  - Under Negotiation: Sale of Property

Ms. Weber left the meeting at this time.

## **RECONVENE**

The board reconvened at 10:09 p.m.

### **Closed Session Report**

Ms. Alvarez reported during closed session the board discussed public employment; labor negotiations; public employee evaluations, employee discipline/dismissal/release, anticipated litigation, and real property negotiations. The board ratified a two-day suspension of a District Safety Officer with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. In addition, Ms. Alvarez reported that the board took action on March 12, 2018, to not reappoint a probationary faculty member at the end of the 2017-2018 academic year with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and one nay vote from Mr. Hernandez. Ms. Barrios was not in attendance at the meeting; therefore, did not vote. Ms. Alvarez reported that the timeline to pursue a grievance regarding the board's decision pursuant to Education Code Section 87610.1 has passed and the decision is final.

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

- Approve 2018-2019 Chancellor Interim Annual Salary Schedule
- Approve 2018-2019 Cabinet Interim Annual Salary Schedule

### 6.1 Management/Academic Personnel (cont.)

- Approve 2018-2019 Management Interim Annual Salary Schedule
- Approve 2018-2019 Administrator/Academic Supervisor Step Increases
- Approve 2018-2019 Management/Classified Supervisor/Confidential Step Increases
- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Appointments
- Approve Interim Assignments
- Approve Extensions of Interim Assignments
- Approve Extension of Interim/Short-term Assignments
- Ratify Resignations/Retirements
- Approve 2018-2019 CEFA Interim Hourly Salary Schedule
- Approve 2017-2018 CSEA 888 Permanent Annual & Hourly Salary Schedules
- Approve 2018-2019 CSEA 888 Permanent Annual & Hourly Salary Schedules
- Approve 2018-2019 FARSCCD Interim Annual & Hourly Salary Schedules
- Approve 2018-2019 CSEA 888 Contract Step Increases
- Approve 2018-2019 FARSCCD Contract Salary Step Increases
- Approve 2018-2019 FARSCCD Contract Athletic Coaching Stipends
- Approve 2018-2018 CSEA 888 Contract Stipends
- Approve 2018-2019 FARSCCD Contract Coordinator Stipends
- Approve 2017-2018 FARSCCD Contract Extension Days
- Approve 2018-2019 FARSCCD Contract Extension Days
- Approve 2017-2018 Additional FARSCCD Contract Extension Days
- Approve 2018-2019 FARSCCD Contract Stipends
- Approve Adjusted Leaves of Absence
- Approve Beyond Contract/Overload 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 2018-2019 CSEA Interim Salary Schedule
- Approve 2018-2019 Miscellaneous Salary Schedule
- Approve 2018-2019 CSEA Step Increases
- Approve New Appointments
- Approve Hourly Ongoing to Contract Assignments
- Approve Temporary to Contract Assignments

6.2 Classified Personnel (cont.)

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago CSEA Chapter 888 (Child Development Teachers)

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2017, through June 30, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of Agreement with Liebert Cassidy Whitmore for Professional Legal Services

This item had action postponed during discussion of Item 4.16 (Legal Services Agreement for Bergman Dacey Goldsmith, PLC).

6.5 Authorization for Board Travel/Conferences

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

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, June 25, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 10:12 p.m. in memory of Mr. Allen E. Doby, Jr. who died on June 2, 2018, and was a long-time employee of the City of Santa Ana in the parks and recreation area until he retired in 1996.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

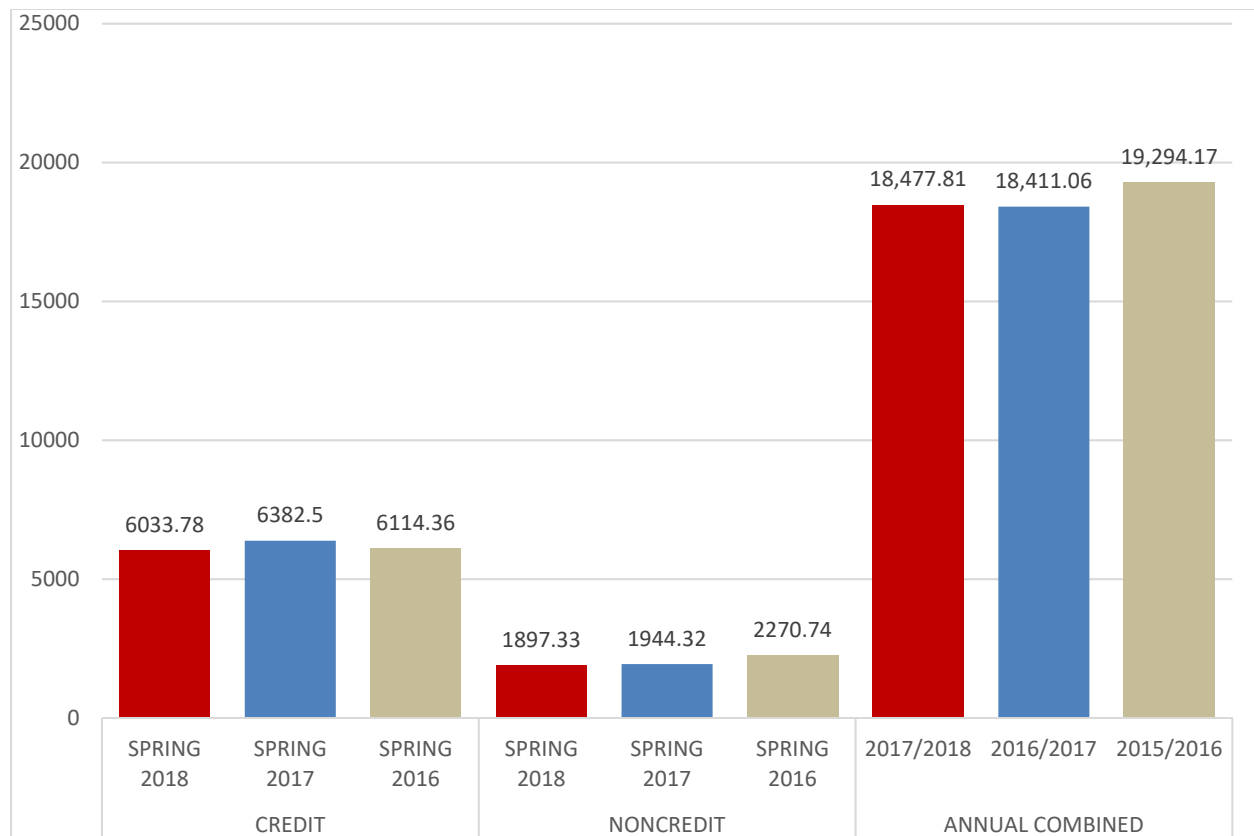
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: June 25, 2018



## SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 06/08/18



### PROJECTED FTES

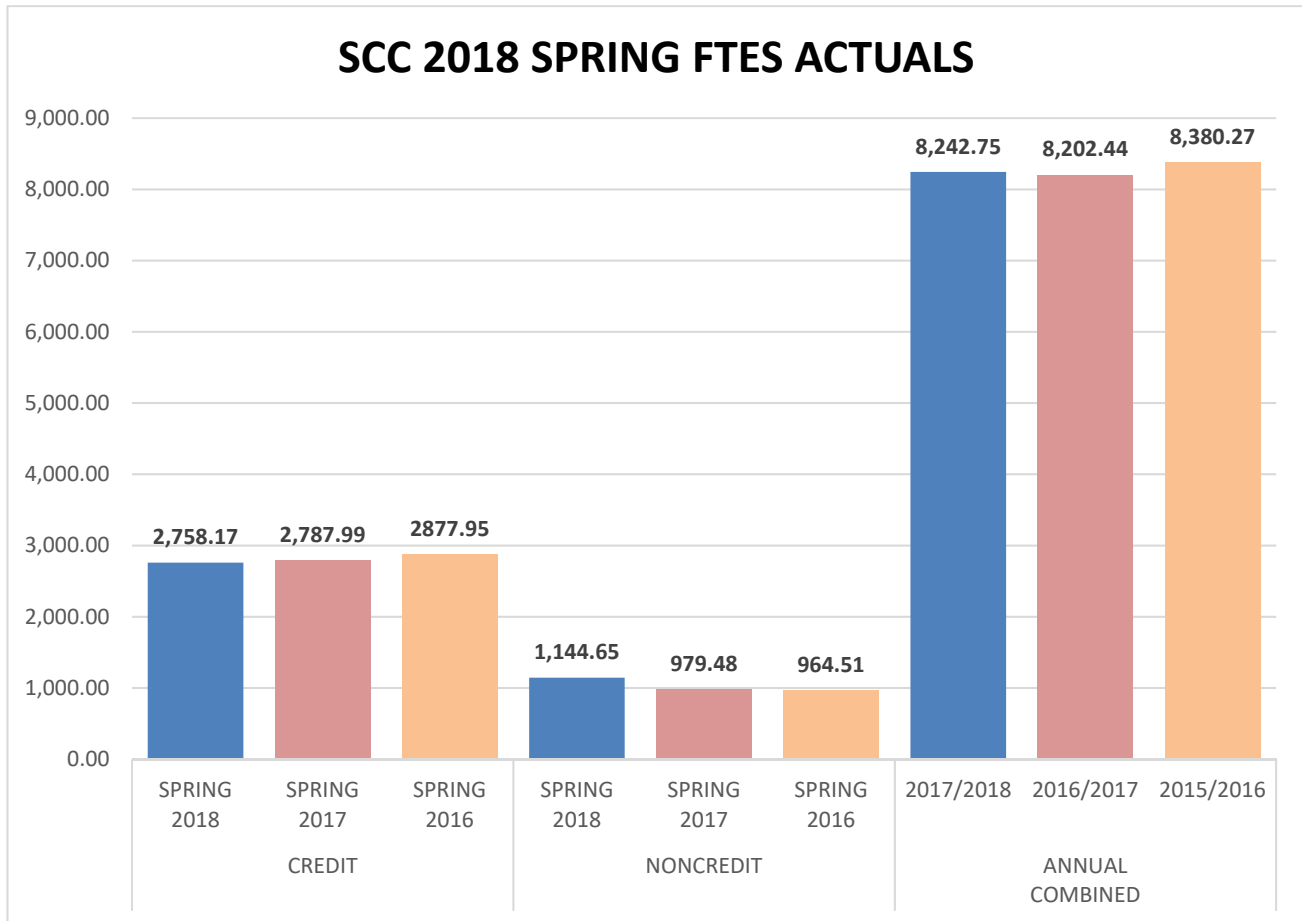
TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,068	-234	-3%
NONCREDIT SPRING TARGET**	2,500		
NONCREDIT SPRING PROJECTION**	2,173	-327	-13%
SUMMER BORROW PROJECTION	900		
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,231	-146	-1%

\* Includes Intersession \*\* Includes Summer before June 30th  
SAC Projection is 99 FTES Below 2015/2016 Base of 20,330



# SCC 2018 SPRING ENROLLMENT SNAPSHOT

6/7/2018



## PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2801	-13	-0.5%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
SUMMER BORROW PROJECTION	425		
COMBINED ANNUAL TARGET	8514		
COMBINED ANNUAL PROJECTION w/Borrowing	8808	+294.00	+3.5%

### SOURCES:

Executive Dashboard

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

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

**Date:** June 11, 2018  
**To:** Dr. Raúl Rodríguez  
**From:** Peter J. Hardash  
**Subject:** Responses to Board Requests

*From Trustee Phillip Yarbrough*

**Tentative Budget:**

**In short, it appears to me that the State gave us \$30m more in Fund 12 8629 which is for block grant programs, and we spent it in Fund 12 5100 Consultant Services – say it ain't so!**

- This large increase in categorically restricted funding is related to the addition of a new Career Technical Education/Strong Workforce Program grant. See below for more information on this grant.

**Pg. 7 – 8612 Describe the changes in Base Allocation, I know that it the new formula, but I want to hear it again and its implications for our future budgets.**

- The last three fiscal years, 2015/16, 2016/17 and 2017/18, the state has provided unrestricted base allocation increases to help cover increasing costs such as PERS and STRS rate increases for unfunded liabilities. The governor did not propose a base allocation increase for 2018/19, rather he proposed a new student-focused funding formula. As we do not yet know the effects of such a formula, no additional revenues are included for this tentative budget.

**Pg. 7 – 8612 State General Apportionment-Deficit. What does a negative figure portend?**

- Beginning in 2008/09, the district has been budgeting a deficit factor, which reduces the expected state general apportionment revenue. The state budget is built partially on estimates by the Department of Finance for expected property tax and enrollment fee revenues. These estimates can fluctuate up or down. In addition, with several districts in stabilization and restoration, the state may reduce overall apportionment as there is not enough funds to pay districts 100% of their earned revenue. In other words, a district may be paid only 98 cents on the dollar as an example, and that reduction is referred to as a deficit, which is a negative amount. Though we budgeted a (\$1.1 million) deficit in 2017/18, the state has indicated that they expect that number to decrease possibly to a zero deficit by year end.

**Pg. 24 – 8629 Block Grant/CTE SWP. What is SWP?**

- The district has received several grants for the Adult Education Block Grant and the Strong Workforce Program totaling a \$96 million budget for 2018/19 and accounted for in this line item. We expect to receive these funds through at least 2021.

**Pg. 24 – 8629 this increased \$96m from 16/17 to 18/19 while at the same time:**

**Pg. 27 – 5100 Personal and Consulting Services increased \$90m during the same time period.**

**In fact, there is very close to a dollar-for-dollar increase each year from 16/17 until today in Fund 12 8629 and 5100, so it appears that they are related. If they are related, then what are the Personal and Consulting Services the State of California is paying for?**

- These are indeed related. The district is the regional fiscal agent for these state grants which means we accept the funds and administer these restricted grants, and earn an indirect allocation by doing so. We receive this large block of funds and disburse the funds to colleges within Los Angeles and Orange County and use the 5100 Consultant Services object code to account for these transfers of funds to these other colleges. The various colleges receive funds based on their particular projects related to the statewide program to offer more and better career technical education and develop more workforce opportunity.

**Pg. 27 – 5900 provide the reason for the increase in Other from \$800k in 16/17 to \$3.3m in 18/19.**

- The majority of this difference from actual expenditures in 2016/17 of \$823,817 (and expected expenditures in 2017/18 of \$886,504) to a budget of \$3.3 million relates to account 5999 Special Project Holding object code. Many restricted grants use this object code to budget a contingency for their projects and move funds to other object codes for necessary expenditures. As no expenditures are actually made from 5999 the beginning budget is always higher than the actual expenditures in the 5900 series.

**Pg. 33 - Give me an update on our stabilization status.**

- In 2016/17 the district dropped 4.79% in our FTES and went into stabilization that year, meaning the state funded the district at the 2015/16 higher level of FTES. That means in the current fiscal year 2017/18 the district is in restoration, meaning we are endeavoring to grow back to at least our 2015/16 FTES funding level. If we do not fully restore, the district will take a permanent reduction in funding. When preparing the 2017/18 budget, the district actually reduced our estimated funding by \$1.16 million as at that time we projected we would need to borrow from summer 2018 and would not have enough FTES to fully restore. At this time, the colleges are estimating we will be close to full restoration in 2017/18 to the 2015/16 funding level.



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

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Western Interpreting Network (WIN) Service Agreement	
Action: Request for Approval	

**BACKGROUND**

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, students who are deaf and hard of hearing (DHH) cannot participate in their classes without the services of a sign language interpreter. RSCCD employs short term, hourly professional experts as sign language interpreters to provide this highly specialized service. The service agreement with WIN meets the districts' legal obligation to provide reasonable accommodations to its eligible students.

**ANALYSIS**

The service agreement with Western Interpreting Network will yield appropriately qualified interpreters on an as-needed basis. As the demand for interpreting hours decreases over the first few weeks of school, the contracted interpreters will be replaced with RSCCD hourly interpreters and the contract will be used only when staff cannot meet the need. The service agreement covers the scope of program, operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by District and College staff. This agreement carries a fiscal impact of up to \$150,000 per academic year and is in effect for three years with the option to renew, unless otherwise terminated by either party.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Western Interpreting Network (WIN) Service Agreement, as presented.

Fiscal Impact:	Up to \$150,000 per academic year	Board Date: June 25, 2018
Prepared by:	Arnulfo Cedillo, Ed.D., Interim Vice President of Student Services Veronica Oforlea, Ed.D., Associate Dean, DSPPS	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**Western Interpreting Network (WIN)**  
**Service Agreement**

**THIS SERVICE AGREEMENT** dated this 1<sup>st</sup> day of July 2018.

**BETWEEN:**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
(The "Customer")

**-AND-**

**Western Interpreting Network**  
**31805 Temecula Parkway, #201, Temecula, CA 92592**  
(The "Service Provider")

**BACKGROUND:**

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
  
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement**

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), and the Service Provider hereby agrees to provide the services to the Customer.

**Term of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning July 1, 2018 until June 30, 2021 with the said term being capable of extension by mutual agreement of the parties.

**Performance**

Service Provider will provide sign language interpretation services to deaf persons in a variety of settings and on campus as requested by Customer and adhere to the terms of this Agreement.

### **Compensation**

For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$70.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined when courses exceed 2 hours and 5 minutes inclusive of a mandatory ten-minute break to be directed by the Customer.

Any assignment over the two-hour minimum will be billed in fifteen-minute increments unless the Service Provider interpreter is late/late than the threshold of 2 hours, then will be billed for arrival time and not the 2-hour minimum.

### **Independent Contractor**

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

### **Modification or Termination of Agreement**

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner.

Notices shall be sent to the RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Santa Ana College DSPS Office attention Deaf and Hard of Hearing Services office. The DSPS/DHH Senior Interpreter will provide copies to our on campus partners, SCC DSPS and the Humanities and Social Sciences Division/ASL Department, etc.

### **Notices:**

#### **For Customer:**

Rancho Santiago Community College District  
Attn: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to:

Santa Ana College  
DSPS office, attention Deaf and Hard of Hearing Services  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

**For Service Provider:**

Western Interpreting Network  
31805 Temecula Parkway, #201,  
Temecula, CA 92592

**Confidentiality Clause**

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

**Additional Clauses**

Customer will strive to request interpreters from the Service Provider with seventy-two hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be made to the Service Provider (WIN) with forty-eight hours or more notice.**

Customer will assume responsibility for payment should this cancellation be requested without proper notice.

Customer will assume payment responsibility should a student fail to attend an assignment in which an interpreter was requested. Customer may reassign a Service Provider interpreter dispatched for an assignment and exact time frame if original requested assignment is a no-show or late cancellation. Customer will not be held responsible to pay for service where an interpreter working for the Service Provider fails to “show up” for an assignment or refuses to be dispatched to an alternate assignment.

Extra time outside of requested assignment time needs to be “pre-approved” by Customer requesting entity. It will not be approved for a team of interpreters to both stay and bill for the extra time.

Service Provider interpreters shall wait the following time if no notification is given for an assignment where the student fails to show:

- 1 hour and 25 minute class, wait time = 20 minutes
- 2 hour and five minute class, wait time = 30 minutes
- 3 hours or more class, wait time = 1 hour

Services Provider interpreters shall communicate immediately to Service Provider after waiting allotted time to notify of the no-show.

Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker’s compensation.

The Service Provider recognizes Customer’s need for using only the most qualified interpreters in the delivery of said service and will utilize interpreters who possess a certification recognized and/or conferred by RID/NAD first and foremost. Service Provider will work cooperatively with Customer when determining if an interpreter is qualified for a particular class. All Service Provider contracted interpreters adhere to the

Professional Code of Conduct set forth by RID.

Should an interpreter begin assignment and realize they are not qualified; the interpreter will be removed immediately and replaced expeditiously. At any time should customer deem any interpreter sent by Service Provider as non-qualified for an assignment, Customer shall notify Service Provider immediately and request a substitution.

### **Mutual Indemnification Clause**

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 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.

### **Insurance**

Prior to commencing performance, Service Provider shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. **Commercial General Liability**

Comprehensive or Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. The insurance shall be primary and non-contributory.

2. **Workers' Compensation and Employers Liability**

Workers' Compensation as required under California State Law. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

3. **Additional Requirements**

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII or equivalent and be admitted in California. This can be amended by separate agreement by RSCCD.

The Rancho Santiago Community College District, its officers, agents, employees and volunteers shall be named as an *additional insured* on the Commercial General Liability policy, **documented by a written endorsement**, and the policy must provide for a thirty (30) days advance written notice to the District of any modification, change, or cancellation of any insurance coverage.

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

**Service Provider: Western Interpreting Network (WIN)**

**Customer: Rancho Santiago Community College District**

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(Signature)

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(Signature)

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MOON FERIS  
President – Western Interpreting Network

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PETER J. HARDASH  
Vice Chancellor Business Operations/  
Fiscal Services

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20-3617698  
(Tax ID Number)

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(Date Signed)

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(Date Signed)

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**(Board Approval Date)**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Huntington Beach Fire Department and Marine	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$120,000 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine, located in Huntington Beach, California, as presented.

Fiscal Impact:	\$120,000	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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**

**THIS AGREEMENT** is entered into this 25th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Huntington Beach Fire Department and Marine, 200 Main Street, Huntington Beach, CA, 92648** (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, 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. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure 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 ensure 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

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: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 34,280 student contract hours or \$120,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

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 ensure 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 as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section 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 to 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. Assignment. This Agreement 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/Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency;  
Huntington Beach Fire Department and Marine  
200 Main Street  
Huntington Beach, Ca. 92648

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 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.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. 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.

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

Agency: CITY OF HUNTINGTON BEACH  
FIRE DEPARTMENT AND  
MARINE  
200 Main Street  
Huntington Beach, CA 92648

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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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 Santa Ana 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 District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology 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 full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology 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 District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Newport Beach Fire Department and Marine	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$125,000 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine, located in Newport Beach, California, as presented.

Fiscal Impact:	\$125,000	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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**

**THIS AGREEMENT** is entered into this 25th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Newport Beach Fire Department and Marine, 100 Civic Center Drive, Newport Beach, CA, 92660** (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, 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. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure 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 ensure 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

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: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 35,740 student contract hours or \$125,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

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 ensure 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 as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section 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 to 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. Assignment. This Agreement 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/Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency;  
Newport Beach Fire Department and Marine  
100 Civic Center Drive  
Newport Beach, Ca. 92660



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 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.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. 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.

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

Agency: CITY OF NEWPORT BEACH  
FIRE DEPARTMENT AND  
MARINE  
100 Civic Center Drive  
Newport Beach, CA 92660

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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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 Santa Ana 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 District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology 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 full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology 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 District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Lifeguards	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the Orange County Lifeguards.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the Orange County Lifeguards is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the Orange County Lifeguards shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the Orange County Lifeguards has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$25,000 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the Orange County Lifeguards, located in Dana Point, California, as presented.

Fiscal Impact:	\$25,000	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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**

**THIS AGREEMENT** is entered into this 25th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **Orange County Lifeguards, 34127 Pacific Coast Highway, Suite 106, Dana Point, CA, 92629** (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, 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. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure 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 ensure 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

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: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 7,140 student contract hours or \$25,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

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 ensure 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 as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section 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 to 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. Assignment. This Agreement 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/Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency;  
Orange County Lifeguards  
34127 Pacific Coast Highway, Suite 106  
Dana Point, Ca. 92629

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 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.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. 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.

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

Agency: ORANGE COUNTY  
LIFEGUARDS  
34127 Pacific Coast Highway,  
Suite 106  
Dana Point, CA 92629

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

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 Santa Ana 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 District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology 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 full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology 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 District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Seal Beach Lifeguards	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$12,000 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards, located in Seal Beach, California, as presented.

Fiscal Impact:	\$12,000	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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**

**THIS AGREEMENT** is entered into this 25th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Seal Beach Lifeguards, 211 Eight Street, Seal Beach, CA, 90740** (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, 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. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure 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 ensure 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

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: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 3,425 student contract hours or \$12,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

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 ensure 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 as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section 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 to 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. Assignment. This Agreement 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/Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency;  
Seal Beach Lifeguards  
211 Eight Street  
Seal Beach, Ca. 90740

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 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.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. 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.

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

Agency: CITY OF SEAL BEACH  
LIFEGUARDS  
211 Eight Street  
Seal Beach, CA 90740

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

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 Santa Ana 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 District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology 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 full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology 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 District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Corona Fire Department	
Action:	Request for Approval	

**BACKGROUND**

This is a standard inter-agency instructional services agreement renewal with the City of Corona Fire Department.

**ANALYSIS**

This standard inter-agency instructional services agreement renewal with the City of Corona Fire Department is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard inter-agency instructional services agreement renewal with the City of Corona Fire Department shall be effective for a period of five (5) years or until termination by written notice of either party. The standard inter-agency instructional services agreement renewal with the City of Corona Fire Department has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will carry a cost for Santa Ana College not to exceed \$115,500 for each fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with the City of Corona Fire Department, located in Corona, California, as presented.

Fiscal Impact:	\$115,500	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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**

**THIS AGREEMENT** is entered into this 25th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Corona Fire Department, 735 Public Safety Way, Corona, CA, 92880** (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, 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. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure 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 ensure 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

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: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 33,000 student contract hours or \$115,500.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

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

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

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 ensure 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 as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section 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 to 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. Assignment. This Agreement 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/Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency;  
City of Corona Fire Department  
735 Public Safety Way  
Corona, CA. 92880

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 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.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. 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.

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

Agency: CITY CORONA FIRE  
DEPARTMENT  
735 Public Safety Way  
Corona, CA 92880

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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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 Santa Ana 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 District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology 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 full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology 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 District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

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

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Affiliation Agreement Renewal with the Regents of the University of California	
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. The Occupational Therapy Assistant Program will place no students at the site prior to Board approval.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this affiliation agreement renewal with the Regents of the University of California, located in Los Angeles, California as presented.

Fiscal Impact: None	Board Date: June 25, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
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 by and between the **Rancho Santiago Community College District on behalf of Santa Ana College** (hereinafter referred to as "DISTRICT") and The Regents of the University of California, a California constitutional corporation (hereinafter referred to as "University") on behalf of UCLA Medical Center (hereinafter referred to as "HOSPITAL").

### RECITALS

WHEREAS, the DISTRICT, provides an educational program in Occupational Therapy Assistant;

WHEREAS, clinical training experience in a primary clinical facility is a necessary part of the education and training in and Occupational Therapy Assistant; and

WHEREAS, HOSPITAL is willing under certain conditions to allow the DISTRICT to utilize its inpatient and outpatient facilities and staff for Occupational Therapy Assistant training for DISTRICT's students;

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

#### 1. GENERAL RESPONSIBILITIES.

A. Clinical experience for the DISTRICT'S Occupational Therapy Assistant students ("Students") shall be provided at the HOSPITAL as set forth in this Agreement.

B. The Student(s) shall be regularly enrolled students in the DISTRICT'S Occupational Therapy Assistant Program and meet any educational requirements of DISTRICT before participating in the clinical training at HOSPITAL. Students shall be held accountable to both the HOSPITAL and the DISTRICT to comply with all rules and regulations of the HOSPITAL.

C. Neither party to this Agreement shall be obligated to pay monetary compensation to the other or to the Student(s).

#### 2. DISTRICT RESPONSIBILITIES.

A. The DISTRICT shall be responsible for the delineation of the academic curriculum in Occupational Therapy Assistant, for the provision of instructors thereof, and for awarding the Degree in Occupational Therapy Assistant.

B. The DISTRICT shall be responsible for the selection, placement, and/or removal, and final grading of Student(s) placed with HOSPITAL for their clinical experience. These

decisions shall be made in consultation with the HOSPITAL in accordance with the respective responsibilities of each party to this Agreement, and in accordance with mutually agreed to criteria. The DISTRICT shall be responsible for ensuring that the Student(s) are qualified to participate in the clinical rotation at HOSPITAL.

C. The DISTRICT shall transmit to the HOSPITAL the name(s) and other biographical data on the Student(s) assigned to each class.

D. The DISTRICT shall ensure that each Student meets the requirements for the HOSPITAL basic infectious disease review, which shall include health status reports for each Student assigned to clinical training and including records of proof of immunization against common communicable diseases (including rubella immunity by evidence of vaccination or positive rubella serology) and a tuberculosis screening. Any exception to this provision shall be discussed with the HOSPITAL before placement for the Student in order to secure HOSPITAL's approval and acceptance of the Student. HOSPITAL retains the right to remove any Student who does not meet the standards of the basic infectious disease review.

E. The DISTRICT shall maintain all records of Student performance in the clinical program as evaluated and transmitted by the HOSPITAL.

F. The DISTRICT shall submit in writing to the HOSPITAL the name and credentials of the person designated Clinical Coordinator, whose responsibilities shall be to act as liaison between the DISTRICT and the HOSPITAL in the development and execution of the clinical program and the evaluation of Student performance, and to engage in such other activities as are of mutual concern in the provision of student training.

G. The DISTRICT shall, upon the written request of the HOSPITAL, withdraw any Student who: (1) fails to properly perform as a "student of a professional program in Occupational Therapy Assistant" or whose conduct otherwise interferes with the staff relationships or primary mission of the HOSPITAL; and/or (2) violates any HOSPITAL or University policy or procedure and/or the professional ethics of the HOSPITAL as they relate to patients, relatives or HOSPITAL personnel. The DISTRICT may also discontinue the assignment of any Student at HOSPITAL at any time during the term of this Agreement in accordance with established DISTRICT rules and regulations.

H. The DISTRICT shall be responsible for the conduct of the Students during the clinical training at HOSPITAL, and shall ensure that the Students comply with applicable HOSPITAL policies and procedures, state and federal laws, and requirements of the Joint Commission on Accreditation of Healthcare Organizations.

I. The DISTRICT shall ensure that the Students have health insurance coverage during their clinical rotation at HOSPITAL.



3. HOSPITAL RESPONSIBILITIES.

A. The HOSPITAL shall be responsible for the clinical experiences of the Student(s) assigned hereunder. Such Students shall be subject to the supervision, direction and control of the HOSPITAL while performing their assignments.

B. The HOSPITAL shall, to the extent that its current resources permit, accept Students selected by the DISTRICT for clinical assignments in accord with mutually agreed to schedules.

C. The HOSPITAL shall provide clinical education in Occupational Therapy Assistant in accordance with the educational objectives, learning experiences and performance expectations established and mutually agreed to by the DISTRICT and the HOSPITAL.

D. The HOSPITAL shall provide orientation as appropriate subsequent to placement of the assigned Student(s).

E. The HOSPITAL shall designate an individual with sufficient clinical training whose responsibilities shall be to act as liaison between the DISTRICT and the HOSPITAL in the development and execution of the clinical program and the evaluation of Student performance under this Agreement ("Hospital Coordinator").

F. The Hospital Coordinator shall, with input from HOSPITAL staff, evaluate the performance of each Student in the clinical program and transmit such evaluations to the DISTRICT.

G. The HOSPITAL shall approve the number of Students assigned to the HOSPITAL under this Agreement. The HOSPITAL also has the right to refuse use of the facility to any Student for clinical assignment. The HOSPITAL may also require the discontinuance of the assignment of a Student(s) at HOSPITAL upon prior written notice to the DISTRICT.

H. Students shall perform services for patients only when under the supervision of a licensed physical therapist. Students shall work, perform assignments, and participate in ward rounds, clinics, and staff meetings and in service educational programs at the discretion of their supervisors designated by HOSPITAL. Students are trainees, not employees and are not to replace University staff.

I. The HOSPITAL shall provide immediate emergency health care as required to Student(s) who are injured at HOSPITAL during the clinical training but shall not furnish any medical care for injuries not occurring in connection with the performance of the duties for the HOSPITAL. The cost of such care under this section I. shall be the responsibility of the DISTRICT or the Student. University and HOSPITAL are not responsible for providing any ongoing or follow-up care for the Student.

J. The HOSPITAL shall maintain sufficient administrative and professional supervision of the Student(s) to insure that the continuity and quality of service to patients and/or other HOSPITAL clients is maintained. HOSPITAL shall not decrease the normal number of staff as a result of this Agreement.

#### 4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall become effective **from date signed** and shall continue in effect for five (5) years through, unless terminated earlier.

B. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the Students' rotation, whichever is greater.

C. 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. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

#### 5. INSURANCE.

A. DISTRICT, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

(1) Professional Liability Insurance with financially sound and reputable companies with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the DISTRICT shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.

DISTRICT shall provide professional liability insurance for its Students assigned to the University.

(2) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

(3) Workers' Compensation Insurance in a form and amount covering DISTRICT's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(4) 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.

It should be expressly understood, however, that the coverages required under this Section 5A(1) and (2) shall not in any way limit the liability of DISTRICT.

The coverage referred to under paragraph 2 of this section 5A. shall be endorsed to include University as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, agents, and/or employees. DISTRICT, upon the execution of this Agreement, shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to University of any modification, change or cancellation of any of the above insurance coverages.

B. University shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

(1) Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the University shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

(2) General Liability Self-Insurance Program with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

(3) Workers' Compensation Self-Insurance Program covering University's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(4) 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.

It should be expressly understood, however, that the coverages required under this section 5.B.1 and 2 shall not in any way limit the liability of University.

The coverages referred to under paragraph 2 of this section 5.B. shall include DISTRICT as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, and/or employees.

6. INDEMNIFICATION.

A. The DISTRICT shall defend, indemnify and hold the University harmless from and against any and all liability, loss, expense, 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents, employees or Students.

B. The University shall defend, indemnify and hold the DISTRICT harmless from and against any and all liability, loss, expense, 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers agents, or employees.

7. STATUS OF STUDENTS.

A. During the period in which a Student is assigned to the HOSPITAL, the Student shall be under the direction and control of the HOSPITAL Clinical Coordinator.

B. It is expressly agreed and understood by University and DISTRICT that Students are present at the University'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 DISTRICT's program.

C. The parties acknowledge that the Students are not employees and are not covered by the University's or DISTRICT'S workers' compensation programs, and are not covered by the University's insurance programs.

8. DISCRIMINATION – PROHIBITION.

DISTRICT and University agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or University policy.

9. PATIENT RECORDS.

Any and all of HOSPITAL's medical records and charts created at HOSPITAL's facilities as a result of performance under this Agreement shall be and shall remain the property of the HOSPITAL. DISTRICT understands and agrees that it will require all of its Students rotating through HOSPITAL facilities to maintain the confidentiality of all patient medical records and charts in accordance with HOSPITAL policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA). DISTRICT agrees that Students shall comply with any HOSPITAL training or education required to comply with HIPAA or other applicable laws.

10. INTERRUPTION IN 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, 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.

11. NO ASSIGNMENT.

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

12. 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.

13. 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. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and University agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

15. GOVERNING LAW.

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

16. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

To HOSPITAL: Cindy Jaeger OTR  
Rehabilitation Services  
UCLA Medical Center  
757 Westwood Plaza Suite 3127  
Los Angeles, CA 90095  
Fax: (310)206-7085

To DISTRICT: Occupational Therapy Assistant Program  
Academic Fieldwork Coordinator  
Santa Ana College  
1530 West 17th Street  
Santa Ana, CA 92706  
Tel: (714) 564-6684

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17. ENTIRE AGREEMENT.

This Agreement 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.

18. USE OF NAME.

Neither party shall use the name of the other, including the names The Regents of the University of California, UCLA, UCLA Medical Center, or similar references to the same, without the prior written approval from an authorized representative of that party.

THE REST OF THIS PAGE LEFT BLANK

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

*PH*

DISTRICT: RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT

FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA ON  
BEHALF OF UCLA MEDICAL CENTER  
("HOSPITAL")

\_\_\_\_\_  
Signature

Name: Peter J. Hardash

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFILIATION AGREEMENT**

**EXHIBIT A**

The terms of this **Exhibit A** supplement the Affiliation Agreement between **UCLA Health System and Rancho Santiago Community College District on behalf of Santa Ana College (School)** dated for the Programs identified below.

1. Type of Program(s) offered by SCHOOL covered under this Agreement:

A. Subject Area: Occupational Therapy Assistant

B. Degree Awarded:

- Associate Degree
- Bachelor's Degree
- Master's Degree
- Doctorate Degree
- Advanced Practice: \_\_\_\_\_
- Other: \_\_\_\_\_

2. UCLA Health System facilities covered under this Agreement:

- Ronald Reagan UCLA Medical Center
- Santa Monica UCLA Medical Center and Orthopaedic Hospital
- Resnick Neuropsychiatric Hospital at UCLA
- Outpatient Clinics (location): Veteran, 12<sup>th</sup> and 15<sup>th</sup> Street

3. Rotation Description:

Clinical care of patients

- Yes
- No

Administrative rotation

- Yes (describe: \_\_\_\_\_)
- No

4. Evaluations of Students by UCLA staff:

- Yes
- No

5. SCHOOL Instructors:

A. SCHOOL Instructors present at UCLA:

- Yes
- No

B. Requirements for SCHOOL Instructors:

The individuals signing this **Exhibit A** represent that they have the authority to sign this **Exhibit A** and approve of these terms for their respective Programs.

**SCHOOL Representative:**

**UCLA Representative:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Academic Fieldwork Coordinator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Cindy Jaeger OTR  
Title: Rehab Manager  
Date: \_\_\_\_\_



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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Health Sciences Program Agreement Renewal with the Regents of the University of California	
Action:	Request for Approval	

**BACKGROUND**

Students in the Pharmacy Technology program are required to participate in externship 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.

**ANALYSIS**

This health sciences program agreement renewal with the Regents of the University of California covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This health sciences program agreement renewal with the Regents of the University of California shall be effective for three (3) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this health sciences program agreement renewal with the Regents of the University of California. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this health sciences program agreement renewal with the Regents of the University of California, located in Orange, California, as presented.

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**HEALTH SCIENCES PROGRAM AGREEMENT**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**AND**

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

This Agreement is made and entered into in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY").

**WITNESSETH:**

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, School of Medicine, fully accredited for training graduate and undergraduate students, hereinafter referred to as "SCHOOL"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

**I. STATUS OF HEALTH SCIENCES STUDENTS**

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

**II. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STUDENTS.

**III. NON-DISCRIMINATION**

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

**IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL**

- A. The Chief Operating Officer of the MEDICAL CENTER is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.

- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or

ethical behavior, the UNIVERSITY may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

**V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE**

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.

- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined

appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

## **VI. INDEMNIFICATION**

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising from 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 or intentional acts or omissions of AFFILIATE, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, and agents harmless 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.



## VII. INSURANCE

A. **AFFILIATE** at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. **Comprehensive or Commercial Form General Liability Insurance**  
(contractual liability included) with limits as follows:
  - (a) Each Occurrence \$2,000,000
  - (b) General Aggregate (Not applicable to the Comprehensive form)  
\$5,000,000

2. **Professional Medical and Hospital Liability Insurance** with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of **UNIVERSITY** and **AFFILIATE** against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A.(1), (2) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, employees. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

- B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.
- C. UNIVERSITY 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 insurance as follows:
  - 1. General Liability Insurance Program with limits as follows:
    - (a) Each Occurrence \$2,000,000
    - (b) General Aggregate \$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- |     |                   |             |
|-----|-------------------|-------------|
| (a) | Each Occurrence   | \$2,000,000 |
| (b) | General Aggregate | \$5,000,000 |

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B.(1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

### **XIII. REQUIRED NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United

States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

John Ross, Jr. Chair, Pharmacy Technology Dept.

Santa Ana College

1530 West 17<sup>th</sup> Street

Santa Ana, California 92706-3398

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Director

Risk Management

UCI Medical Center

101 The City Dr. Rte 153

Orange, CA 92868

With a copy to the following:

**Jody Jacobson-Wedret**

**Education Pharmacy Specialist**

**UC Irvine Health**

**101 The City Dr. South**

**Orange, Ca. 92868**

**IX. ENTIRE AGREEMENT**

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

#### **X. AMENDMENTS**

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

#### **XI. USE OF PARTIES' NAME**

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

#### **XII. INDEPENDENT CONTRACTOR STATUS**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their

respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

### **XIII. RESPONSIBILITY FOR OWN ACTS**

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

### **XIV. AUTHORIZATION WARRANTY**

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this

Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

**I. COOPERATION IN DISPOSITION OF CLAIMS**

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. 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, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of the date signed.

**THE REGENTS OF THE UNIVERSITY  
CALIFORNIA**

**AFFILIATE: RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
**Rebecca Brusuelas-James**  
  
**Associate Vice Chancellor for  
Administration, Health Affairs**

\_\_\_\_\_  
**Peter J. Hardash**  
  
**Vice Chancellor**  
  
**Business Operations/Fiscal Services**  
  
**TAX ID # 95-2696799**

\_\_\_\_\_  
**Date:**\_\_\_\_\_

\_\_\_\_\_  
**Date:**\_\_\_\_\_



**EXHIBIT # 1047**

**FOR THE PERIOD OF three (3) years from date of signature to the**

**HEALTH SCIENCES PROGRAM AGREEMENT**

**between**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**AND**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF**

**SANTA ANA COLLEGE**

**TERM AND PROGRAM DETAILS**

- A. This Agreement shall become effective as of the date signed, and shall continue in effect for a maximum of three (3) years unless terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this Agreement may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Pharmacy Technician Program.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to train graduates to work in most settings including hospital, retail, and compounding pharmacies. .
- D. The maximum number of student participants in the program at any given time shall be 3 per semester.

- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be 101 The City Dr. South Bldg. 1, Douglas Hospital Pharmacy.
- F. For purposes of scheduling the training experience, the time of facility availability shall be M-F, 7 am – 10 pm, subject to terms V.E-G.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Educational Affiliation Agreement Renewal with Garden Grove Unified School District	
Action:	Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Garden Grove Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Garden Grove Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Garden Grove Unified School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Garden Grove Unified School District, located in Garden Grove, California as presented.

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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*

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **GARDEN GROVE UNIFIED SCHOOL DISTRICT**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

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

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

### C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

### D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.



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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

## **PART V      STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI      PERIOD OF AGREEMENT**

A.      The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:**      Garden Grove Unified School District  
10331 Stanford Avenue  
Garden Grove, CA 92846

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name:      Peter J. Hardash

Title: \_\_\_\_\_

Title:      Vice Chancellor

\_\_\_\_\_

Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Educational Affiliation Agreement Renewal with Westminster School District	
Action: Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Westminster School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Westminster School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Westminster School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Westminster School District, located in Westminster, California as presented.

Fiscal Impact: None	Board Date: June 25, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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

### **Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the "**District**" and, **WESTMINSTER SCHOOL DISTRICT**, hereinafter called the "**Agency**".

#### PART I. BASIS AND PURPOSE OF AGREEMENT

##### WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

**WHEREAS**, the District operates Santa Ana College ("College") and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called "**Students**", enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

#### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

##### A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with **the Agency.**
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

### C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

### D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.



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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

#### **PARTV      STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI      PERIOD OF AGREEMENT**

A.      The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:**      Westminster School District  
14121 Cedarwood Avenue  
Westminster, CA 92683

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name:      Peter J. Hardash

Title: \_\_\_\_\_

Title:      Vice Chancellor

\_\_\_\_\_

Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Educational Affiliation Agreement Renewal with Laguna Beach Unified School District	
Action:	Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Laguna Beach Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Laguna Beach Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Laguna Beach Unified School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Laguna Beach Unified School District, located in Laguna Beach, California as presented.

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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*

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **LAGUNA BEACH UNIFIED SCHOOL DISTRICT**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

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

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

### C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

### D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.



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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

## **PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI      PERIOD OF AGREEMENT**

A.      The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:**      Laguna Beach Unified School District  
550 Blumont Street  
Laguna Beach, CA 92651

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name:      Peter J. Hardash

Title: \_\_\_\_\_  
\_\_\_\_\_

Title:      Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Educational Affiliation Agreement Renewal with Placentia-Yorba Linda Unified School District	
Action: Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District, located in Placentia, California as presented.

Fiscal Impact: None	Board Date: June 25, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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*

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

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

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.

10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

**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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.

9. 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.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the

HIPAA Privacy Regulation”). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Clinical Facility’s protected health information, the Students and Instructors are defined as members of the Clinical Facility’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility’s obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and



shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.

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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

## **PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.

- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI PERIOD OF AGREEMENT**

- A. The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.  
 This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.  
  
 This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:** Placentia-Yorba Linda Unified School District  
 1301 East Orangethorpe Avenue  
 Placentia, CA 92780

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter J. Hardash

Title: \_\_\_\_\_  
 \_\_\_\_\_

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Educational Affiliation Agreement Renewal with Saddleback Valley Unified School District	
Action: Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Saddleback Valley Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Saddleback Valley Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Saddleback Valley Unified School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Saddleback Valley Unified School District, located in Mission Viejo, California as presented.

Fiscal Impact: None	Board Date: June 25, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

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

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

### C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

### D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.



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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

## **PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI      PERIOD OF AGREEMENT**

A.      The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:**      Saddleback Valley Unified School  
                         District  
                         25631 Peter A. Hartman Way  
                         Mission Viejo, CA 92691

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name:      Peter J. Hardash

Title: \_\_\_\_\_

Title:      Vice Chancellor

\_\_\_\_\_

Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Educational Affiliation Agreement Renewal with Tustin Unified School District	
Action: Request for Approval	

**BACKGROUND**

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

**ANALYSIS**

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Tustin Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement renewal with Tustin Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal with Tustin Unified School District carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Tustin Unified School District, located in Tustin, California as presented.

Fiscal Impact: None	Board Date: June 25, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College**, a public educational agency, hereinafter called the “**District**” and, **TUSTIN UNIFIED SCHOOL DISTRICT**, hereinafter called the “**Agency**”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

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

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

### C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

### D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.



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 its employees as well students participating in the program.

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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners 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 workers' compensation coverage for each of its employees.

## **PART V      STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI      PERIOD OF AGREEMENT**

A.      The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility’s licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

**Agency:**      Tustin Unified School District  
                         200 South C Street  
                         Tustin, CA 92780

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name:      Peter J. Hardash

Title: \_\_\_\_\_  
                         \_\_\_\_\_

Title:      Vice Chancellor  
                         Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE**

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Renewal of Consulting Agreement with Orange Unified School District	
Action: Request for Approval	

**BACKGROUND**

Since 1986, RSCCD has provided college credit and noncredit courses in classrooms owned by the Orange Unified School District (OUSD). In some cases, RSCCD has leased classroom space and in other cases OUSD has provided the classrooms free of charge. This Consulting Agreement is to allow Santiago Canyon College (SCC) to provide college credit and noncredit classes at OUSD facilities free of charge to RSCCD for the period July 27, 2018 through June 30, 2019.

**ANALYSIS**

Through this agreement, the OUSD will provide classroom space, free-of-charge, to SCC to offer college credit classes (including dual enrollment) and noncredit classes. State apportionment for students attending credit and noncredit classes at OUSD sites will be collected by SCC. Attached is a copy of the required OUSD Consulting Agreement and a copy of the Statement of Work. The details of the Criminal Records Check Fingerprinting Certification and Employee/Volunteer List will be completed as identified needed classes are determined and commence.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Renewal of Consulting Agreement with Orange Unified School District.

Fiscal Impact: Apportionment	Board Date: June 25, 2018
Prepared by: Marilyn Flores, Vice President, Academic Affairs, Santiago Canyon College Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



## CONSULTING AGREEMENT

**THIS AGREEMENT** is made effective on **July 27, 2018**, and it is made by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereafter called "Consultant," and the Orange Unified School District, hereafter called "District."

### RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

### AGREEMENTS

1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

#### Describe Services Here

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price Quotation
- Price / Fee Schedule
- Requirements Summary
- Other attachment described as: \_\_\_\_\_

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Consultant will commence providing services under this Agreement on **July 27, 2018**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2019**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Administrative Services or Purchasing Department in writing.
3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed **\$-0.00**.

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$ . It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
  - a) Increase dollar amounts;
  - b) Effect administrative changes; and
  - c) Effect other changes as required by law.
16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
18. Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706

DISTRICT:

Orange Unified School District  
726 W. Collins Ave.  
Orange, CA 92867

\_\_\_\_\_  
(Signature, Authorized Representative)  
Peter Hardash, Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
(Signature, Authorized Representative)  
David A. Rivera  
Assistant Superintendent/CBO  
Business Services

\_\_\_\_\_  
(SSN or Federal ID number)

\_\_\_\_\_  
714-480-7340  
\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
hardash\_peter@rscdd.edu  
\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

District Board of Education Approval Date:  
Attachment: Criminal Records Check Fingerprinting Certification

## **NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

### **EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

### **PENAL CODE SECTION 667.5(c)**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

### **PENAL CODE SECTION 1192.7**

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**



**CRIMINAL RECORDS CHECK  
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Orange Unified School District:

I \_\_\_\_\_, acknowledge and certify as follows:

(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Business Name (if applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Signer

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
E-Mail Address

**CRIMINAL RECORDS CHECK**

**EMPLOYEE / VOLUNTEER LIST**

**(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)**

Use additional copies of page as needed

**Name of Contractor:** \_\_\_\_\_

Name of Employee or Volunteer	Position

**IMPORTANT!** Changes to the criminal status of anyone listed on this form must be reported immediately.

**Statement of Work  
Rancho Santiago Community College District  
2017-2018**

**DESCRIPTION OF SERVICE:**

Santiago Canyon College will:

- Provide continuing education (noncredit) courses through the Division of Continuing Education at the Orange Education Center (SCC-OEC) at schools and sites operated by Orange Unified School District (OUSD) during the 2018-2019 academic year, beginning on or after July 27, 2018 and ending by June 30, 2019 at no cost to OUSD
- Provide free continuing education English as a Second Language (ESL), High School Petition, and GED/HiSET Test Preparation courses to students, contingent upon continued state funding and a minimum of twenty (20) students in attendance
- Collect apportionment for students attending noncredit courses
- Provide general education (credit) courses through Santiago Canyon College Division of Academic Affairs at schools and sites operated by Orange Unified School District (OUSD) during the 2018-2019 academic year, beginning on or after July 27, 2018 and ending by June 30, 2019, at no cost to OUSD. Classes will be held at times other than the regular school day defined by OUSD (typically in the mornings just before the start of the regular school day or immediately after the end of the school day).
- Collect apportionment for OUSD students who enroll in credit courses at SCC through the Career Advanced Placement (CAP) application process. The students who are concurrently enrolled are exempt from enrollment fees, health, and student fees. CAP/OUSD student are responsible for purchasing textbooks and material fees. (Section 76001 - Education Code). If CAP/OUSD students are taking SCC courses outside of OUSD designated sites and on the college, student will be required to pay health and student fees.
- Provide and pay faculty to teach both credit and noncredit courses at OUSD schools/sites

OUSD will:

- Provide classroom space at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

- Allow a minimum of twenty (20) students to be enrolled in each SCC-OEC continuing education (noncredit) course; attendees not to exceed the maximum capacity of the assigned classroom space
- Adhere to SCC-OEC's "Open Entry/Open Exit" course policy
- Adhere to SB 338 which provides the SCC/RSCCD with the authority to restrict admission and enrollment in any session based on age, grade-level of completion, or assessment and placement procedures in conformance with Matriculation regulations.
- Permit students referred by SCC to enroll in SCC courses held at OUSD schools/sites on a space available basis for both credit and noncredit courses

## **STUDENT RECORDS FOR DUAL ENROLLMENT CLASSES**

- Santiago Canyon College and OUSD shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- Santiago Canyon College and OUSD shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- Santiago Canyon College and OUSD shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- Santiago Canyon College and OUSD shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- Santiago Canyon College and OUSD shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, OUSD will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, SCC will release student demographic information, grades and course completion data for all OUSD students.

- If the COLLEGE DISTRICT and the SCHOOL DISTRICT determines that parent consent is necessary, it will be the SCHOOL DISTRICT's responsibility to attain such consent.
- In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	June 25, 2018
Re:	Approval of Three Year Renewal of Instructional Services Agreement with Orange Unified School District	
Action:	Request for Approval	

**BACKGROUND**

The Orange Unified School District (OUSD) is requesting to renew the Instructional Services Agreement with the Santiago Canyon College - Orange Education Center (SCC-OEC) for a period of three years from July 27, 2018 through June 30, 2021. Attached is the Three Year Instructional Service Agreement (SCC Contract # SCC 18-0625B) that describes the roles and responsibilities of SCC-OEC and OUSD. The agreement is for the period of March 10, 2017 through June 30, 2018.

**ANALYSIS**

Through this Instructional Services Agreement, SCC-OEC will provide noncredit courses that lead toward an adult high school diploma to adults at OUSD's Alternative Education Site in Orange, CA. OUSD will provide staff and classrooms at their location. RSCCD will collect State apportionment for these classes and reimburse OUSD \$2.50 per student attendance hour.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Three Year Renewal of Instructional Services Agreement with Orange Unified School District as presented.

Fiscal Impact: Apportionment	Board Date: June 25, 2018
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**THREE YEAR RENEWAL OF  
INSTRUCTIONAL SERVICES AGREEMENT  
BETWEEN THE  
ORANGE UNIFIED SCHOOL DISTRICT  
AND THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is entered into this 27th day of July, 2018, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the ORANGE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “OUSD.”

**WITNESSETH:**

**WHEREAS**, RSCCD is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

**WHEREAS**, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

**WHEREAS**, RSCCD wishes to offer noncredit courses in certain facilities provided by the OUSD; and

**WHEREAS**, RSCCD represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the RSCCD; and

**WHEREAS**, OUSD represents that it is a California public school district serving student in grades K-12 and adults within the RSCCD service area; and

**WHEREAS**, through this Agreement with OUSD, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various facilities, including OUSD's Alternative Education Site, 250 S. Yorba Street, Orange, CA 92869; and

**WHEREAS**, OUSD operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

**WHEREAS**, OUSD operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

**WHEREAS**, OUSD maintains current and accurate student attendance and progress records, and OUSD consents to inspection of these records by authorized representatives of RSCCD, the California Community College Board of Governors, and other regulatory and administrative agencies;

**NOW, THEREFORE**, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:



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**A. RECITALS:**

All the above recitals are true and correct.

**B. TERM:**

The term of this Agreement shall be for three years, commencing July 27, 2018 and terminating June 30, 2021, unless earlier terminated by either party in the manner set forth herein.

**C. OPTIONAL TERMINATION:**

OUSD or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

**D. RESPONSIBILITIES OF RSCCD:**

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by OUSD, including OUSD's Alternative Education Site, 250 S. Yorba Street, Orange, CA 92867. RSCCD is responsible for the education programs conducted at these facility sites.
2. RSCCD shall provide classes that lead toward the attainment of an adult high school diploma. The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 4,800 per fiscal year.
3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.
4. RSCCD shall use selected OUSD staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, OUSD staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and OUSD.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.
9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. OUSD shall not claim state apportionment for the same student attendance hours claimed by RSCCD.

11. RSCCD shall reimburse OUSD for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

**E. RESPONSIBILITIES OF OUSD:**

1. OUSD shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. OUSD staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), OUSD staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to OUSD staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to OUSD staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of OUSD.
5. OUSD shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
6. OUSD shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by OUSD shall remain the property of OUSD and shall not be removed from the premises without permission of OUSD.
7. OUSD shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
8. OUSD will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.

9. OUSD shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
10. OUSD courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
11. OUSD shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

**F. RESPONSIBILITIES OF RSCCD AND OUSD:**

1. RSCCD and OUSD will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and OUSD will supervise students and evaluate student progress.
3. RSCCD and OUSD will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

**G. PAYMENT:**

1. RSCCD shall reimburse OUSD for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 4,800 hours (\$12,000) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is

considered full payment to cover all of OUSD's contract cost of operating the instructional programs covered by this Agreement.

2. OUSD shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Vice President, Continuing Education

3. OUSD billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to OUSD's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse OUSD within twenty (20) days after receipt of billing.

**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

**RSCCD:**

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Vice President, Continuing Education

**OUSD:**

Orange Unified School District

1401 N. Handy Street

Orange, CA 92867

(714) 628-4000

Attention: Cathleen Corella, Executive Director, K-12 Curriculum

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF OUSD AND RSCCD:**

OUSD is, and shall at all times be deemed to be an independent contractor.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and OUSD, or any of OUSD's agents or employees. OUSD, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between OUSD and RSCCD, or any of RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of OUSD employees and shall not be considered in any manner to be OUSD employees.

**J. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of RSCCD and OUSD, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**K. CERTIFICATION BY RSCCD:**

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement, which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**L. CERTIFICATION BY OUSD:**

OUSD hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**M. INSURANCE:**

1. OUSD shall obtain and maintain insurance, at the expense of OUSD, all workers' compensation insurance required by law for its employees in the operation of this program.
2. OUSD shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. OUSD shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.
  - a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
  - b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.



**N. INDEMNIFICATION:**

RSCCD shall indemnify and hold OUSD, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RSCCD, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RSCCD shall defend, at its expense, including attorney fees, OUSD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

OUSD shall indemnify and hold RSCCD, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of OUSD, its officers, agents, employees, subcontracts, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and OUSD shall defend, at its expense, including attorney fees, RSCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature:

Date:

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Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7340

**ORANGE UNIFIED SCHOOL DISTRICT**

Signature:

Date:

---

David A. Rivera  
Assistant Superintendent/CBO Business Svcs.  
Orange Unified School District  
1401 N. Handy Street  
Orange, CA 92867  
(714) 628-4000

## Attachment A

### COURSES OF INSTRUCTION

Course #	Course Title	Hours
HSENG 083	Composition 1	72
HSENG 084	Composition 2	72
HSENG 085	Composition 3	72
HSENG 020	Literature Brought to Life	72
HSENG 050	English Through Literature 11B	72
HSENG 051	English Through Literature 12B	72
HSENG 052	English Language Arts 1	72
HSENG 053	English Language Arts 2	72
HSENG 063	English Through Literature 11A	72
HSENG 064	English Through Literature 12A	72
HSENG 066	English Fundamentals 2	72
HSENG 067	English Fundamentals 3	72
HSENG 068	English Fundamentals 4	72
HSENG 070	The Short Story	72
HSENG 072	Poetry	72
HSENG 076	The Novel	72
HSENG 086	College Preparatory Composition	72
HSENG 098	Building Vocabulary 3	72
HSENG 202	Survey of English Level 2	72
HSENG 203	Survey of English Level 3	72
HSRDG 089	Reading Proficiency Development	72
HSRDG 090	Reading Improvement	72
HSRDG 093	Building Reading Skills 1	72
HSRDG 094	Building Reading Skills 2	72
HSSCI 168	Life Science 1	72
HSSCI 169	Life Science 2	72

<b>Course #</b>	<b>Course Title</b>	<b>Hours</b>
HSSCI 193	Basic Science 2	72
HSSCI 190	Physical Science 1	72
HSSCI 191	Physical Science 2	72
HSSCI 192	Basic Science 1	72
HSSCI 196	Health Science	72
HSSOC 218	US History 1: Colonization to Industrialization	72
HSSOC 219	US History 2: The Shaping of Modern America	72
HSSOC 215	Introduction to Economics	72
HSSOC 222	Government 1: United States Federal Government and Politics	72
HSSOC 229	World History, Geography, and Culture 1	72
HSSOC 230	World History, Geography, and Culture 2	72
HSSOC 216	World Cultures 1A	72
HSSOC 217	World Cultures 1B	72
HSART 020	Literature Brought to Life	72
HSART 070	Short Stories	72
HSART 828	Understanding American Through Art	72
HSART 837	The Film as Art	72
HSMTH 103	Math Study Skills Support 1A	15
HSMTH 104	Math Study Skills Support 1B	15
HSMTH 156	Essential Mathematics 1	72
HSMTH 157	Essential Mathematics 2	72
HSMTH 158	Math Fundamentals 1	72
HSMTH 159	Math Fundamentals 2	72
HSMTH 163	Algebra 1A	72
HSMTH 164	Algebra 1B	72
HSMTH 165	Algebra 2A	72
HSMTH 166	Algebra 2B	72
HSMTH 167	Geometry A	72

<b>Course #</b>	<b>Course Title</b>	<b>Hours</b>
HSMTH 168	Geometry B	72
HSMTH 176	College Preparation Algebra 1A	72
HSMTH 177	College Preparation Algebra 1B	72
ABE 023	Adult Basic Education Reading	72
ABE 024	Adult Basic Education Writing	72
ABE 025	Adult Basic Education Mathematics	72
ABE 026	Adult Basic Education Spelling	72
HSOTH 050	Basics of Leadership Part 1	72
HSOTH 202	Basics of Leadership Part 2	72
HSS 338	Workforce Preparation	15
HSS 770	Orientation to College	8

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	June 25, 2018
Re:	Approval of Renewal of the Memorandum of Understanding for Bridge Program with the Orange Unified School District	
Action:	Request for Approval	

**BACKGROUND**

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This Memorandum of Understanding (MOU) is to authorize the Santiago Canyon College – Orange Education Center (SCC-OEC) to continue to provide Bridge classes at OUSD sites for the period of July 27, 2018 through June 30, 2019. Attached is the MOU describing the roles and responsibilities of RSCCD and OUSD.

**ANALYSIS**

Through this MOU, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes during zero period (before the start of the school day) at OUSD high school sites. State apportionment for students attending these Bridge classes at OUSD sites will be collected by SCC-OEC.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Renewal of the Memorandum of Understanding for Bridge Program with the Orange Unified School District.

Fiscal Impact: Apportionment	Board Date: June 25, 2018
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Memorandum of Understanding  
Bridge Classes Program  
2018-2019**

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This document will serve as a declarative statement of previously agreed upon terms and will be effective July 27, 2018 through June 30, 2019. Under this Memorandum of Understanding:

**RSCCD will continue to:**

- A. Provide program administration and non-classroom coordination.
- B. Hire, orient, and train instructors recruited by OUSD.
- C. Provide instruction to OUSD students in previously approved courses at times other than during their regular school day (typically in the mornings before the start of the regular school day). Sessions may be held in the Fall and Spring terms during the school year as attendance requirements dictate.
- D. Schedule classes that are aligned with the OUSD academic calendar.
- E. Process and transfer of grades by deadlines.
- F. Report and collect State apportionment for the classes provided. In the event the instructor of record is absent, RSCCD will not claim any apportionment for classes conducted by a substitute.

**OUSD will continue to:**

- A. Provide classroom space for the Bridge Classes program at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- B. Provide Textbooks/classroom materials.
- C. Facilitate enrollment, insofar as assisting with maintaining the minimum of 20 students that is required to keep a class open.
- D. Not report or collect State apportionment for the Bridge classes provided.
- E. Provide substitute instructors in the event that the instructor of record is absent.

**RSCCD and OUSD further understand and agree that:**

- A. Bridge classes will follow the traditional OUSD instructional calendar. Bridge classes are scheduled to begin the second day of the Fall semester, and continue through the end of the OUSD academic year.
- B. Both parties will continue to operate on the basis of sound administrative policies and adhere to non-discriminatory practices and do not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination.
- C. Both parties will continue to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments, if applicable.
- D. Both parties will comply with any and all requirements of the Americans with Disabilities Act.
- E. Both parties will hold each other harmless, defend and indemnify the other party, and the officers, employees, Boards, volunteers, and agents of the other party from and against all losses, claims or expenses arising out of an liability for personal injury, bodily injury to person(s), contractual liability and damage sustained or claimed to have been sustained arising out of activities of the parties to this agreement or the activities of either party's Boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any losses, claims or expenses caused by negligence of the party's officers, employees, volunteers, or agents.
- F. Upon one semester advance written notice by either of the parties hereto, this agreement may be terminated for any reason.
- G. Any modifications to this agreement must be in the form of a written amendment, signed by both parties.



**In witness whereof**, said parties below have agreed upon the terms described above and will abide by those terms in accord with the agreement.

**ORANGE UNIFIED SCHOOL DISTRICT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

David A. Rivera  
Assistant Superintendent/CBO Business Svcs.  
Orange Unified School District  
1401 N. Handy Street  
Orange, CA 92867  
(714) 628-4000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7340

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement 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 Agreement 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) 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 1, 2018 through June 30, 2019.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement 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: June 25, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

**AGREEMENT FOR PROVISION OF  
RECOVERY EDUCATION INSTITUTE SERVICES  
BETWEEN  
SANTIAGO CANYON COLLEGE  
AND  
PACIFIC CLINICS  
2018-2019 Academic Year**

THIS AGREEMENT, entered into this **1st day of July, 2018**, 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 **\$48,250.00**, 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 **\$10,000.00**. 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 Recovery Education Institute.

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/>.

3. PROVIDER shall make Compliance Training, approved by COUNTY, available to SUBCONTRACTOR. Such training shall be made available to SUBCONTRACTOR 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.

1. 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. Invoices received after the due may not be paid within the same month. Payments to SUBCONTRACTOR should be released by



PROVIDER no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

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 PHI 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 PII 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 15<sup>th</sup> 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](http://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 tany failure of SUBCONTRACTOR s to comply with the provisions of this paragraph.

## **20. TERM**

The term of this Agreement shall commence on **July 1, 2018** or the execution date and terminate no later than **June 30, 2019**; 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 OR 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.

**The remainder of this page left intentionally blank**

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

Signature

\_\_\_\_\_  
**Peter J. Hardash**  
**Vice Chancellor**  
**Business Operations/Fiscal Services**

\_\_\_\_\_  
**Date**

Name Organization: **Rancho Santiago Community College District  
on behalf of Santiago Canyon College**

Address: 2323 North Broadway  
Santa Ana, CA 92706

Signature

\_\_\_\_\_  
**Sue Shearer**  
Senior Vice President  
Contracts and Program Development

\_\_\_\_\_  
**Date**

Name of Organization: **Pacific Clinics**

Address: 800 South Santa Anita Avenue  
Arcadia, CA 91006  
(626) 254-5000

**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

**2018-2019 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 1, 2018**.
- (2) Provide college Faculty who meet state minimum qualifications to teach the agreed upon 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:
  - a. **\$2,000.00** for courses with **18** hours of instruction;
  - b. **\$3,500.00** for courses with **36** hours of instruction;
  - c. **\$5,000.00** for courses with **54** hours of instruction;
  - d. **\$6,500.00** for courses with **72** hours of instruction; and

- e. **\$8,000.00** for courses with **90** hours of instruction, during any instructional term for the **2018-2019** 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**  
**2018-2019 Academic Year**

**I. BUDGET**

**Santiago Canyon College**

Cost per course:

- a. **\$2,000.00** for courses with **18** hours of instruction;
- b. **\$3,500.00** for courses with **36** hours of instruction;
- c. **\$5,000.00** for courses with **54** hours of instruction;
- d. **\$6,500.00** for courses with **72** hours of instruction; and
- e. **\$8,000.00** 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**

**II. COURSE DESCRIPTIONS**

**2018-19 – 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.

**III. JOB DESCRIPTIONS**

Link on Santiago Canyon College site for job descriptions located at:

**<http://www.rscgd.edu/Employment/Pages/Employment.aspx>**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of 2018 - 2020 eLumen Software Client Services Agreement	
Action:	Request for Approval	

**BACKGROUND**

In the summer of 2016, Santiago Canyon College (SCC) elected to participate in the Institutional Effectiveness Partnership Initiative (IEPI) Partnership Resource Team process, whereby the college identifies an institutional challenge(s) and the IEPI assembles a team of experts to meet with college representatives and develop an Innovation & Effectiveness Plan to address identified challenge(s). Once the plan is approved by the California Community Colleges Chancellor's Office (CCCCO), seed funding of \$200,000 is provided to assist the institution in carrying out the plan. SCC's identified challenge was to identify much needed technology that would help manage the institution's integrated planning processes from the assessment and disaggregation of student learning outcome data through resource allocation and master planning efforts.

**ANALYSIS**

The college's Innovation & Effectiveness Plan was approved by the CCCCCO in November of 2017. Part of this plan was to procure an agreement with a software vendor that has been thoroughly vetted through the collegial governance process in collaboration with the Partnership Resource Team and to implement the software solution using the seed funding from the CCCCCO. Through this process, eLumen has been identified as SCC's software solution of choice that will help the college better manage its curriculum and catalog, student learning outcomes and assessments, annual planning, program review, and resource allocation processes.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve 2018 - 2020 -year Software Client Services Agreement with eLumen.

Fiscal Impact: No impact. Funding provided by CCCCCO/IEPI	Board Date: June 25, 2018
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Aaron Voelcker, Dean, Institutional Effectiveness, Library & Learning Support Services	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**eLumen<sup>®</sup> Software CLIENT  
SERVICES AGREEMENT**

THIS CLIENT SERVICES AGREEMENT (the "Agreement") is made as of June 26, 2018

**THE PARTIES TO  
THIS AGREEMENT**

<b>eLumen<sup>®</sup> Inc.</b> , ("eLumen") a Delaware corporation	<b>Rancho Santiago Community College District, on behalf of Santiago Canyon College, ("Client")</b> Attn: Peter J. Hardash
Address: 514 North 3rd Street, Suite 203 Minneapolis, Minnesota 55401	Address: 2323 North Broadway Santa Ana, California 92706

**The Services**

eLumen<sup>®</sup> has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen<sup>®</sup> Software (as defined below). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen<sup>®</sup>. The module(s) and support services purchased by Client are designated on the attached Fee Schedule. Client may upgrade or change its module(s) or service level by contacting eLumen<sup>®</sup> and agreeing to a new Fee Schedule.

**THE TERMS  
AND  
CONDITIONS**

1. **DEFINITIONS.** The following definitions shall apply to this Agreement:
  - A. **"AUP"** shall mean the Acceptable Use Policy of eLumen<sup>®</sup>.
  - B. **"Authorized Users"** shall mean the students and personnel designated by Client.
  - C. **"Client Data"** refers to the all content, copy, pictures, and/or data provided by Client that is owned by Client and resides in Client's services environment.
  - D. **"Confidential Information"** means any information, knowledge, and know-how, not known to the general public and disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) was known to a party prior to the date of this Agreement and can be proven

so through documentation, (iii) is received from a third party who did not acquire or disclose the same by a wrongful act; or (iv) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information. It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If a request under the California Public Records Act is made to view eLumen's Confidential Information, Client shall notify eLumen of the request and the date that such records will be released to the requester unless eLumen obtains a court order enjoining that disclosure. If eLumen fails to obtain a court order enjoining that disclosure, the Client will release the requested information on the date specified.

- E. **"Content"** means information and data uploaded to the Site by Client and its Authorized Users.
- F. **"Derivative Works"** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.
- G. **"Documentation"** means any and all text material that describes the design, functions, operation, and use of the Services or the Software. The Documentation shall consist of all on-line screens designed for instructional purposes, operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.
- H. **"Enhancements"** means any and all changes or additions to the Software, including new releases and versions thereof other than Modifications that add new functions to, or substantially improve performance of, the Software.
- I. **"FERPA"** means the U.S. Family Educational Rights and Privacy Act.
- J. **"Intellectual Property"** means any and all intellectual property associated with the Software, Modifications and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.
- K. **"Modifications"** means any and all changes or additions to the Software, other than Enhancements, that correct errors therein or support new releases thereof.
- L. **"Party"** means either eLumen<sup>®</sup> or Client and **"Parties"** means both.
- M. **"Services"** means access through the Site to the Software, use of the Site to upload Content, information on and support for the use of the Services and Software, and such additional and ancillary services and products, which may become available on the Site. Services include, without limitation, any improvements, upgrades and new version releases. If any products or functionality are renamed, repackaged or rebundled by eLumen, Client is entitled to equivalent or better products or functionality at no additional cost to Client.

- N. **"Site"** means the password-protected secure Internet site hosted and controlled by eLumen<sup>®</sup> to which Client shall be provided access to the Services for the purposes of using the Software.
- O. **"Software"** means the computer programs and any Documentation related to and comprising the eLumen<sup>®</sup> Software and its various licensed modules as defined in Schedule A, a unique and proprietary software application residing on a server and accessed through a web environment that provides organizations with the capability of defining, documenting, and communicating data on the achievements of students. Unless the context indicates otherwise, as used herein, "Software" includes Enhancements and Modifications to the modules listed in Schedule A.
- P. **"Third Party Product"** means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Software, Modifications or Enhancements.
- Q. **"Business Day"** means Monday through Friday excluding holidays as specified in the Business Schedule published in the elumen.info website, starting at 8:00 AM Pacific Time and Ending at 5:00 PM Pacific Time.

2. **TERM.** This Agreement is for an Initial Term. This Initial Term is designated in Schedule A. After the Initial Term, this Agreement will automatically extend for successive one (1) year terms for four (4) successive renewals (each a "Renewal Term"), for a maximum of five (5) years, unless eLumen is notified, in writing, by Client of their intent to terminate the Agreement sixty (60) days prior to the initiation of the successive one (1) year term. Term and Renewal Terms may be referred to as individually or collectively as "Term".

3. **FEES.**

- A. The fees payable by Client ("Fee") appear on the Fee Schedule attached and incorporated by reference as Schedule A. At the end of the Initial Term or at the end of any Renewal Term, eLumen<sup>®</sup> may increase the fees appearing on the Fee Schedule for the subsequent Term. Annual fee increases for the Software shall not exceed three percent (3%) in any given year. If there is an increase in annual Fees, eLumen shall give Client written notice of such increase at least ninety (90) days prior to the expiration of the applicable Term. Invoices submitted to Client will be due to eLumen<sup>®</sup> within thirty (30) days of the date on the invoice. Any balances outstanding after thirty (30) days will be subject to a one percent (1%) monthly late fee, or the highest amount allowed by applicable law, whichever is less.
- B. eLumen shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for eLumen's employees and sub-contractors, if applicable. eLumen shall be responsible for taxes assessable against eLumen based on eLumen's income, real or tangible property and employees.

4. **TRADEMARK/LOGO USE.** eLumen must obtain written approval from Client's Public Information Office ("PIO") to use the Client's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish eLumen with

camera-ready artwork for such use. Client, at its sole discretion, may limit or otherwise place conditions on eLumen's use of Client's name, and/or logos in which case such limitations shall be incorporated into this Agreement. eLumen shall not revise, change, or otherwise alter any material related to Client's name and/or logo without written consent from Client.

**5. CLIENT'S RIGHTS AND OBLIGATIONS.** Client agrees to the following:

- A. Upon eLumen's acceptance of Client's order and for Term, Client has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Client's internal business operations and subject to the terms of the Agreement.
- B. In order to use or access the Services, Client will obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access, and provide all equipment necessary to make such Internet connection.
- C. Prior to accessing the Site and using the Services, Client will designate its Authorized Users and assign usernames and passwords to each Authorized User. Client accepts full responsibility for safeguarding their access to the Services and for protecting the Services and Client's Content from unauthorized access. Client shall direct each Authorized User to be in compliance with the terms and conditions of this Agreement, which by their nature are intended to be applicable to Authorized Users.
- D. eLumen<sup>®</sup> will be immediately notified of any loss or theft or unauthorized use of any of a user name, password, and/or other personal or company identification numbers that may be assigned by Client.
- E. Client will, and will require Authorized Users to, access and use the Services only in compliance with applicable law and this Agreement.
- F. Client has the requisite authority to use and store any confidential, proprietary or personally identifiable information included in the Content. Client is solely responsible for the development and use of Client Data. Without limiting the generality of the preceding sentence, eLumen is not responsible for compliance of Client Data with all laws and regulations and the AUP.
- G. Upon termination of this Agreement, Client's access to the Services and Software shall cease and Client shall promptly return all copies of any Documentation in its possession or control. Client shall delete all copies of Documentation residing in on or off-line computer memory, and destroy all copies of such Documentation. Client shall, within ten (10) business days from the effective date of the termination, certify in writing by an officer or director of the Client, based on that officer's or director's actual knowledge, that all copies of the Documentation have been returned, deleted, and/or destroyed. In the absence of any direction from Client, eLumen<sup>®</sup> shall retain all Client Data for the time period specified in Section 6(F). Any time after the termination of this Agreement, Client may deliver a written request to eLumen<sup>®</sup> for the delivery to Client of the then most recent backup of the Client Data. eLumen<sup>®</sup> shall deliver Client Data to Client in a usable format as mutually agreed to between Client and eLumen within fifteen (15) days of its receipt of such a written request. After delivery of the Client Data pursuant to this Section, eLumen<sup>®</sup> shall no longer be subject the requirements of Section 6(F) and may destroy or otherwise dispose of any of the Client Data in its possession.

- 6. DATA SECURITY AND FERPA.** eLumen’s protocols for protection of Content and to ensure compliance with FERPA are as follows:
- A. The Services are designed to store all sensitive and personally identifiable information in an encrypted format. Encrypted data elements include but are not limited to: First Name, Last Name, Email, Student Id, Login Id, and Phone Number.
  - B. Only Client’s authorized representatives will have access to the encryption keys, which are required in order to view encrypted data. Accordingly, all private and sensitive Content will be indecipherable while it is “at rest” on the physical database. No FERPA-protected or confidential Content will be transmitted without encryption or on an unsecured network connection. During network transmissions, confidentiality of such data will be maintained via an industry standard SSL (Secure Socket Layer) connection.
  - C. eLumen® employees and agents have no access to FERPA-protected or confidential Content unless specifically authorized by Client in writing and then only on a temporary basis, for up to five (5) days for each written authorized use, unless otherwise agreed upon, for a specific purpose, e.g., troubleshooting during Support Services. When eLumen employees and agents are provided access by Client to Content and student data, records and information including paper and electronic student education record information ("Student Information"):
    - i. eLumen will be considered a “school official” for purposes of receipt of such Student Information. eLumen acknowledges it is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Client and eLumen certify that they will abide by California and United States laws concerning confidential Student Information and Student Information, including, but not limited to, FERPA and Education Code section 49060 et seq. Student Information is hereby included in the definition of Client Confidential Information.
    - ii. eLumen agrees to hold Student Information in strict confidence. eLumen shall not use or disclose Student Information received from, or on behalf of, Client, except as permitted or required by the Agreement, or as required by law. eLumen agrees that it will protect the Student Information it receives from, or on behalf of, Client, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. eLumen shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Client or its students and these measures will be extended by contract to all subcontractors used by eLumen.
    - iii. Upon termination, cancellation, expiration or other conclusion of the Agreement, eLumen shall return all Student Information to Client in a usable format acceptable to Client within fifteen (15) days after such termination, cancellation or expiration, or such other date as mutually agreed to in writing between the Client and eLumen. If return is not feasible as determined by Client in written notice to eLumen, eLumen shall destroy any and all Student Information.

- iv. If Client reasonably determines in good faith that eLumen has materially breached any of its obligations relating to Student Information, Client, in its sole discretion, shall have the right to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to eLumen describing the violation and the action it intends to take.
  - v. eLumen shall notify Client of unauthorized access, use or disclosure of Student Information within one (1) calendar day of discovery, and shall provide a written report to Client in the most expedient time possible and without unreasonable delay (if possible within one (1) business day of validating discovery and after release by law enforcement, if applicable). To the extent of eLumen's actual knowledge, eLumen's report shall identify: (a) the nature of the unauthorized access, use or disclosure; (b) the Student Information accessed, used or disclosed; (c) who made the unauthorized access, use or received the unauthorized disclosure; (d) what eLumen has done or shall do to mitigate any effect of the unauthorized access use or disclosure; and (e) what corrective action eLumen has taken or shall take to prevent future similar unauthorized access, use or disclosure. eLumen shall provide such other information, including a written report, as requested by Client. eLumen will coordinate with Client to promptly notify students in accordance with the California Information Practices Act (California Civil Code section 1798 et seq.). eLumen similarly will report to, coordinate and cooperate with Client in the event of any break-in or attempted break-in to eLumen's provided software systems or security protocols, network(s), or data center(s) which contain Student Information. eLumen shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of eLumen's failure to meet any of its obligations under this Section.
- D. The Client controls the Content uploaded to Client's database and its disposition. eLumen's hosted environment for the Services provides for automatic daily back-ups of Client's Content. Client may request additional back-ups to store and maintain Content off-site.
- E. eLumen<sup>®</sup> will not access or disclose any Content entered by Client unless authorized by Client in writing and/or compelled to do so by law. If eLumen<sup>®</sup> is ordered to make such disclosure, eLumen<sup>®</sup> will notify Client and to allow it the opportunity to oppose such disclosure.
- F. eLumen<sup>®</sup> shall permit Client to retain Content stored on the Site for a minimum of three (3) years after termination of this agreement or the date of the last paid invoice, whichever is later.
- G. eLumen<sup>®</sup> will host the Client's application services and database at a U.S. datacenter. The eLumen<sup>®</sup> services are currently hosted in Amazon's US-West (Oregon) center with fail-over to US-East (Virginia). The client shall be notified in writing thirty (30) days prior to any territorial changes to eLumen's hosting providers/infrastructure. Client's Data shall not be stored outside of the United States.



**7. PROPRIETARY RIGHTS.** Subject to the terms and conditions of this Agreement, and conditioned on Client's and its Authorized Users' compliance therewith, eLumen® hereby grants to Client a non-exclusive, non-sublicensable and non-transferable, limited license to use the Services and Software solely as permitted in this Agreement during the Term. Client shall not copy, modify, rent, lease, sell, assign, distribute, reverse engineer, or breach any security device related to, the Software.

Client will retain all ownership and intellectual property rights in and to Client's Data. eLumen® retains all of its ownership and license rights in the Software and all associated Modifications and Enhancements (including, without limitation, all Intellectual Property, Documentation and all Derivative Works). eLumen® owns and retains all applicable rights to patents, copyrights, trademarks, trade secret rights, mask rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever (collectively, the "Rights") now existing or later arising in connection with the Software and any and all updates, improvements, Enhancements, Modifications or Derivative Works regardless of whether the Enhancements, Modifications or Derivative Works are suggested or developed by eLumen®, Client, or any other person or organization. eLumen® reserves the right to audit the Client's use of the Software with respect to features, functionality, and time without accessing confidential Content.

**8. EARLY TERMINATION FOR DEFAULT OR BREACH.**

A. eLumen® shall have the right to terminate this Agreement upon thirty (30) days' notice, unless Client cures such default within the thirty (30) days provided Client or shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Client commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

B. Client shall have the right, if eLumen has materially breached any of its obligations relating to Student Information, in its sole discretion, to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. In the event of any other default by eLumen, Client shall have the right to immediately terminate this Agreement upon thirty (30) days' notice, unless eLumen cures such default within the thirty (30) days provided eLumen shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and eLumen commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If Client terminates for cause, eLumen shall refund a prorated portion of any unused annual Fees paid by Client. In the event that a dispute arises between eLumen and Client, eLumen expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

**9. SERVICE LEVEL AGREEMENT.** The following sets forth eLumen's agreement with respect to service levels provided to Client.

A. eLumen® provides IT support for the Services in the form of telephone support, monitored email support, remote assistance using Remote Desktop, and a Virtual Private Network where available. Coverage parameters are as follows:

- E-mail support (preferred): 8:00 A.M. to 5:00 P.M. Monday – Friday Pacific Time.
  - E-mails received outside of office hours will be collected; however no action can be guaranteed until the next working day.
  - Telephone support: 8:00 A.M. to 5:00 P.M. Monday – Friday Pacific Time.
  - Calls received outside of office hours will be forwarded to a mobile phone service and best efforts will be made to answer / action the call.
  - Twenty-four (24)-hour self-service online support is available through the application's knowledge base and ticketing system.
- B. eLumen<sup>®</sup> will respond to Service-related incidents and/or requests submitted by the Client within twenty-four (24) business hours. Support will be provided in the shortest time frame possible depending on the complexity of the issue.
- C. Service-Level Agreement uptime is guaranteed to be ninety-eight percent (98%) availability in any calendar month, not including scheduled maintenance.
- D. From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. eLumen<sup>®</sup> will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in the Software or servers or network connections, eLumen<sup>®</sup> shall issue to Client credits, to be used against future service fees, in an amount equal to the pro rata portion of the Fee paid by Client for the portion of the Services not furnished as a result of such interruption in Services, and if service is discontinued for any reason, the credits shall be in the form of a rebate at the end of service. Provided, however, that in no event shall eLumen<sup>®</sup> be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any internet provider. In no event shall eLumen<sup>®</sup> be liable for any damages due to interruption of Services.

**10. WARRANTY AND DISCLAIMER.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. eLumen warrants that during the Term (i) the Software and Services shall perform materially substantially in accordance with the Agreement; and (ii) the functionality of the Software and Services will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement (Section 9). eLumen warrants that during the Term of this Agreement installers and/or executables made available by eLumen to the Client are free from defects in material and workmanship. eLumen further warrants that during the Term of the Agreement the Software and Services shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Software and Services do not contain any malicious code, computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. eLumen further

warrants that (a) eLumen has the right to possess, use and license the Services to Client for the purposes contemplated herein and stated in the Agreement and (b) that to eLumen's knowledge, the Software and Services do not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, eLumen shall have no obligation to Client with respect to any claim that arises from any modification of the Software and Services by Client or any third party not authorized by eLumen . eLUMEN® DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT eLUMEN® WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT eLUMEN® DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. eLUMEN® IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**11. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT CLIENT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. CLIENT AGREES THAT IN NO EVENT SHALL eLUMEN® OR ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE TO CLIENT, OR ANYONE CLAIMING THROUGH CLIENT, FOR (A) CLIENT'S INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS; OR (B) FAILURE BY CLIENT TO COMPLY WITH CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT, AND/OR APPLICABLE STATE, FEDERAL OR INTERNATIONAL LAW AND REGULATION; OR (C) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM FROM WHICH THEY ARISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE.

THIS SECTION (SECTION 11 LIMITATION OF LIABILITY) DOES NOT APPLY TO eLUMEN OBLIGATIONS UNDER SECTION 13 INDEMNIFICATION.

**12. CONFIDENTIAL INFORMATION.** Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), each party agrees, during the term of this Agreement and for five (5) years after termination or expiration of the Agreement, that it will protect the other party's Confidential Information in strict confidence with the same standard of care it uses to protect its own Confidential Information or in a commercially reasonable manner, whichever is greater, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Except as allowed in this Agreement, neither party will use or disclose Confidential Information, except to Affiliates, employees, and agents who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, and agents to which it has disclosed Confidential Information) may use Confidential Information only to exercise rights and to fulfill its obligations under this Agreement, while using reasonable care to protect such Confidential Information. To the extent of any conflict between this Section 12 and Section 6 hereof, Section 6 will control. As noted above, It is understood that the each party is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*).

**13. INDEMNIFICATION.** eLumen shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party, excluding such claims caused by the Client. Additionally, eLumen agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Trustees, officers, employees and agents from every claim or

demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of eLumen, or any person, firm or corporation employed by eLumen, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the Client or its officers, employees or agents. eLumen® and Client (each an "Indemnifying Party") will defend the other party ("Indemnified Party") against any claim, demand, suit or proceeding made or brought against Indemnified Party by a third party arising out of the Indemnifying Party's actual or alleged negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party (a "Claim"), and will further indemnify the Indemnified Party from any damages, attorney fees and costs finally awarded against the Indemnified Party as a result of, or for any amounts paid by Indemnified Party under a court-approved settlement of, a Claim.

**14. COMPLIANCE WITH APPLICABLE LAWS.** Except as noted in VPAT supplied to client, each party 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 provision and use of the Services and Software covered by this Agreement. eLumen certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and, except as noted in VPAT supplied to client eLumen will comply with all such requirements. eLumen and all eLumen's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

**15. ACCESSIBILITY OF INFORMATION TECHNOLOGY.** eLumen hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. eLumen agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. eLumen further agrees to indemnify and hold harmless the College District, the Chancellor's Office of the California Community Districts and any California community District using the Service Provider's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

**16. INSURANCE.** eLumen agrees to carry, in full force and effect, at eLumen's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) a comprehensive Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, broad form property and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000) and (iv) Cyber Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and aggregate for the policy period to cover claims involving

Network Security, Privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, Business Interruption, Cyber Extortion, Denial of Service and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach. eLumen agrees to name Client as an additional insured under said policies.

- 17. AUDIT.** eLumen security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.
- 18. TIME IS OF THE ESSENCE.** Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
- 19. INDEPENDENT CONTRACTOR.** For purposes of this Agreement, all persons employed by eLumen in the performance of services and functions with respect to this Agreement shall be deemed employees of eLumen and no eLumen employee shall be considered as an employee of the Client under the jurisdiction of Client, nor shall such eLumen employees be entitled to benefits of any kind or nature normally provided employees of the Client and/or to which Client's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Worker's Compensation, or have any Client pension, civil service, or other status while an employee of the eLumen. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Client and eLumen.
- 20. ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing Party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.
- 21. NOTICE.** All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the Parties at the respective addresses set forth above or to such other address as the Party to receive the notice has designated by notice to the other Party. Notices sent to Client shall be sent to the attention of the Assistant Superintendent/Vice President, Business Services.
- 22. GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of California. Each of the Parties consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of California in Los Angeles County. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.
- 23. SEVERABILITY.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 24. NON-DISCRIMINATION.** eLumen agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression,

ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

- 25. NO WAIVER.** The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- 26. NON-EXCLUSIVITY.** eLumen acknowledges that Client may enter into Contracts with other parties for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 27. COMPLETE AGREEMENT.** Appended to this Agreement is Schedule A, the Fee Schedule and together this Agreement and the Fee Schedule comprise the complete agreement of the Parties. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
- 28. BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by either party hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by eLumen® to an Affiliate or any person or entity which succeeds to the interests of eLumen® by reason of a merger, consolidation, or reorganization involving eLumen® or a sale of all or substantially all of the assets or equity of eLumen®. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 29. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.
- 30. SURVIVAL.** The following Sections will survive expiration or termination of this Agreement: 1, 5(G), 7, 10through 13, 22, 23, 25 through 30.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

For eLumen® Collaborative, LLC:	For Rancho Community College District on behalf of Santiago Community College ("Client"):
<u>Name:</u> Joel Hernandez	<u>Name:</u> Peter J. Hardash
<u>Title:</u> Chief Executive Officer	<u>Title:</u> Vice Chancellor, Business Oper/Fiscal Serv
<u>Date:</u> June 26, 2018	<u>Date:</u> June 26, 2018

**Schedule A**

**TERM and FEE SCHEDULE**

**Effective Date: 6/26/2018**

1. **Term** The initial term of this Agreement shall be one (1) year (“Initial Term”).
2. **Payment Term:** At execution of the contract.
3. **Fees:** Fees for eLumen<sup>®</sup> Software modules are detailed below. The actual fees accrued for eLumen<sup>®</sup> Software will vary based on the modules and number of FTEs and/or IPEDs licensed to Client.

	<b>Year One - 6/5/2018 - 6/4/2019</b>	<b>Year Two - 6/5/2019 - 6/4/2020</b>
eLumen Software License - Assessment Program Review & Curriculum Management + Catalog for 8,410 FTES (incl. 20%CCC discount in yrs. 1 & 2 and 10% 2-yr prepayment discount in yr. 2 only)	\$40,368	\$35,448
Standard Implementation - Assessment + Program Review	\$10,000	NA
Standard Implementation - Curriculum Management+ Catalog	\$10,000	NA
<b>Total</b>	<b>\$60,368</b>	<b>\$35,448</b>

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services stated in the eLumen Standard Onboard description below:

This includes:

- Technical support for the initial data load and system configuration
- Best practices assistance for entering or uploading student learning outcomes
- Initial change management planning
- Initial training each for the data steward, coordinator, and faculty member roles

5. **Additional Support** Requests for support that are beyond the scope of Standard Onboard Support described above (“Additional Support”) may be made and shall be at billed at \$140/hours

**6. Fee Schedule Changes** Except as provided in Section 3a of the Agreement, this Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

<b>For eLumen<sup>®</sup> Collaborative, LLC:</b>	<b>Rancho Santiago Community College District, on behalf of Santiago Canyon College ("Client"):</b> Attn: Peter J. Hardash
<u>Name:</u> Joel Hernandez	<u>Name:</u> Peter J. Hardash
<u>Title:</u> Chief Executive Officer	<u>Title:</u> Vice Chancellor, Business Oper/Fiscal Serv
<u>Date:</u> June 26, 2018	<u>Date:</u> June 26, 2018



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of One Year Renewal of Instructional Services Agreement with South Coast College	
Action:	Request for Approval	

**BACKGROUND**

In February 2017, the Rancho Santiago Community College District (RSCCD) and South Coast College entered into an Instructional Services Agreement (SCC Contract Number SCC 17-0206A) to provide noncredit, short-term employment preparation classes at South Coast College. The agreement expires June 30, 2018. This request is to renew the agreement for one year, effective July 1, 2018 through June 30, 2019.

**ANALYSIS**

The one year renewal of this Instructional Services Agreement will allow SCC-OEC to continue to provide noncredit employment preparation classes to adults at South Coast College. South Coast College will provide staff and classrooms at their location. RSCCD will collect State apportionment for these classes and reimburse South Coast College \$2.50 per student attendance hour.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the One Year Renewal of Instructional Services Agreement with South Coast College located in Orange, California as presented.

Fiscal Impact: Apportionment	Board Date: June 25, 2018
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**ONE YEAR RENEWAL OF INSTRUCTIONAL SERVICES AGREEMENT**

**BETWEEN THE**

**SOUTH COAST COLLEGE**

**AND THE**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is entered into this First day of July, 2018, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and the SOUTH COAST COLLEGE, 2011 W. Chapman Avenue, Orange, CA 92868, hereinafter referred to as "SOUTH COAST COLLEGE."

**WITNESSETH:**

**WHEREAS**, DISTRICT is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

**WHEREAS**, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

**WHEREAS**, DISTRICT wishes to offer noncredit courses in certain facilities provided by the SOUTH COAST COLLEGE; and

**WHEREAS**, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT; and

**WHEREAS**, SOUTH COAST COLLEGE represents that it is a for-profit college that provides technical training for careers as Medical Assistants, Court Reporters, and Paralegals to adults within the DISTRICT service area; and

**WHEREAS**, SOUTH COAST COLLEGE represents that it has been very successful at locating competitive employment for a high percentage of the individuals they serve; and

**WHEREAS**, through this Agreement with SOUTH COAST COLLEGE, DISTRICT intends to provide educational programs for the benefit of eligible students of the DISTRICT at various facilities, including South Coast College (SOCC), 2011 W. Chapman Avenue, Orange, CA 92868; and

**WHEREAS**, SOUTH COAST COLLEGE operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

**WHEREAS**, SOUTH COAST COLLEGE operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

**WHEREAS**, SOUTH COAST COLLEGE maintains current and accurate student attendance and progress records, and SOUTH COAST COLLEGE consents to inspection of these records by authorized representatives of DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies; and

**WHEREAS**, SOUTH COAST COLLEGE represents that it is free of any pending or existing proceedings against it or that of any of its instructors; or in the alternative, that it can show to the satisfaction to the DISTRICT by way of written evidence that such proceedings are without merit and will be disposed of in favor of SOUTH COAST COLLEGE;

**NOW, THEREFORE**, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

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**A. RECITALS:**

All the above recitals are true and correct.

**B. TERM:**

The term of this Agreement shall be for one year, commencing July 1, 2018 and terminating June 30, 2019, unless earlier terminated by either party in the manner set forth herein.

**C. OPTIONAL TERMINATION:**

SOUTH COAST COLLEGE or DISTRICT may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

**D. RESPONSIBILITIES OF DISTRICT:**

1. DISTRICT shall provide instruction and training to eligible students of the DISTRICT at various facilities designated by SOUTH COAST COLLEGE, including South Coast College, 2011 W. Chapman Avenue, Orange, CA 92868. DISTRICT is responsible for the education programs conducted at these facility sites.
2. DISTRICT shall provide instruction for the following subjects, not to exceed the total number of student attendance hours per subject area, per fiscal year:

Course #	Subject	Facility	Student Attendance Hours
VMED-021	Medical Terminology for Medical Assistants	SOCC	4,800
VMED - 022	Business Procedures for Medical Assistants	SOCC	16,000
Total Hours per Fiscal Year			20,800

3. The curriculum shall be as described in the Rancho Santiago Community College District's Catalog and the program and course outlines on file in the Instruction Office as

approved by the Curriculum Council, the Chancellor, the Board of Trustees of DISTRICT, and the Chancellor's Office of the California Community Colleges.

4. DISTRICT shall use selected SOUTH COAST COLLEGE staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of DISTRICT, DISTRICT will invoke the provision of Title 5, Section 58058(b).

Accordingly, SOUTH COAST COLLEGE staff that is used, as instructors will be required to enter into written individual instructor service agreements with DISTRICT regarding their responsibilities for delivering the curriculum called for in this Agreement.

DISTRICT shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between DISTRICT and the SOUTH COAST COLLEGE.

5. Instruction to be claimed for apportionment by DISTRICT under this Agreement shall be under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. DISTRICT's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the DISTRICT.
7. DISTRICT shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. DISTRICT has specified the courses of instruction within this Agreement, and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the DISTRICT's board of trustees has approved the courses.

9. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the DISTRICT.
10. DISTRICT shall claim state apportionment for student attendance generated in classes covered by this Agreement. SOUTH COAST COLLEGE shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.
11. DISTRICT shall reimburse SOUTH COAST COLLEGE for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. DISTRICT shall provide the normal administrative functions, including admissions, counseling, registration, achievement records, and awarding of completion certificates comparable to those maintained for any student of DISTRICT.

**E. RESPONSIBILITIES OF SOUTH COAST COLLEGE:**

1. SOUTH COAST COLLEGE shall provide staff and facilities for DISTRICT to utilize in the operation of its instructional programs for eligible students of the DISTRICT.
2. SOUTH COAST COLLEGE staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), SOUTH COAST COLLEGE staff used as instructors under this Agreement will enter into individual agreements with DISTRICT regarding their responsibilities as instructors for DISTRICT, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be attached to this Agreement when transmitted to the DISTRICT for Agreement approval.
4. DISTRICT shall not be obligated to make any payment to SOUTH COAST COLLEGE staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to SOUTH COAST COLLEGE staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of SOUTH COAST COLLEGE.

5. SOUTH COAST COLLEGE staff conducting classes authorized in this Agreement shall do so according to the following schedule per subject, per fiscal year:

Medical Terminology for Medical Assistants

Minimum of 7.5 hours per week, for a total of 240 hours per fiscal year

Business Procedures for Medical Assistants

Minimum 20 hours per week, for a total of 1040 hours per fiscal year

6. SOUTH COAST COLLEGE shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
7. SOUTH COAST COLLEGE shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by SOUTH COAST COLLEGE shall remain the property of SOUTH COAST COLLEGE and shall not be removed from the premises without permission of SOUTH COAST COLLEGE
8. SOUTH COAST COLLEGE shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
9. SOUTH COAST COLLEGE will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
10. SOUTH COAST COLLEGE shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.
11. SOUTH COAST COLLEGE shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
12. SOUTH COAST COLLEGE courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.



13. SOUTH COAST COLLEGE shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by DISTRICT, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

**F. RESPONSIBILITIES OF DISTRICT AND SOUTH COAST COLLEGE:**

1. DISTRICT and SOUTH COAST COLLEGE will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. DISTRICT and SOUTH COAST COLLEGE will supervise students and evaluate student progress.
3. DISTRICT and SOUTH COAST COLLEGE will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by DISTRICT and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The DISTRICT determines the number of class hours sufficient to meet the stated performance objectives.

**G. PAYMENT:**

1. DISTRICT shall reimburse SOUTH COAST COLLEGE for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 20,800 hours (\$52,000) per fiscal year. The hours claimed under this Agreement must be certified to DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of SOUTH COAST COLLEGE's contract cost of operating the instructional programs covered by this Agreement.
2. SOUTH COAST COLLEGE shall submit certified statements and billing once each quarter to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA. 92867

ATTENTION: Vice President, Continuing Education

3. SOUTH COAST COLLEGE billing shall include evidence of positive attendance in accordance with State regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction.
4. DISTRICT shall reimburse SOUTH COAST COLLEGE within twenty (20) days after receipt of billing.

**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

**DISTRICT:**

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Vice President, Continuing Education

**SOUTH COAST COLLEGE:**

SOUTH COAST COLLEGE

2011 W. Chapman Avenue

Orange, CA 92868

(714) 867-5009

Attention: Jean Gonzalez, President/CEO

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF SOUTH COAST COLLEGE AND DISTRICT:**

SOUTH COAST COLLEGE is, and shall at all times be deemed to be an independent contractor.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and SOUTH COAST COLLEGE, or any of SOUTH COAST COLLEGE's agents or employees. SOUTH COAST COLLEGE, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SOUTH COAST COLLEGE and DISTRICT, or any of DISTRICT's agents or employees. DISTRICT, its agents and employees, shall not be entitled to any rights or privileges of SOUTH COAST COLLEGE employees and shall not be considered in any manner to be SOUTH COAST COLLEGE employees.

**J. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of DISTRICT and SOUTH COAST COLLEGE, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**K. CERTIFICATION BY DISTRICT:**

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive

full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**L. CERTIFICATION BY SOUTH COAST COLLEGE:**

SOUTH COAST COLLEGE hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

**M. INSURANCE:**

1. SOUTH COAST COLLEGE shall obtain and maintain insurance, at the expense of SOUTH COAST COLLEGE, all workers' compensation insurance required by law for its employees in the operation of this program.
2. SOUTH COAST COLLEGE shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. SOUTH COAST COLLEGE shall provide to DISTRICT a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.
  - a. This coverage shall not be canceled or coverage reduced until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
  - b. Such coverage as provided shall be primary and any coverage carried by the DISTRICT shall be excess and non-contributory.

**N. INDEMNIFICATION:**

DISTRICT shall indemnify and hold SOUTH COAST COLLEGE, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents,

employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend, at its expense, including attorney fees, SOUTH COAST COLLEGE, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

SOUTH COAST COLLEGE shall indemnify and hold DISTRICT, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of SOUTH COAST COLLEGE, its officers, agents, employees, subcontracts, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and SOUTH COAST COLLEGE shall defend, at its expense, including attorney fees, DISTRICT, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT to provide education classes to eligible students of the DISTRICT.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature:

Date:

---

Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7340

**SOUTH COAST COLLEGE**

Signature:

Date:

---

Jean Gonzalez, President/CEO  
SOUTH COAST COLLEGE  
2011 W. Chapman Ave.  
Orange, CA 92868  
(714) 867-5009

Rancho Santiago Comm Coll District

Board Meeting of 06/25/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 05/24/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66239	General Fund Unrestricted	0.00	1,324.00	-1,324.00	92*0502566	92*0502566
66289	General Fund Unrestricted	0.00	54.93	-54.93	92*0503061	92*0503061
66372	General Fund Unrestricted	71,236.35	1,625.52	69,610.83	92*0504437	92*0504460
66373	General Fund Unrestricted	28,474.68	0.00	28,474.68	92*0504461	92*0504475
66374	General Fund Unrestricted	104,507.70	0.00	104,507.70	92*0504490	92*0504502
66376	General Fund Unrestricted	3,409.06	0.00	3,409.06	92*0504507	92*0504529
66380	General Fund Unrestricted	2.49	0.00	2.49	92*0504537	92*0504537
66381	General Fund Unrestricted	3,123.59	0.00	3,123.59	92*0504550	92*0504552
66382	General Fund Unrestricted	239.21	0.00	239.21	92*0504558	92*0504561
66387	General Fund Unrestricted	27,908.20	0.00	27,908.20	92*0504577	92*0504615
66388	General Fund Unrestricted	10,428.69	0.00	10,428.69	92*0504620	92*0504620
66389	General Fund Unrestricted	12,158.23	0.00	12,158.23	92*0504665	92*0504683
66394	General Fund Unrestricted	21,742.75	0.00	21,742.75	92*0504740	92*0504775
66395	General Fund Unrestricted	48,962.56	0.00	48,962.56	92*0504776	92*0504796
66396	General Fund Unrestricted	8,797.84	0.00	8,797.84	92*0504803	92*0504843
66397	General Fund Unrestricted	2,147,497.66	0.00	2,147,497.66	92*0504846	92*0504890
66403	General Fund Unrestricted	1,419.54	0.00	1,419.54	92*0504927	92*0504933
66404	General Fund Unrestricted	3,873.53	0.00	3,873.53	92*0504966	92*0504989
66405	General Fund Unrestricted	6,696.70	0.00	6,696.70	92*0505010	92*0505044
66406	General Fund Unrestricted	7,251.59	0.00	7,251.59	92*0505053	92*0505079
66407	General Fund Unrestricted	33,289.57	0.00	33,289.57	92*0505082	92*0505104
66408	General Fund Unrestricted	1,324.00	0.00	1,324.00	92*0505106	92*0505106
66412	General Fund Unrestricted	38,908.57	0.00	38,908.57	92*0505118	92*0505141
66413	General Fund Unrestricted	15,413.71	0.00	15,413.71	92*0505152	92*0505184
66416	General Fund Unrestricted	2,103.58	0.00	2,103.58	92*0505197	92*0505207
66417	General Fund Unrestricted	14,186.86	0.00	14,186.86	92*0505208	92*0505232
66418	General Fund Unrestricted	56,141.81	0.00	56,141.81	92*0505233	92*0505246
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$2,669,098.47</b>	<b>\$3,004.45</b>	<b>\$2,666,094.02</b>		

Checks Written for Period 05/24/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66299	General Fund Restricted	0.00	350.00	-350.00	92*0503292	92*0503292
66311	General Fund Restricted	0.00	158.74	-158.74	92*0503483	92*0503483
66330	General Fund Restricted	0.00	62.46	-62.46	92*0503836	92*0503836
66337	General Fund Restricted	0.00	7,156.90	-7,156.90	92*0503964	92*0503964
66372	General Fund Restricted	191,484.07	0.00	191,484.07	92*0504432	92*0504452
66373	General Fund Restricted	12,111.94	0.00	12,111.94	92*0504462	92*0504484
66374	General Fund Restricted	1,650.97	0.00	1,650.97	92*0504486	92*0504503
66375	General Fund Restricted	21,993.00	0.00	21,993.00	92*0504504	92*0504505
66376	General Fund Restricted	9,266.49	0.00	9,266.49	92*0504506	92*0504530
66380	General Fund Restricted	43,170.10	0.00	43,170.10	92*0504534	92*0504549
66382	General Fund Restricted	20,121.48	0.00	20,121.48	92*0504553	92*0504566
66384	General Fund Restricted	1,021.21	0.00	1,021.21	92*0504568	92*0504568
66385	General Fund Restricted	350.00	0.00	350.00	92*0504569	92*0504569
66386	General Fund Restricted	5,896.90	0.00	5,896.90	92*0504570	92*0504570
66387	General Fund Restricted	95,759.12	0.00	95,759.12	92*0504571	92*0504603
66388	General Fund Restricted	44,211.73	0.00	44,211.73	92*0504616	92*0504663
66389	General Fund Restricted	16,490.62	255.00	16,235.62	92*0504664	92*0504697
66394	General Fund Restricted	59,086.70	0.00	59,086.70	92*0504743	92*0504774
66395	General Fund Unrestricted	1,868.67	0.00	1,868.67	92*0504789	92*0504797
66396	General Fund Restricted	99,270.88	0.00	99,270.88	92*0504798	92*0504840
66397	General Fund Restricted	51,762.62	0.00	51,762.62	92*0504844	92*0504886
66403	General Fund Restricted	245,442.65	0.00	245,442.65	92*0504929	92*0504965
66404	General Fund Restricted	8,074.01	0.00	8,074.01	92*0504973	92*0505000
66405	General Fund Restricted	128,465.09	0.00	128,465.09	92*0505001	92*0505027
66406	General Fund Restricted	10,395.40	0.00	10,395.40	92*0505045	92*0505078
66407	General Fund Restricted	5,494.77	0.00	5,494.77	92*0505089	92*0505105
66412	General Fund Restricted	39,245.99	0.00	39,245.99	92*0505123	92*0505150
66413	General Fund Restricted	21,381.30	0.00	21,381.30	92*0505151	92*0505174
66416	General Fund Restricted	13,577.49	0.00	13,577.49	92*0505198	92*0505206
66417	General Fund Restricted	3,885.64	0.00	3,885.64	92*0505209	92*0505227
66418	General Fund Restricted	18,416.72	0.00	18,416.72	92*0505236	92*0505266
<b>Total Fund 12 General Fund Restricted</b>		<b>\$1,169,895.56</b>	<b>\$7,983.10</b>	<b>\$1,161,912.46</b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66373	GF Unrestricted One-Time Func	41,755.06	0.00	41,755.06	92*0504465	92*0504485
66376	GF Unrestricted One-Time Func	10,890.55	0.00	10,890.55	92*0504512	92*0504514
66380	General Fund Unrestricted	1,176.48	0.00	1,176.48	92*0504538	92*0504547
66382	GF Unrestricted One-Time Func	54.92	0.00	54.92	92*0504560	92*0504560
66388	GF Unrestricted One-Time Func	9,491.47	0.00	9,491.47	92*0504643	92*0504662
66389	GF Unrestricted One-Time Func	15,999.04	0.00	15,999.04	92*0504666	92*0504696
66396	GF Unrestricted One-Time Func	1,224.28	0.00	1,224.28	92*0504800	92*0504837
66397	GF Unrestricted One-Time Func	6,117.67	0.00	6,117.67	92*0504845	92*0504872
66404	GF Unrestricted One-Time Func	11,979.86	0.00	11,979.86	92*0504967	92*0504979
66405	GF Unrestricted One-Time Func	918.04	0.00	918.04	92*0505034	92*0505034
66406	GF Unrestricted One-Time Func	25,303.21	0.00	25,303.21	92*0505046	92*0505081
66407	GF Unrestricted One-Time Func	242.27	0.00	242.27	92*0505099	92*0505099
66412	GF Unrestricted One-Time Func	49,166.45	0.00	49,166.45	92*0505120	92*0505144
66413	GF Unrestricted One-Time Func	27,716.28	0.00	27,716.28	92*0505153	92*0505185
66416	GF Unrestricted One-Time Func	71,238.15	0.00	71,238.15	92*0505200	92*0505204
66418	GF Unrestricted One-Time Func	39,054.96	0.00	39,054.96	92*0505241	92*0505259
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$312,328.69</b>	<b>\$0.00</b>	<b>\$312,328.69</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66370	Child Development Fund	2,263.29	0.00	2,263.29	92*0504428	92*0504430
66377	Child Development Fund	110.26	0.00	110.26	92*0504531	92*0504531
66383	Child Development Fund	13.92	0.00	13.92	92*0504567	92*0504567
66393	Child Development Fund	4,633.72	0.00	4,633.72	92*0504727	92*0504739
66398	Child Development Fund	6,876.56	0.00	6,876.56	92*0504891	92*0504901
66402	Child Development Fund	7,638.34	0.00	7,638.34	92*0504909	92*0504926
66411	Child Development Fund	2,967.73	0.00	2,967.73	92*0505112	92*0505117
66414	Child Development Fund	940.68	0.00	940.68	92*0505186	92*0505192
66415	Child Development Fund	2,744.92	0.00	2,744.92	92*0505193	92*0505196
66420	Child Development Fund	2,854.65	0.00	2,854.65	92*0505268	92*0505270
<b>Total Fund 33 Child Development Fund</b>		<b>\$31,044.07</b>	<b>\$0.00</b>	<b>\$31,044.07</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66368	Capital Outlay Projects Fund	610.00	0.00	610.00	92*0504426	92*0504426
66392	Capital Outlay Projects Fund	354,754.12	0.00	354,754.12	92*0504706	92*0504726
66399	Capital Outlay Projects Fund	85,393.77	0.00	85,393.77	92*0504902	92*0504904
66400	Capital Outlay Projects Fund	7,307.94	0.00	7,307.94	92*0504905	92*0504907
66409	Capital Outlay Projects Fund	20,116.66	0.00	20,116.66	92*0505107	92*0505109
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$468,182.49</b>	<b>\$0.00</b>	<b>\$468,182.49</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66261	Bond Fund, Measure Q	0.00	1,551.00	-1,551.00	92*0502733	92*0502735
66369	Bond Fund, Measure Q	354,459.23	0.00	354,459.23	92*0504427	92*0504427
66378	Bond Fund, Measure Q	18,655.75	0.00	18,655.75	92*0504532	92*0504532
66391	Bond Fund, Measure Q	98,165.64	0.00	98,165.64	92*0504700	92*0504705
66410	Bond Fund, Measure Q	15,015.00	0.00	15,015.00	92*0505110	92*0505111
66419	Bond Fund, Measure Q	93,183.00	0.00	93,183.00	92*0505267	92*0505267
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$579,478.62</b>	<b>\$1,551.00</b>	<b>\$577,927.62</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66379	Property and Liability Fund	242.40	0.00	242.40	92*0504533	92*0504533
66390	Property and Liability Fund	3,346.90	0.00	3,346.90	92*0504698	92*0504699
66421	Property and Liability Fund	3,054.15	0.00	3,054.15	92*0505271	92*0505271
<b>Total Fund 61 Property and Liability Fund</b>		<b><u><u>\$6,643.45</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$6,643.45</u></u></b>		

Checks Written for Period 05/24/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66371	Workers' Compensation Fund	523.49	0.00	523.49	92*0504431	92*0504431
66401	Workers' Compensation Fund	6,360.54	0.00	6,360.54	92*0504908	92*0504908
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$6,884.03</b>	<b>\$0.00</b>	<b>\$6,884.03</b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,666,094.02
Total Fund 12 General Fund Restricted	1,161,912.46
Total Fund 13 GF Unrestricted One-Time Fund	312,328.69
Total Fund 33 Child Development Fund	31,044.07
Total Fund 41 Capital Outlay Projects Fund	468,182.49
Total Fund 43 Bond Fund, Measure Q	577,927.62
Total Fund 61 Property and Liability Fund	6,643.45
Total Fund 62 Workers' Compensation Fund	6,884.03
Grand Total:	<u><u>\$5,231,016.83</u></u>

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1805105		3.00	3.00	0.00	1A*0001001	1A*0001001
1A1805212		12,230.03	800.00	11,430.03	1A*0001002	1A*0001009
1A1805319		9,134.66	68.25	9,066.41	1A*0001010	1A*0001023
1A1805426		5,693.53	1,681.68	4,011.85	1A*0001024	1A*0001030
1A1805531		26,887.79	9,513.52	17,374.27	1A*0001031	1A*0001075
1A1806209		6,059.95	1,735.10	4,324.85	1A*0001076	1A*0001092
1A1806312		9,662.08	0.00	9,662.08	1A*0001093	1A*0001119
<b>Total Fund 1A</b>		<b>\$69,671.04</b>	<b>\$13,801.55</b>	<b>\$55,869.49</b>		



Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1805105		6.00	6.00	0.00	1B*0001001	1B*0001002
1B1805212		11,612.48	3.00	11,609.48	1B*0001003	1B*0001010
1B1805319		73,138.30	2,115.00	71,023.30	1B*0001011	1B*0001036
1B1805426		29,107.79	0.00	29,107.79	1B*0001037	1B*0001041
1B1805531		36,074.54	28,673.95	7,400.59	1B*0001042	1B*0001047
1B1806209		42,503.34	9,250.75	33,252.59	1B*0001048	1B*0001061
1B1806312		58,724.99	0.00	58,724.99	1B*0001062	1B*0001070
<b>Total Fund 1B</b>		<b>\$251,167.44</b>	<b>\$40,048.70</b>	<b>\$211,118.74</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C1805105		3.00	3.00	0.00	1C*0001001	1C*0001001
1C1805212		553.84	553.84	0.00	1C*0001002	1C*0001002
1C1805531		170.14	0.00	170.14	1C*0001003	1C*0001003
1C1806209		20,596.88	0.00	20,596.88	1C*0001004	1C*0001007
1C1806312		5,830.32	0.00	5,830.32	1C*0001008	1C*0001014
<b>Total Fund 1C</b>		<b>\$27,154.18</b>	<b>\$556.84</b>	<b>\$26,597.34</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1R1805531		5,274.95	0.00	5,274.95	1R*0001001	1R*0001003
<b>Total Fund 1R</b>		<b><u>5,274.95</u></b>	<b><u>\$0.00</u></b>	<b><u>5,274.95</u></b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1805105		3.00	3.00	0.00	1S*0001001	1S*0001001
1S1805212		7,645.77	650.00	6,995.77	1S*0001002	1S*0001013
1S1805319		3,800.08	782.94	3,017.14	1S*0001014	1S*0001022
1S1805426		3,571.39	0.00	3,571.39	1S*0001023	1S*0001025
1S1805531		11,914.20	433.80	11,480.40	1S*0001026	1S*0001042
1S1806209		3,719.23	0.00	3,719.23	1S*0001043	1S*0001051
<b>Total Fund 1S</b>		<b><u>\$30,653.67</u></b>	<b><u>\$1,869.74</u></b>	<b><u>\$28,783.93</u></b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1805105		2.00	2.00	0.00	1T*0001001	1T*0001002
1T1805212		28,547.39	326.00	28,221.39	1T*0001003	1T*0001021
1T1805319		16,508.81	1,176.00	15,332.81	1T*0001022	1T*0001041
1T1805426		7,921.13	0.00	7,921.13	1T*0001042	1T*0001044
1T1805531		14,108.71	0.00	14,108.71	1T*0001045	1T*0001058
1T1806209		9,479.23	2,620.48	6,858.75	1T*0001059	1T*0001068
1T1806312		4,848.90	34.61	4,814.29	1T*0001069	1T*0001078
<b>Total Fund 1T</b>		<b>\$81,416.17</b>	<b>\$4,159.09</b>	<b>\$77,257.08</b>		

**SUMMARY**

Total Fund 1A	55,869.49
Total Fund 1B	211,118.74
Total Fund 1C	26,597.34
Total Fund 1R	5,274.95
Total Fund 1S	28,783.93
Total Fund 1T	77,257.08
<b>Grand Total:</b>	<b><u><u>\$404,901.53</u></u></b>

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1805105		26.40	0.00	26.40	2A*0001001	2A*0001001
2A1805212		4,295.70	0.00	4,295.70	2A*0001002	2A*0001014
2A1805319		2,228.60	0.00	2,228.60	2A*0001015	2A*0001024
2A1805426		1,790.40	0.00	1,790.40	2A*0001025	2A*0001034
2A1805531		4,471.95	0.00	4,471.95	2A*0001035	2A*0001044
2A1806209		5,887.46	0.00	5,887.46	2A*0001045	2A*0001052
2A1806312		1,740.55	13.10	1,727.45	2A*0001053	2A*0001066
<b>Total Fund 2A</b>		<b>\$20,441.06</b>	<b>\$13.10</b>	<b>\$20,427.96</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1805105		9.00	9.00	0.00	2B*0001001	2B*0001003
2B1805319		867.62	0.00	867.62	2B*0001004	2B*0001004
2B1805531		69,225.56	35,157.91	34,067.65	2B*0001005	2B*0001054
2B1806209		4,906.28	0.00	4,906.28	2B*0001055	2B*0001061
<b>Total Fund 2B</b>		<b><u>\$75,008.46</u></b>	<b><u>\$35,166.91</u></b>	<b><u>\$39,841.55</u></b>		



Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1805105		1.00	1.00	0.00	2C*0001001	2C*0001001
2C1805212		8,754.48	5,222.48	3,532.00	2C*0001002	2C*0001009
2C1805319		1,405.79	0.00	1,405.79	2C*0001010	2C*0001012
2C1805426		1,356.48	0.00	1,356.48	2C*0001013	2C*0001015
2C1806209		170.15	0.00	170.15	2C*0001016	2C*0001016
2C1806312		1,608.07	0.00	1,608.07	2C*0001017	2C*0001021
<b>Total Fund 2C</b>		<b>\$13,295.97</b>	<b>\$5,223.48</b>	<b>\$8,072.49</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2R1805105		1.00	1.00	0.00	2R*0001001	2R*0001001
<b>Total Fund 2R</b>		<b>\$1.00</b>	<b>\$1.00</b>	<b>\$0.00</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1805105		1.00	1.00	0.00	2S*0001001	2S*0001001
2S1805212		9,657.68	0.00	9,657.68	2S*0001002	2S*0001017
2S1805319		6,789.82	398.84	6,390.98	2S*0001018	2S*0001028
2S1805426		1,025.48	0.00	1,025.48	2S*0001029	2S*0001030
2S1805531		2,849.76	0.00	2,849.76	2S*0001031	2S*0001036
2S1806209		1,380.35	0.00	1,380.35	2S*0001037	2S*0001040
2S1806312		2,615.38	0.00	2,615.38	2S*0001041	2S*0001043
<b>Total Fund 2S</b>		<b>\$24,319.47</b>	<b>\$399.84</b>	<b>\$23,919.63</b>		

Checks Written for Period 05/01/18 Thru 06/12/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1805105		1.00	1.00	0.00	2T*0001001	2T*0001001
2T1805212		4,892.38	0.00	4,892.38	2T*0001002	2T*0001007
2T1805319		879.00	0.00	879.00	2T*0001008	2T*0001009
2T1805426		5,302.84	0.00	5,302.84	2T*0001010	2T*0001021
2T1805531		744.81	0.00	744.81	2T*0001022	2T*0001024
2T1806209		624.53	0.00	624.53	2T*0001025	2T*0001026
2T1806312		6,562.15	0.00	6,562.15	2T*0001027	2T*0001028
<b>Total Fund 2T</b>		<b>\$19,006.71</b>	<b>\$1.00</b>	<b>\$19,005.71</b>		

**SUMMARY**

Total Fund 2A	20,427.96
Total Fund 2B	39,841.55
Total Fund 2C	8,072.49
Total Fund 2R	0.00
Total Fund 2S	23,919.63
Total Fund 2T	19,005.71
<b>Grand Total:</b>	<b><u><u>\$111,267.34</u></u></b>



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

No. 4.2

From 05/26/2018 To 06/12/2018

Board Meeting on 06/25/2018

**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.

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
2000	CLASSIFIED SALARIES		1,157
3000	EMPLOYEE BENEFITS		1,496
4000	SUPPLIES & MATERIALS		2,160
5000	OTHER OPERATING EXP & SERVICES	4,707	
6000	CAPITAL OUTLAY	106	
<b>Total Transfer Fund 11</b>		<b>\$4,813</b>	<b>\$4,813</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		4,251
2000	CLASSIFIED SALARIES	10,579	
3000	EMPLOYEE BENEFITS	36,831	
4000	SUPPLIES & MATERIALS	2,742	
5000	OTHER OPERATING EXP & SERVICES		17,416
6000	CAPITAL OUTLAY		20,264
7000	OTHER OUTGO		8,221
<b>Total Transfer Fund 12</b>		<b>\$50,152</b>	<b>\$50,152</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
4000	SUPPLIES & MATERIALS		13,000
5000	OTHER OPERATING EXP & SERVICES	13,000	
<b>Total Transfer Fund 31</b>		<b>\$13,000</b>	<b>\$13,000</b>
<b><u>Fund 33: Child Development Fund</u></b>			
1000	ACADEMIC SALARIES		48,077
2000	CLASSIFIED SALARIES	24,865	
3000	EMPLOYEE BENEFITS	24,312	
5000	OTHER OPERATING EXP & SERVICES		1,100
<b>Total Transfer Fund 33</b>		<b>\$49,177</b>	<b>\$49,177</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
6000	CAPITAL OUTLAY	3,889	
7900	RESERVE FOR CONTINGENCIES		3,889
<b>Total Transfer Fund 41</b>		<b>\$3,889</b>	<b>\$3,889</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
5000	OTHER OPERATING EXP & SERVICES		45,000
6000	CAPITAL OUTLAY	45,000	
<b>Total Transfer Fund 79</b>		<b>\$45,000</b>	<b>\$45,000</b>

**BUDGET INCREASES AND DECREASES** Revenue      Appropriation

**Fund 12: General Fund Restricted**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/26/2018 To 06/12/2018  
Board Meeting on 06/25/2018**

**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.

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
8100	FEDERAL REVENUES	4,063	
8600	STATE REVENUES	26,906	
8800	LOCAL REVENUES	5,600	
1000	ACADEMIC SALARIES		(22,363)
2000	CLASSIFIED SALARIES		50,557
3000	EMPLOYEE BENEFITS		1,780
4000	SUPPLIES & MATERIALS		3,643
5000	OTHER OPERATING EXP & SERVICES		(6,672)
7000	OTHER OUTGO		9,624
<b>Total Transfer Fund 12</b>		<b>\$36,569</b>	<b>\$36,569</b>
<b><u>Fund 33: Child Development Fund</u></b>			
8600	STATE REVENUES	87,177	
8800	LOCAL REVENUES	(87,177)	
<b>Total Transfer Fund 33</b>		<b>\$0</b>	<b>\$0</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
8800	LOCAL REVENUES	12,542	
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		9,000
6000	CAPITAL OUTLAY		1,542
<b>Total Transfer Fund 79</b>		<b>\$12,542</b>	<b>\$12,542</b>

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.



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

From 05/26/2018 To 06/12/2018

Board Meeting on 06/25/2018

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.

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B023721</b>	<b>06/04/18</b>		
3000	EMPLOYEE BENEFITS	28,390	
5000	OTHER OPERATING EXP & SERVICES		28,390
<b>Total Reference B023721</b>		<b>\$28,390</b>	<b>\$28,390</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Tx fds to contrcd svcs:SWF		
<b>B023765</b>	<b>06/08/18</b>		
1000	ACADEMIC SALARIES	9,729	
2000	CLASSIFIED SALARIES	17,606	
3000	EMPLOYEE BENEFITS	2,541	
4000	SUPPLIES & MATERIALS	2,449	
5000	OTHER OPERATING EXP & SERVICES	9,474	
6000	CAPITAL OUTLAY	500	
7000	OTHER OUTGO		42,299
<b>Total Reference B023765</b>		<b>\$42,299</b>	<b>\$42,299</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adjsmnts Cryfwd Eqty Bgt		
<b><u>Fund 33: Child Development Fund</u></b>			
<b>B023739</b>	<b>06/05/18</b>		
1000	ACADEMIC SALARIES		48,077
2000	CLASSIFIED SALARIES	23,765	
3000	EMPLOYEE BENEFITS	24,312	
<b>Total Reference B023739</b>		<b>\$48,077</b>	<b>\$48,077</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fnd overspent salary accts		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B023784</b>	<b>06/11/18</b>		
6000	CAPITAL OUTLAY	3,889	
7900	RESERVE FOR CONTINGENCIES		3,889
<b>Total Reference B023784</b>		<b>\$3,889</b>	<b>\$3,889</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Alloc fnds Contingncy		
<b><u>Fund 79: Diversified Trust Fund</u></b>			
<b>B023684</b>	<b>05/30/18</b>		
5000	OTHER OPERATING EXP & SERVICES		45,000
6000	CAPITAL OUTLAY	45,000	
<b>Total Reference B023684</b>		<b>\$45,000</b>	<b>\$45,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Cnty Treasurer:Ventek/Phoenix Group pymts 17/18.		

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
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**Fund 12: General Fund Restricted**

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

From 05/26/2018 To 06/12/2018

Board Meeting on 06/25/2018

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B023764</b>	<b>06/08/18</b>		
8600	STATE REVENUES	37,128	
2000	CLASSIFIED SALARIES		35,066
3000	EMPLOYEE BENEFITS		2,062
<b>Total Reference B023764</b>		<b>\$37,128</b>	<b>\$37,128</b>

**Reason:** Special Project Adjustment

**Description:** INcr #2066 bgt for TE's:Decr 2065, 2067 & 2068 bgts

**Fund 33: Child Development Fund**

<b>B023702</b>	<b>05/31/18</b>		
8600	STATE REVENUES	87,177	
8800	LOCAL REVENUES	(87,177)	
<b>Total Reference B023702</b>		<b>\$0</b>	<b>\$0</b>

**Reason:** Special Project Adjustment

**Description:** Adjst rev accts

**RECOMMENDATION**

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

4.2 (4)

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church	
Action:	Request for Approval	

**BACKGROUND**

Child Development Services provides early care and education services for children and families within the Rancho Santiago Community College District at St. Peter Lutheran Church, 1510 N Parton in Santa Ana. This location offers services to 125 children and families through the district's contract with the California Department of Education, Early Education and Support Services.

**ANALYSIS**

The lease will provide space for three preschool classrooms, two offices, a conference/work room, and the use of bathrooms, playground, kitchen, and a pantry. The duration of the lease agreement will be from July 1, 2018 through June 30, 2019.

Lease costs are paid for by Child Development Services categorical funds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the lease with St. Peter Evangelical Lutheran Church in Santa Ana as presented.

Fiscal Impact:	\$5,700 per month	Board Date: June 25, 2018
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

## LEASE

1. **PARTIES.** This Lease ("Lease"), dated July 1, 2018 for reference purposes only, is made by and between **ST. PETER EVANGELICAL LUTHERAN CHURCH** ("Landlord"), and **RANCHO SANTIAGO COMMUNITY DISTRICT**, a community college district of the State of California ("Tenant" or "District") (Landlord and Tenant may be collectively referred to as the "Parties").

2. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that certain space described in Exhibit "A" attached hereto (herein called the "Premises") located at 1510 N. Parton Street, Santa Ana, California (collectively with any common areas and other improvements, the "Project").

3. **TERM.** The term of this Lease ("Term") shall be for twelve (12) months commencing July 1, 2018 (the "Commencement Date") and ending on June 30, 2019 (the "Termination Date"), unless sooner terminated as provided herein.

4. **POSSESSION.** Possession of the Premises shall be deemed tendered to Tenant ("Tender of Possession") on the date Tenant actually takes possession of the Premises.

5. **RENT.** Tenant hereby covenants and agrees to pay to Landlord five thousand seven hundred (\$5,700) per month for the Premises in advance on or before the twenty-fifth (25<sup>th</sup>) day of each month and every successive calendar month thereafter during the Term hereof. Rent for any period during the Term hereof which is for less than one (1) month shall be a prorated portion thereof. Landlord and tenant have the right to request a renegotiation of the rent amount during the term of the lease, if State Preschool enrollment exceeds 200 children or declines under 100 children.

6. **EARLY TERMINATION OPTION.** Tenant has the option of terminating this Lease prior to the Termination Date specified in Section 3. To exercise the Early Termination Option, Tenant must deliver to Landlord (1) a written notice stating that Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination ("Early Termination Date"), and (2) all Rent and additional Rent due through the Early Termination Date. When Landlord acknowledges receiving the written notice and payment from Tenant, the Termination Date of this Lease shall be deemed amended to be the Early Termination Date.

7. **SECURITY DEPOSIT.** Landlord hereby agrees that it previously received and currently holds Tenant's deposit in the sum of two thousand seven hundred and thirty dollars (\$2,730.00). Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the payment of any Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in which

Initials: \_\_\_\_\_  
Landlord                      Tenant

Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Landlord shall keep this Security Deposit separate from its general funds. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Tenant within twenty (20) days following the expiration of the Lease Term.

**8. OPERATING EXPENSES.**

8.1 Landlord shall be responsible for all Operating Expenses as defined herein.

8.2 The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the common areas of the Building and Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance (or only a pro rata portion if such employees are not dedicated exclusively to the Project); license fees and governmental permits; casualty and liability insurance; costs of repairing casualties or losses to the building (s), for which Landlord does not receive insurance proceeds covering the entire loss; costs for code compliance; cleaning supplies; uniforms and dry cleaning service; supplies, repairs, replacements and other expenses for maintaining and operating the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces the cost of operating said system(s); Landlord's accounting fees and costs for the system within the Project and thereby reduces Operating Expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses; service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, stationery; and the costs of any other items which, under generally accepted accounting principles constitute operating and maintenance costs attributable to any or all of the Project.

8.3 Tenant shall have no responsibility for any of the following expenses: (1) the construction costs for any expansion of the Building or Project; (2) ground rent or debt service (including, but without limitation, interest and principal) required to be made on debt incurred by Landlord and relating to any portion of the Building or Project; (3) costs for which Landlord has a right to receive reimbursement from others; (4) depreciation of the Project or other said improvements; (5) costs occasioned by Landlord's fraud or willful misconduct; (6) environmental pollution assessment and remediation related costs not caused by Tenant or its agents; (7) leasing commissions; (8) expenses paid from reserve amounts previously included in Operating Expenses; (9) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds or reimbursement to be credited to Operating Expenses in the

Initials: \_\_\_\_\_  
Landlord      Tenant

year in which received, except that any commercially reasonable deductible amount under any insurance policy shall be included within Operating Expenses charges when incurred by Landlord); (10) costs arising from Landlord's charitable or political contributions; (11) cost of the initial construction and installation of the Project (including the Common Area) and of correcting any defects in or inadequacy of the initial design or construction of the Project or of making any repairs of such initial construction to the extent covered by construction warranty; whether for the Project or pursuant to any work letter with a tenant, (12) tax penalties incurred or interest charged as a result of Landlord's failure to make payments for such items to the extent required by this Lease, except to the extent not caused by Tenant's failure to make such payments when due under this Lease; (13) repairs or other work occasioned by fire, storm, flood or other insured casualty or by the exercise of eminent domain, to the extent Landlord is reimbursed by warranty or insurance or by the condemning authority, or would have been reimbursed if Landlord had maintained in force the insurance required to be carried by Landlord under this Lease; (14) attorneys' and other professional fees, costs and disbursements and other expenses incurred in connection with procuring new tenants and/or negotiations or disputes with present or prospective tenants or other occupants of the Project, except to the extent incurred as a result of Tenant's acts or omissions; (15) repairs, alterations, additions, improvements or replacements made to rectify or correct any condition with respect to the Project that is in violation of applicable Laws on the date of execution of this Lease; (16) salaries, wages or other compensation paid to officers or executives of Landlord; (17) overhead and profit increment paid to a subsidiary, affiliate or other entity related to Landlord for services to the extent they are in excess of the amount that would be paid in the absence of such affiliation; (18) specific costs incurred for the account of, separately billed to and paid by specific tenants in the Project; (19) cost of capital improvements which are defined as any expenditures of the type which do not normally recur more frequently than every five (5) years in the normal course of operation and maintenance of the Project; (20) any increase in real property taxes resulting from a change in ownership of the Building or Project that occurs during the Term of this Lease or any extensions or renewals thereof; and (21) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Project. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60 through 68, inclusive, and/or any amendments or successor statutes to such sections.

9. **USE.** Tenant shall use the Premises for a State Pre-School Program for underprivileged children and any incidental uses and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project or any of its contents, or cause cancellation of any insurance policy covering said Project or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will (a) in any way obstruct or interfere with the rights of other Tenants or occupants of the Project or injure them, (b) allow the Premises to be used for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or (c) violate any codes, laws or regulations of city, state or federal authorities. Tenant shall not commit nor suffer to be committed any waste in or upon

Initials: \_\_\_\_\_  
Landlord                      Tenant

the Premises.

**9.1 Condition of Premises.**

Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that as of the Commencement Date, but without regard to any alterations or improvements made by Tenant, the Premises does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, to rectify any such violation. Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Project in their as is condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

**10. MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.**

**10.1 Landlord's Obligations.** Landlord represents and warrants that to its actual knowledge, the Premises and the structural elements, roof and building systems of the Building are seismically and otherwise in sound condition and in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force, including, without limitation, handicapped accessibility standards set forth in the ADA. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Premises. Landlord shall (i) maintain, repair and replace the structural portions of the Project, including but not limited to the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain, repair and replace (as reasonably determined by Landlord to be appropriate) the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair, maintain and replace those portions of the systems located in the core of the Project or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems in the Premises).

A. HVAC Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the term of this Lease, ordinary wear and tear and negligence of Tenant excepted. In the event that any such systems and/or equipment fail, the cost to repair or replace shall be the sole responsibility of Landlord and no portion of such cost will be passed through to Tenant.

**10.2 Tenant's Obligations.**

A. Notwithstanding Landlord's obligation to keep the Premises in good

Initials: \_\_\_\_\_  
Landlord      Tenant

condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord as additional Rent for (i) that portion of the cost of any maintenance and repair of the Premises, or any equipment, (wherever located) that serves only Tenant or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear and (ii) for any other costs which are incurred in on or about the Premises because of Tenant's particular use or actions. Tenant shall be responsible for the cost of painting, replacing, repairing and/or maintaining wall coverings or any Premises improvements that are not ordinarily a part of the Premises or that are above then Project standards, including but not limited to all telephone or computer related wire or cabling. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant's responsibility hereunder.

B. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment.

### 10.3 Alterations and Additions.

A. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises, except for non-structural modifications, installation of trade fixtures (for purposes of this Lease, "trade fixtures" is defined as removable personal property that Tenant attaches to the Premises for business purposes), installations or repairs.

B. Any alterations, improvements, additions or utility installations in or about the Premises that Tenant shall desire to make or are required to be made by the city or other governing authority because of Tenant's use or alteration, improvement, addition or utility installation, shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements to the common areas of the Project all of which shall be borne by Tenant unless otherwise agreed to in writing. If Landlord shall give its consent to Tenant's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. In the event Tenant utilizes any common areas for any utility installations, including but not limited to, phones or telecommunications equipment, Tenant shall do so at its sole risk and shall provide its own security for such installations.

C. With the exception of trade fixtures, all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Tenant), which may be made to the Premises by Tenant, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, lighting and telephone or communication systems, conduit, wiring and outlets shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease

Initials: \_\_\_\_\_  
Landlord                      Tenant



Term.

10.4 **Utility Additions.** Landlord reserves the right to install new or additional utility facilities throughout the Project, at Landlord's sole cost and expense, for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

11. **LIENS.** Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered and shall keep the Premises free and clear of all mechanic and materialman liens in connection therewith.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effective by operation of law or otherwise without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any request for consent shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within ten (10) days of written request by Tenant.

13. **INSURANCE AND INDEMNITY.**

13.1 **Self-Insurance - Tenant.** The insurance requirements set forth under this Section 12 may be satisfied by a self-insurance program approved by the District's governing Board of Education. As of the execution of this Lease, the Tenant is self-insured.

13.2 **Liability Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Tenant, with Landlord as an additional insured, against all liability arising out of the use, occupancy or maintenance of the Premises.

13.3 **Liability Insurance - Landlord.** Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord, but not Tenant, against all liability arising out of the ownership, use, occupancy or maintenance of the Buildings and Project of which the Premises are a part.

13.4 **Property Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, replacement cost and fire and extended coverage insurance, with vandalism and malicious mischief, in an amount sufficient to

Initials: \_\_\_\_\_  
Landlord      Tenant

cover not less than the full replacement cost, as the same may exist from time to time, of Tenant's personal property, fixtures, equipment and tenant improvements.

**13.5 Property Insurance - Landlord.** Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building and Project improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, plate glass and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Building or Project. In addition, Landlord shall obtain and keep in force, during the Term of the Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant will not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. The policies required by Section 12.3 and 12.5 shall contain such deductibles as Landlord or its lender may require. If the Premises shall suffer an insured loss as defined in Section \_\_ hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit anything to be done which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Building over what it was immediately prior to the commencement of the Term if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy.

**13.6 Insurance Policies.** Subject to Section 12.1 above, Tenant shall deliver to Landlord copies of liability insurance policies required under this Section 12 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

**13.7 Waiver of Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this waiver.

**13.8 Indemnity.** Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Premises under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

Initials: \_\_\_\_\_  
Landlord                      Tenant

Landlord shall indemnify and hold harmless Tenant (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property arising from Landlord's ownership, management, use or operation of the Project, unless caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors relating to the Premises, Building or Project.

14. **SERVICES AND UTILITIES.** Landlord shall furnish to the Premises Monday through Friday, 6:30 a.m. to 6:30 p.m., during generally recognized business days, subject to the rules and regulations of the Project of which the Premises are a part in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises for general office purposes: (a) electricity for normal lighting; (b) the electricity for fractional horsepower office machines 24 hours per day, 365 days per year; and (c) heat and air conditioning. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the Project of which the Premises are a part.

15. **REAL PROPERTY TAXES.**

15.1 **Payment of Taxes.** Landlord shall pay the Real Property Tax, as defined in Section 14.3, applicable to the Project. The Tenant, as a public entity, is exempt from payment of Real Property Taxes and shall not be responsible for any Real Property Taxes with respect to Property. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business related matters associated with the disposition of the Property.

15.2 **Additional Improvements.** Tenant shall not be responsible for paying any increase in Real Property Tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of any other tenant.

16. **OPTION TO EXTEND TERM.** Provided that Tenant is not in default under this Lease at the time the option is exercised, Tenant shall have the option to extend the Lease Term (the "Option") for two (2) consecutive one (1) year periods (each, an "Option Period") commencing on the expiration of the initial Lease Term. Tenant shall provide Landlord not more than sixty (60) days written notice of its intent to exercise the Option. The Option shall apply to the entire Premises.

17. **LANDLORD'S ACCESS.**

17.1 Upon prior notice, Lessee shall make the premises available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed upon repairs, decorations, alterations or improvements or supply necessary or agreed upon service, or (b) inspect the premises as deemed necessary. In an emergency, Lessor,

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authorized agent or representative may enter the premises, at any time, without prior permission from Lessee. Church members or representatives may not walk through leased spaces during school hours without prior authorization and or notice. This is in order to comply with licensing regulations.

17.2 In the event that Landlord's entry onto the Premises may take place at a time or under circumstances that could result in contact with any under age pupils (younger than 18 years of age), Landlord's right to enter the Premises is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.2.

## 18. DAMAGE OR DESTRUCTION.

18.1 **Definitions.** The following Definitions "A" through "G" shall have the same meaning throughout the Lease as they do in this Section 17.

A. "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.

B. "Premises Project Partial Damage" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Project.

C. "Premises Project Total Destruction" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Project.

D. "Project" shall mean the site and all of the buildings located thereon.

E. "Project Total Destruction" shall mean if the Project buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Project buildings.

F. "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 12. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

G. "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenants, other than those installed by Landlord at Tenant's expense.

### 18.2 Premises Damage; Premises Project Partial Damage.

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any

Initials: \_\_\_\_\_  
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time during the Term of this Lease there is damage which is an Insured Loss and which falls into the classification of either Premises Damage or Premises Project Partial Damage, then Landlord shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or Tenant improvements originally paid for by Tenant) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

B. Uninsured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Project Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from making any substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

**18.3 Premises Project Total Destruction: Project Total Destruction.** Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i) Premises Project Total Destruction, or (ii) Project Total Destruction, then Landlord may at Landlord's option either (i) repair such damage or destruction as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or Tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

**18.4 Damage Near End of Term.**

A. If at any time during the last twelve (12) months of the Term of this Lease there is substantial damage to the Premises, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of the occurrence of such damage.

B. Notwithstanding Section 17.3, in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible and this

Initials: \_\_\_\_\_  
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Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

#### 18.5 **Abatement of Rent; Tenant's Remedies.**

A. In the event Landlord repairs or restores the Project or Premises pursuant to the provisions of this Section 17 and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Pro Rata Share of Excess Expenses) for the period during which such damage, repair or restoration continues shall be abated, provided (i) the damage was not the result of the negligence of Tenant, and (ii) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for said abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Landlord shall be obligated to repair or restore the Premises or the Project under the provisions of this Section 17 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

C. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

18.6 **Waiver.** Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

#### 19. **DEFAULT; REMEDIES.**

19.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the Rent is paid;

B. The failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder within ten (10) days of the due date;

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C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Section 18.1 (D) is contrary to any applicable law, such provision shall be of no force or effect; or

19.2 **Remedies.** In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default;

A. Terminate Tenant's right to possession of the Premises by a lawful means, in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such Rent loss for the same period that Tenant proves could be reasonably avoided; the leasing commission paid by Landlord to release the Premises and which is applicable to the unexpired Term of this Lease.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Premises are located. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due in accordance with Section 28 herein.

Initials: \_\_\_\_\_  
Landlord                      Tenant

**19.3 Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

**19.4 Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Project. Accordingly, if any installment of Base Rent due from Tenant shall not be received by Landlord or Landlord's designee by the tenth (10th) day of any month in which Rent is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

**20. ESTOPPEL CERTIFICATE.**

20.1. Each Party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other Party ("requesting party") execute, acknowledge and deliver to the requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

20.2. At the requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting Party, (ii) there are no uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

**21. PARKING.** Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

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22. **LANDLORD AND OWNER(S) LIABILITY.** Landlord's liability under this Lease is limited to its actual ownership interest in the Project. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed documents related thereto shall not constitute personal obligations of Landlord and its agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).

23. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

24. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.

25. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, or by personal delivery, and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the address below the signature of the respective Parties or to the Premises, if the notice is to Tenant, and no address is below Tenant's signature on the signature page of this Lease. However, any notice from Tenant whereby Tenant is exercising an Option, if any, or a notice describing a Landlord default must be sent via certified or registered mail, return receipt requested or by personal delivery with a written verification of receipt from the Property Manager or an officer of Landlord. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time designate either in writing or under Landlord's signature block on the signature page of this Lease.

26. **WAIVERS.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

27. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

29. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting

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assignment or subletting by Tenant and subject to the provisions of Section 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the Parties hereto shall be initiated in the county in which the Project is located.

30. **ATTORNEY'S FEES.** In the event that it becomes necessary for either party to initiate legal proceedings to enforce any provision of this Lease, each party shall bear its own litigation costs and expenses, including attorney's fees.

31. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

32. **CONSENTS.** Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed.

33. **QUIET POSSESSION.** Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

34. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

35. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other Tenants or occupants.

36. **PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

37. **AUTHORITY.** Tenant, and each individual executing this Lease on behalf of Tenant,

Initials: \_\_\_\_\_  
Landlord                  Tenant

represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

38. **CONFLICT.** Any conflict between this Lease and its Exhibit(s) or Addenda(s), if any, the Exhibit(s) or Addenda(s) shall control and prevail. In the event of a conflict between any typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

39. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

40. **MULTIPLE PARTIES.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

41. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease.

42. **ENVIRONMENTAL CONDITIONS.** Landlord shall be responsible for the environmental condition of the Premises and Project and all matters caused by the Landlord, its agents, employees, tenants (excluding Tenant), contractors, guests and invitees. Tenant shall be responsible only for its actions or work.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

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IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

**LANDLORD:**

ST, PETER EVANGELICAL LUTHERAN  
CHURCH  
a Nonprofit Organization

By: Rod Flippen

Its: Church Executive Counsel, Treasurer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**TENANT:**

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
a Community College District

By: Peter J. Hardash

Its: Vice Chancellor, Business Operations and  
Fiscal Services

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Initials: \_\_\_\_\_  
Landlord      Tenant

\*

**EXHIBIT "A"**

**“PREMISES”**

Use of 100% of the Fellowship Hall, 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; (cannot share during school hours)– 2 restrooms/hallway, 375 sq. ft.; (not during school hours)of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; (Total sq. ft. 4960), shared use of three refrigerators and one freezer; two outside storage sheds; plus two outside play areas; non-exclusive use of parking lot; occasional use of Memorial Room, Nursery Room, and small playground, subject to availability, with advance notice; all facilities located on St. Peter Lutheran Church property to be used for a State Pre-School Program for underprivileged children. Any additional charges for space, equipment and/or services shall be an additional cost beyond what is hereby agreed. Lessor retains first priority on use of all facilities (after school hours) but will provide Lessee with a **minimum of seven (7) days notice in writing** for any church entity or organization requiring use of any of the above mentioned facilities.

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**EXHIBIT “B”**

**FLOOR PLAN**

Floor Plan Showing Premises

Deemed to be approximately 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; shared use – 2 restrooms/hallway, 375 sq. ft.; shared use of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; Total sq. ft. 4960.

*[See attached ]*

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement with MHP, Inc. - On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for on-call structural engineering consultant services. The District requires on an as-needed basis, the assistance of a structural engineering consultant to respond quickly when there are immediate investigations that need to occur. The District's intent is to utilize the on-call structural engineer in emergency situations following earthquake events or when needed to assess health and safety conditions as it relates to structural conditions. The consultant will be responsible to undertake building assessments to develop and provide any relevant analyses, investigations, evaluations and recommendations for repair and remediation. If necessary, the consultant may be required to create plans and specifications to be submitted to appropriate agencies, including, but not limited to, the City of Santa Ana, City of Orange, and DSA. The District is in need of expanding and updating current on-call service providers due to the volume of structural investigations and engineering work currently requested by the colleges and on-going.

**ANALYSIS:**

A Request for Qualifications (RFQ) #1314-57 for on-call structural engineering services was released and advertised on May 20, 2014 with a due date of June 16, 2014. Eleven firms responded and a screening panel convened on September 15, 2014 and nine firms were deemed qualified for the short list: Engineering Alignment Systems, Inc. (Santa Ana); IDS Group, Inc. (Irvine); John A. Martin and Associates, Inc. (Los Angeles); MHP, Inc. (Long Beach); Rodriguez Engineering, Inc. (Orange); Saiful Bouquet Inc. (Orange); Simpson Gumpertz & Heger (Newport Beach); TTG Engineers (Anaheim) and VCA Engineers, Inc. (Irvine). MHP, Inc. is one of the firms on the District's pre-qualified list and continues to be a firm capable of responding in a timely fashion to District requests. The District's current agreement with MHP, Inc. for on-call structural engineering consultant services expires on June 30, 2018 and the District desires to enter into a new agreement to continue projects in progress or about to begin due to the recent increase in Santa Ana College requests.

The services covered by this agreement shall commence June 26, 2018 and end June 30, 2021. The contract is a total not-to-exceed fee of \$150,000.00, including \$5,000 in reimbursable expenses. 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 MHP, Inc. - On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide as presented.

Fiscal Impact:	\$150,000 (includes reimbursables)	Board Date: June 25, 2018
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: 6/25/18**

Project: On-Call Structural Engineer

Site: **District-Wide**

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Consultants: **MHP, Inc.**

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Type of Service: Structural Engineering Services

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Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$145,000.00	\$5,000.00	6/26/2018	6/30/2021
<b>Total Agreement Amount</b>	<b>\$150,000.00</b>			

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**AGREEMENT NO: 0289.00/ DESCRIPTION:**

This agreement #0289.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$150,000.00**

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**Contract End Date:** **6/30/2021**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. - Professional Design Services for ADA Upgrades to the District Office	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for an extension of time and additional architectural services. On February 22, 2016 the Board of Trustees approved an agreement with Lentz Morrissey Architects, Inc. for architectural services for the Americans with Disabilities Act (ADA) upgrades project at the District Office to address scope of work associated with accessibility improvements – to see original agreement, please [click here](#). The scope of work includes a new accessible ramp at the front entrance, new accessible parking spaces, corrections to deficient handrails, path of travel improvements from the sidewalk and parking lot areas around the building, and the reconfiguration of parking spaces.

The District requires additional design services to create a phasing plan for construction to create separate work areas so that the parking lot areas will not all be impacted concurrently. The phasing plans are needed to assist the District with the bidding phase. The Architect's construction administration services will be extended to align with the phasing of the construction to provide further assistance across multiple phases of work.

**ANALYSIS:**

The amendment is to increase the contract by \$15,400 including \$2,000 in reimbursable expenses, as well as an extension of time to the contract. The services covered by this agreement commenced on February 23, 2016 and the new end date has been extended from June 30, 2018 to December 31, 2019. The revised total contract is a not-to-exceed fee in the amount of \$60,050.

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

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Lentz Morrissey Architects, Inc. - Professional Design Services for ADA Upgrades to the District Office as presented.

Fiscal Impact:	\$15,400 (includes reimbursables)	Board Date: June 25, 2018
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: 6/25/18**

Project: ADA Upgrades

Site: **District Office**

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

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Type of Service: Professional Design Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$31,800.00	\$1,000.00	2/23/2016		9/30/2016
Amendment #1	\$3,500.00	N/A			6/30/2017
Amendment #2	\$8,350.00	N/A			6/30/2018
Amendment #3	\$13,400.00	\$2,000.00			12/31/2019
<b>Total Agreement Amount</b>	<b>\$60,050.00</b>				

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**AGREEMENT NO: 0177.000/ DESCRIPTION:**

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Amendment #3 for additional design services and extension of time.

This agreement #0177.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$15,400.00**

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**Contract End Date:** **12/31/2019**

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**THIRD AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **26th** day of **June** in the year **2018**, between **LENTZ MORRISSEY ARCHITECTURE**, 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. 0177.00 entered into on February 22, 2016, amended on September 12, 2016 and June 12, 2017, to provide Architectural Services for the ADA Upgrades Project at the District Office. Please amend the AGREEMENT to include the following:
  - 1. By adding scope, as detailed per the attached Exhibit A;
  - 2. By increasing the AGREEMENT amount by FIFTEEN THOUSAND FOUR HUNDRED DOLLARS ONLY (\$15,400) from FORTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS AND NO/100 (\$44,650) for a total AGREEMENT amount of SIXTY THOUSAND FIFTY DOLLARS AND NO/100 (\$60,050); and
  - 3. By extending the contract completion date from June 30, 2018 to be through December 31, 2019.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0177.00, effective February 23, 2016, shall remain in full force and effect.

**LENTZ MORRISSEY ARCHITECTURE**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. 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

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing

**EXHIBIT “A”**

**Scope of Services:**

**TASK 1 CONSTRUCTION BID DOCUMENTS**

- 1.1 Prepare detailed Architectural and Engineering Bid Drawings showing Phasing and staging areas.
- 1.2 Assist with project time line development.
- 1.3 Prepare detailed Architectural and Engineering Bid Drawings delineating portions of the drawings which apply to each phase.
- 1.4 Adjust southwest parking stalls, detail speed hump, detail edge of platform curb.

**TASK 2 CONSTRUCTION ADMINISTRATION PHASES 1-3**

- 2.1 Issue addenda as needed.
- 2.2 Document Contractor progress throughout multiple phases.
- 2.3 Conduct multiple site visits throughout all phases.
- 2.4 Issue Field Directives as needed throughout all phases
- 2.5 Assist in modifying phasing throughout the project.
- 2.6 Negotiate Change Orders as required.
- 2.7 Develop Punch List for each phase.

**TASK 3 CLOSEOUT**

- 3.1 Closeout per DSA requirements and RSCCD Contract.

**Fee/Compensation:**

Task 1 – Construction Bid Documents	\$3,300
Task 2 – Construction Administration Phases 1-3	\$7,600
Task 3 – Closeout	\$2,500
Reimbursables	\$2,000
<b>Total Amendment</b>	<b>\$15,400</b>

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Five Year Construction Plan (2020-2024) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

Education Code Sections 81820-81823 require the governing board of each community college district to annually prepare and submit to the Facilities Planning and Utilization Unit of the State Chancellor's Office (FPU) a Five Year Construction Plan. California Code of Regulations, Title 5, Section 57014 requires districts to receive approval from the FPU of their Five Year Construction Plan prior to receiving state funding for projects. All potential projects (in excess of \$400,000) are to be included in the Five Year Construction Plan, regardless of funding source (i.e. state funding, special grants, district resources, local bonds, etc.). Districts are also required to complete district and campus master plans before preparing their Five Year Plan.

The District's Five Year Construction Plan must be submitted to the FPU by August 1, 2018. The capital plan is an annual summary of current and proposed capital outlay projects. The plan outlines for the State Chancellor's Office district priorities and enables their office to make informed decisions and recommendations regarding priority projects for state funding. The projects outlined in the Five Year Construction Plan are consistent with the College's facility master plans and include proposed projects that could be eligible for state funding, which allows the District to be prepared to compete in the state funding process should funds become available in the future for qualified projects.

To see the entire Five Year Construction Plan, please [click here](#).

**ANALYSIS:**

The Five Year Construction Plan includes a list of prioritized projects that the District is seeking applications for state funding as well as identified locally funded projects. Each year, this list is updated for planning purposes and code compliance in alignment with the State Chancellor's Office planning requirements. A summary is attached showing the projects outlined in the Five Year Construction Plan. The District is resubmitting initial project proposals (IPPs) to be considered for state funding in its Five Year Construction Plan 2020-2024, which is one of the first steps in the state process to become eligible for state facility project funding.

The District and the Colleges have worked with planning consultants and facilities staff to update the College’s State proposed projects as needed. The plan includes 2021-2022 State (IPPs) as follows:

2021-2022 Initial Project Proposals (IPPs):

1. Santiago Canyon College – Student Services & Student Life Building Phase 1 – *New*
2. Santa Ana College – Learning Commons (Library Replacement) – *Same as last year*
3. Santa Ana College – Visual and Performing Arts Center – *Same as last year*
4. Santa Ana College – Vocational Technology Center – *Same as last year*

There are no requests for final project proposals (FPPs) for this year’s update as the District is only submitting IPPs.

This year, the one change made to the plan was the Santiago Canyon College Student Services & Student Life Building was split into two building phases. The first phase is a state funded building project (IPP noted above) that encompasses all state supported student service programs while the phase 2 building includes non-state supported programs and would be a locally funded project. This revision of splitting the buildings into a Phase 1 (state funded) and Phase 2 (local funded) building approach achieved a higher score for the IPP and the building is now able to accommodate all the required program square footages requested by the College.

There are no changes to the Santa Ana College IPPs project descriptions, programs identified or square footage of these buildings from the IPPs submitted last year. The Learning Commons (Library Replacement) project is still the priority project out of the three IPPs noted for Santa Ana College.

Prior to submission to the State Chancellor’s Office, all four IPPs and the annual Five Year Construction Plan covering the new period of 2020-2024 requires approval by the Board of Trustees.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Five Year Construction Plan (2020-2024) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	Varies with each project	Board Date: June 25, 2018
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	



# 2018 Summary of RSCCD Projects

Project	Campus	Year of Occupancy	Total Estimated Budget	State Contribution	District Funded	Status
Central Plant & Infrastructure	SAC	17/18	\$51,685,087	Locally funded	\$51,685,087	Completed
Science Center	SAC	19/20	\$73,380,000	Locally funded	\$73,380,000	In Construction
Johnson Student Center	SAC	20/21	\$49,633,364	Locally funded	\$49,633,364	In DSA
Russell Hall Replacement (Health Sciences Building)	SAC	21/22	\$40,948,000 *	\$20,729,000	\$20,219,000	FPP – Approved In Design Development Phase
OEC Renovation	SCC	22/23	\$34,667,295	Locally funded	\$34,667,295	In Planning Phase
Student Services & Student Life Building Phase I	SCC	25/26	\$37,234,000 *	\$16,483,000	\$20,751,000	IPP Submitted in 2017, Pending Resubmittal in 2018, In Planning Phase
Learning Commons (Library)	SAC	25/26	\$59,842,000 *	\$28,451,000	\$31,391,000	IPP Submitted in 2017, Pending Resubmittal in 2018, In Planning Phase
Visual & Performing Arts Center	SAC	25/26	\$34,343,000 *	\$17,250,000	\$17,093,000	IPP Submitted in 2017, Pending Resubmittal in 2018, In Planning Phase
Vocational Technology Center	SAC	25/26	\$40,317,000 *	\$20,211,000	\$20,106,000	IPP Submitted in 2017, Pending Resubmittal in 2018, In Planning Phase
Parking Structure	SAC	25/26	\$20,841,975	Locally funded	\$20,841,975	In Planning Phase

4.6 (3)

\*These totals reflect un-escalated costs by the State, as submitted in the application, and may be subject to future cost updates.

# 2018 Summary of RSCCD Projects

Project	Campus	Year of Occupancy	Total Estimated Budget	State Contribution	District Funded	Status
Central Plant & Infrastructure	SCC	25/26	\$64,600,000	Locally funded	\$64,600,000	In Planning Phase
Student Services & Student Life Building Phase 2	SCC	26/27	\$17,808,000	Locally funded	\$17,808,000	In Planning Phase
Secondary Effects – Modernization of Building E	SCC	26/27	\$6,685,000	Locally funded	\$6,685,000	In Planning Phase
Secondary Effects – Modernization of Building D	SCC	26/27	\$3,353,000 *	\$1,705,000	\$1,648,000	In Planning Phase
Secondary Effects – Conversion of Science Lab	SCC	26/27	Under Development	Under Development	Under Development	In Planning Phase
Secondary Effects – Modernization of LRC	SCC	27/28	Under Development	Under Development	Under Development	In Planning Phase
Secondary Effects – Building A	SAC	27/28	Under Development	Under Development	Under Development	In Planning Phase
Secondary Effects – Dunlap Hall	SAC	27/28	Under Development	Under Development	Under Development	In Planning Phase
Fine & Performing Arts	SCC	28/29	\$48,081,000 *	Locally funded	\$48,081,000 *	In Planning Phase

4.6 (4)

\*These totals reflect un-escalated costs by the State, as submitted in the application, and may be subject to future cost updates.

No.	Project	Occupancy		Source	Schedule of Funds								
		ASF	Total Cost		2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025		
1	JOHNSON STUDENT CENTER -10,065	2020/2021	\$49,633,364	NonState	Santa Ana College (C)(E) \$44,268,928								
2	SCIENCE CENTER 17,466	2019/2020	\$73,380,000	NonState	Santa Ana College (E) \$6,662,000								
3	OEC RENOVATION	2022/2023	\$34,667,295	NonState	Orange Education Center (W) \$1,400,000			(C)(E) \$32,385,600					
4	RUSSELL HALL REPLACEMENT -10,891	2021/2022	\$20,729,000 \$20,219,000	State NonState	Santa Ana College (W) \$551,000	(C)(E) \$19,192,000 \$18,683,000							
5	STUDENT SERVICES AND STUDENT LIF 11,531	2025/2026	\$16,483,000 \$20,751,000	State NonState	Santiago Canyon College			(P)(W) \$1,425,000	(C)(E) \$15,058,000				
6	LEARNING COMMONS 18,931	2025/2026	\$28,451,000 \$31,391,000	State NonState	Santa Ana College			(P)(W) \$2,020,000	(C)(E) \$26,431,000				
7	VISUAL AND PERFORMING ARTS CENT 1,791	2025/2026	\$17,250,000 \$17,093,000	State NonState	Santa Ana College			(P)(W) \$1,329,000	(C)(E) \$15,921,000				
8	VOCATIONAL TECHNOLOGY CENTER 6,144	2025/2026	\$20,211,000 \$20,106,000	State NonState	Santa Ana College			(P)(W) \$1,500,000	(C)(E) \$18,711,000				
9	PARKING STRUCTURE	2025/2026	\$20,841,975	NonState	Santa Ana College				(P) \$838,700	(W) \$945,775	(C) \$19,057,500		
10	SECONDARY EFFECTS - MODERNIZATI -783	2026/2027	\$1,705,000 \$1,648,000	State NonState	Santiago Canyon College				(P) \$89,000	(W) \$102,000			
11	SECONDARY EFFECTS - MODERNIZATI 736	2026/2027	\$6,685,000	NonState	Santiago Canyon College			(P) \$331,000	(W) \$413,000	(C) \$5,786,000	(E) \$155,000		
12	CENTRAL PLANT AND INFRASTRUCTU	2025/2026	\$64,600,000	NonState	Santiago Canyon College				(P) \$2,100,000	(W) \$2,500,000	(C) \$60,000,000		

No.	Project	Occupancy	Source	Schedule of Funds						
				2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
13	FINE AND PERFORMING ARTS CENTER 5,086	2028/2029 \$48,081,000	NonState						(P) \$2,084,000	(W) \$1,313,000
14	STUDENT SERVICES AND STUDENT LIF 14,956	2026/2027 \$17,808,000	NonState						(P) \$374,000	(W) \$772,000
15	SECONDARY EFFECTS - MODERNIZATI -95	2027/2028								
16	SECONDARY EFFECTS - CONVERSION -2,195	2026/2027								
17	SECONDARY EFFECTS - BUILDING A 6,575	2027/2028								
18	SECONDARY EFFECTS DUNLAP HALL 4,671	2027/2028								

District: Rancho Santiago Community College District  
 College / Center: Santiago Canyon College  
 Project Name: STUDENT SERVICES AND STUDENT LIFE BUILDING PHASE 1  
 Project Type: New Construction

**Project Funding**

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2021
Prelim. Plans:	\$676,000	\$802,000	Const. Cost Index: 6596
Working Draw. :	\$749,000	\$907,000	5 yr. Plan Priority: 5
Construction:	\$14,378,000	\$18,062,000	Net ASF: 11,531
Equipment:	\$680,000	\$980,000	Total GSF: 53,000
	<hr/>	<hr/>	
<b>Total Cost:</b>	<b>\$16,483,000</b>	<b>\$20,751,000</b>	
	<b>\$37,234,000</b>		

**Project Description:** Santiago Canyon College’s student services programs are scattered throughout campus making it difficult for students to cohesively access the programs to ensure student success and accountability. This Category E project constructs a new 53,000 gross square feet (gsf) building for the consolidation of the college’s student services programs. The new 34,928 assignable square feet (asf) facility plans for 23,258 asf office, 5,245 asf library, and 6,425 asf other (meeting rooms, and testing/assessment center) spaces. The building will be physically connected to Phase 2 (locally funded project) when Phase 2 is constructed in the future. The proposed building’s associated site development and utilities are also a part of the project scope. The project includes vacating numerous spaces in Buildings A, B, D and E, which will facilitate the demolition of Buildings A and B. Specifically: vacating 9,023 ASF from Building A (student groups such as Veterans, CAMP, TRIO, International Students); vacating 1,566 ASF from Building B (removing excess classrooms), vacating 4,526 ASF from Building D (Counselling and Transfer Center); vacating 8,282 ASF from Building E (Admissions and Records, Financial Aid, DSPS, EOPS/CalWorks, and Student Assessment Center). Two larger secondary effects projects and two smaller secondary effects projects will move the balance of Building A and Building B occupants into the spaces vacated by this project in Buildings D, E and small components into Science Center and Learning Resource Center. Those projects will allow for the demolition of Buildings A and B.

**Describe how this project supports the district’s educational and facility Master Plan and Five-Year Construction Plan:**

This project supports Santiago Canyon College’s 2010 Educational and the 2011 Facilities Master Plan which recommends the replacement of these aging facilities in order to address the infrastructure and code deficiencies and support the instructional programs that are housed there.

**Provide the CEQA Status of the project. Check all that apply.**

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Type of Project and Qualifying Information:**

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Life Safety Project</b> - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Project Design</b> - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Infrastructure</b> Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Loss or failure of infrastructure is imminent.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Master Planning or Project Planning</b> - District's general fund's ending balance is less than 5% of the total general fund
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Instructional Space</b> Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center <input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Academic Support, Student Services or Adminstrative Space</b> Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input checked="" type="checkbox"/> Lib/Learning Center <input checked="" type="checkbox"/> Office <input type="checkbox"/> AVTV <input checked="" type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Other Facility Projects</b> Check type of space: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Alteration Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts <input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria <input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project. <b>Supplemental Information and Alternatives Explored</b>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other: The District will supply a 50% local contribution for this project and 100% contribution to non-State supportable components.
			- Total construction period in number of Months: <input type="text" value="23"/>

Yes No N/A

**Additional Forms/Pages enclosed:**

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact:  Phone No. :  -  -

Date: 6/1/2018 FAX No. :  -  -

Prepared by: Suniya Malhotra E-mail Address: [smalhotra@steinberghart.com](mailto:smalhotra@steinberghart.com)

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

---

Name / Title
Signature / Date

District: Rancho Santiago Community College District  
 College / Center: Santa Ana College  
 Project Name: VOCATIONAL TECHNOLOGY CENTER  
 Project Type: New Construction

**Project Funding**

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2021
Prelim. Plans:	\$692,000	\$692,000	Const. Cost Index: 6596
Working Draw. :	\$808,000	\$808,000	5 yr. Plan Priority: 8
Construction:	\$18,711,000	\$17,684,000	Net ASF: 6,144
Equipment:	\$0	\$922,000	Total GSF: 78,000
	<hr/>	<hr/>	
<b>Total Cost:</b>	<b>\$20,211,000</b>	<b>\$20,106,000</b>	
	<b>\$40,317,000</b>		

**Project Description:** The current diesel technology, automotive technology, manufacturing, and industrial technology programs are housed in 1950's era facilities with inadequate space and are spread throughout the campus. This prevents interdisciplinary collaboration and natural synergies that occur within these areas. In addition, outdated building systems and aged infrastructure do not support the current program needs. This project will consolidate and expand the vocational programs (the aforementioned programs as well as fashion, nutrition and fire technology) and provide state of the art facilities for students to learn in. As part of this project the Auto Diesel (Bldg 18), Diesel (Bldg 19), Technical Building (Bldg 24) and Hammond Hall (Bldg 9) will be demolished.

**Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:**

The 2013 Facilities Master Plan supports teaching and educational goals along with standards of the District. The Facilities Master Plan lists replacement of the oldest facilities on campus as a priority. The Auto Diesel Building, Diesel Building, Technical Building and Hammond Hall meet this criteria.

**Provide the CEQA Status of the project. Check all that apply.**

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**Type of Project and Qualifying Information:**

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Life Safety Project</b> - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Project Design</b> - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Infrastructure</b>
			Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Loss or failure of infrastructure is imminent.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Master Planning or Project Planning</b> - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Instructional Space</b>
			Check type of space: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Academic Support, Student Services or Adminstrative Space</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Other Facility Projects</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			<input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project.
			<b>Supplemental Information and Alternatives Explored</b>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other: The District intends to pay for 50% of the State supportable costs for this project.
			- Total construction period in number of Months: <input type="text" value="24"/>

Yes No N/A

**Additional Forms/Pages enclosed:**

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact:  Phone No. : --  
 Date: 6/1/2018 FAX No. : --  
 Prepared by: Eric Mittlestead E-mail Address: fpacs2004@aol.com

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

---

Name / Title
Signature / Date

District: Rancho Santiago Community College District  
 College / Center: Santa Ana College  
 Project Name: LEARNING COMMONS  
 Project Type: New Construction

**Project Funding**

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2021
Prelim. Plans:	\$928,000	\$928,000	Const. Cost Index: 6596
Working Draw. :	\$1,092,000	\$1,092,000	5 yr. Plan Priority: 6
Construction:	\$26,431,000	\$23,625,000	Net ASF: 18,931
Equipment:	\$0	\$5,746,000	Total GSF: 94,000
	\$28,451,000	\$31,391,000	
<b>Total Cost:</b>	<b>\$59,842,000</b>		

**Project Description:** The current Library at Santa Ana College is too small which causes constant overcrowding and long waits for students doing research in the electronic computer area. Although there was a minor renovation in 1994, the facility has never had major modifications, so mechanical and electrical systems have outlived their usefulness. The current facility was constructed before the computer was invented, which has caused major issues to get data and electrical infrastructure installed throughout the building. In addition, this added heat load has overtaxed the HVAC system. This project will demolish the existing 57 year old undersized facility and construct a real "Learning Commons" with combined library and tutorial services in a central location to improve student's access to support services which will lead to increased student success. The Academic Computing Center located in Cesar Chavez (#1) and the Humanities Tutoring located in Dunlap Hall (#30) will also be relocated here for increased access and operational efficiencies.

**Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:**

The 2013 Facilities Master Plan supports teaching and educational goals along with standards of the District. The Facilities Master Plan lists replacement of the oldest facilities on campus as a priority. The existing Library Building meets this criteria.

**Provide the CEQA Status of the project. Check all that apply.**

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Type of Project and Qualifying Information:**

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Life Safety Project</b> - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Project Design</b> - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Infrastructure</b>
			Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Loss or failure of infrastructure is imminent.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Master Planning or Project Planning</b> - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Instructional Space</b>
			Check type of space: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input checked="" type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Academic Support, Student Services or Adminstrative Space</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Other Facility Projects</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			<input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project.
			<b>Supplemental Information and Alternatives Explored</b>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other:
			- Total construction period in number of Months: <input type="text" value="24"/>

Yes No N/A

**Additional Forms/Pages enclosed:**

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact:  Phone No. : --  
 Date: 6/1/2018 FAX No. : --  
 Prepared by: Eric Mittlestead E-mail Address: fpacs2004@aol.com

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

---

Name / Title
Signature / Date

District: Rancho Santiago Community College District  
 College / Center: Santa Ana College  
 Project Name: VISUAL AND PERFORMING ARTS CENTER  
 Project Type: New Construction, Reconstruction

**Project Funding**

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2021
Prelim. Plans:	\$627,000	\$627,000	Const. Cost Index: 6596
Working Draw. :	\$702,000	\$702,000	5 yr. Plan Priority: 7
Construction:	\$15,921,000	\$15,298,000	Net ASF: 1,791
Equipment:	\$0	\$466,000	Total GSF: 52,685
	<hr/>	<hr/>	
<b>Total Cost:</b>	<b>\$17,250,000</b>	<b>\$17,093,000</b>	
	<b>\$34,343,000</b>		

**Project Description:** Phillips Hall (#14), Music Building (#25) and Art Building (#29) are aging facilities that are beyond their useful lives, no longer support the instructional programs that are housed in this complex and are in need of replacement. This project involves the replacement of 37,114 ASF that is currently housed in the building complex that was constructed in 1955, 1970 and 1972. FACILITIES PROBLEMS INCLUDE: - Inefficient configuration of labs, services and support spaces are not adequate to support instruction. - There is insufficient technology infrastructure throughout the building to support current instructional methods. The existing projectors are used for transparencies; there are no capabilities for powerpoint presentations or internet access. - Current instructional programs are not adequately supported by old and failing mechanical, electrical and plumbing systems, including: insufficient electrical capacity; inoperable ventilation, cooling and heating systems. - Hazardous material, including asbestos, is present in the building. - The instructional spaces within the complex do not comply with current ADA requirements for access for students and instructors with disabilities. - The restroom capacity in the existing building does not meet current codes. PROPOSED PROJECT: - Replace space in Phillips Hall (# 14), Music Building (#25) and Art Building (#29) to adequately serve instructional and support functions. - Replace mechanical, electrical and plumbing systems to meet current codes and to exceed Title 24 Energy Codes by at least 15%. - Construct new building to meet current code requirements for structural, ADA, fire and life safety.

**Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:**

This project supports Santa Ana College's 2010 Educational and 2013 Facilities Master Plan which recommends the replacement of these aging facilities in order to address the infrastructure and code deficiencies and support the instructional programs that are housed there.

**Provide the CEQA Status of the project. Check all that apply.**

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Type of Project and Qualifying Information:**

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Life Safety Project</b> - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Project Design</b> - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Infrastructure</b>
			Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Loss or failure of infrastructure is imminent.
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<b>Master Planning or Project Planning</b> - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<b>Instructional Space</b>
			Check type of space: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Academic Support, Student Services or Adminstrative Space</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<b>Other Facility Projects</b>
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			<input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project.
			<b>Supplemental Information and Alternatives Explored</b>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other: The District intends to provide a local contribution of 50%.
			- Total construction period in number of Months: <input type="text" value="24"/>

Yes No N/A

**Additional Forms/Pages enclosed:**

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact:  Phone No. : --  
 Date: 6/1/2018 FAX No. : --  
 Prepared by: Eric Mittlestead E-mail Address: fpacs2004@aol.com

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

---

Name / Title
Signature / Date



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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement with Architecture 9 PLLLP - Architectural Design Services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for architectural design services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College. The renovation of room A-214 in the Chavez Building is to accommodate R-107 offices (Human Services and Technology Division Services) being relocated from Russell Hall due to its demolition following the construction of the new Health Sciences building. The college is in need of design plans and specifications for the renovation of classroom A-214. The design will reconfigure the existing classroom floor plan and provide two new office spaces and separate spaces for five work stations, a work room, waiting room and reception area. The scope of work includes installation of new partition walls, mechanical/air conditioning changes, electrical, lighting, data, and reflective ceiling plan changes. The program class that currently utilizes A-214 will be relocated to the new Science Center engineering lab, allowing for the conversion of this room for office use.

**ANALYSIS:**

A Request for Proposal (RFP) #1718-213 for architectural design services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College was solicited on May 15, 2018 to six prequalified architects with a due date of May 30, 2018. The District received two proposals including Architecture 9 PLLLP (Rancho Cucamonga) and SVA Architects (Santa Ana). A screening panel convened on May 31, 2018 to review the proposals. The selection panel recommends Architecture 9 PLLLP by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project and fee. The selection was also based on consideration of the project schedule, familiarity with the scope of work and familiarity with the campus. It is recommended that the District enter into an agreement with Architecture 9 PLLLP for architectural design services for the Russell Hall Replacement (Secondary Effect A-214) project at Santa Ana College.

The services covered by this agreement shall commence June 26, 2018 and end June 30, 2020. The contract is a total not-to-exceed fee of \$27,200. 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 Architecture 9 PLLLP - Architectural Design Services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College as presented.

Fiscal Impact:	\$27,200	Board Date: June 25, 2018
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: 6/25/18**

Project: Russell Hall Replacement (Secondary Effect A-214)

Site: **Santa Ana College**

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**Consultants: Architecture 9 PLLP**

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Type of Service: Architectural Design Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$27,200.00		6/26/2018		6/30/2020
<b>Total Agreement Amount</b>	<b>\$27,200.00</b>				

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**AGREEMENT NO: 0290.00/ DESCRIPTION:**

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This agreement #0290.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$27,200.00**

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**Contract End Date:** **6/30/2020**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Amendment to Agreement with Bernards - Construction Management Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to clarify language in the original agreement regarding annual hourly rate increases. On July 17, 2017, the Board of Trustees approved an agreement with Bernards to provide construction management services for the Science Center at Santa Ana College. Per the original agreement, the hourly rates increase each July 1<sup>st</sup> throughout the remainder of the agreement duration and the agreement needs to reflect those annual changes to rates. The rates noted in the amendment now reflect the annual rate change, but this does not constitute any additional fee increase to the agreement. This amendment is for contract clarification purposes to align the annual rates with the agreed upon terms. To see the original agreement, please [click here](#).

**ANALYSIS:**

There are no additional costs to the total agreement for this amendment. The original agreement amount remains at \$2,147,283. The contract duration for this agreement remains from July 18, 2017 through December 31, 2020.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Bernards - Construction Management Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: June 25, 2018
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: 6/25/18**

Project: Science Center

Site: **Santa Ana College**

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Consultants: **Bernards**

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Type of Service: Construction Management Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$1,983,283.00	\$164,000.00	7/18/2017		12/31/2020
Amendment #1		N/A			
<b>Total Agreement Amount</b>	<b>\$2,147,283.00</b>				

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**AGREEMENT NO. 0233.00/DESCRIPTION:**

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Amendment #1 for revised hourly rates only.

This agreement #0233.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

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**Contract End Date:**

**12/31/2020**

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**FIRST AMENDMENT TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **26th** day of **JUNE** in the year **2018**, between **BERNARDS BROS. 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. 0233.00 entered into on July 17, 2017 to provide construction management services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
  - 1. By amending the hourly rates per Exhibit “A”.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0233.00, effective July 17, 2017, shall remain in full force and effect.

**BERNARDS BROS. INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. 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  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT “A”**

The hourly rates shall be updated as follows:

<b>Position</b>	<b>Name of Personnel</b>	<b>Hourly Rate</b> <i>(7/1/17 – 6/30/18)</i>	<b>Hourly Rate</b> <i>(7/1/18 – 6/30/19)</i>	<b>Hourly Rate</b> <i>(7/1/19 – 6/30/20)</i>	<b>Hourly Rate</b> <i>(7/1/20 – 6/30/21)</i>
Project Executive	Carl Magness	\$185	\$192	\$200	\$208
Senior Project Manager	Rudy Delgadillo	\$154	\$160	\$167	\$173
Project Engineer	Robert Pfeiffer	\$87	\$90	\$94	\$98
Project Scheduler/ Planner		\$172	\$179	\$186	\$193

*These rate changes do not constitute any additional fee for the project, as these were already included in the original fixed fee proposal. This is for clarification purposes only.*

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Reject all Bids for Bid #1348 – Barrier Removal Parking Lot 9 at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a recommendation for the rejection of Bid #1348 for Barrier Removal Parking Lot 9 at Santa Ana College. The Parking Lot 9 project consists of repairing the existing parking lot where the Science Center contractor is currently staged with trailers and construction equipment for multiple projects in construction. The repairs are needed to restore accessible parking stalls, path of travel, fire lane access, and to create the new staging location for contractors associated with Johnson Student Center as the lot will continue to have a staging area for multiple projects. The sidewalk leading to the softball field main entry and between the parking lot and the fields will be replaced. Additionally, accessible parking stalls will be provided near the main entry to the field. The project scope of work has received Division of the State Architect (DSA) approval.

**ANALYSIS:**

In accordance with the Public Contract Code §20651, Bid #1348 for Barrier Removal Parking Lot 9 at Santa Ana College was advertised in the Orange County Register on May 9, 2018 and May 13, 2018. Additionally, a Notice Calling for Bids was sent to 100 contractors from the District's qualified contractors list on May 9, 2018.

A mandatory job walk was conducted on May 15, 2018 and there were seven attendees. Bids were opened on May 22, 2018, as noted on the attached bid summary. The District received two bids for the project. The District received a protest letter from Patriot Contracting & Engineering, Incorporated. The bid documents and the protest letter were reviewed by the District and Legal Counsel, Kimble Cook with Orbach, Huff Suarez & Henderson LLP.

The District recommends rejection of all bids at this time. The bids exceed the estimated costs and an alternative plan and scope of work is being evaluated. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time.



**RECOMMENDATION:**

It is recommended that the Board of Trustees reject all bids for Bid #1348 - Barrier Removal Parking Lot 9 at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: June 25, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

**BID SUMMARY**

**BID #1348**

**PROJECT:** Barrier Removal Parking Lot 9 at Santa Ana College

**TIME: 2:00 P.M.**

**DATE: May 22, 2018**

**REJECT ALL BIDS**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Golden Gate Steel, Incorporated dba Golden Gate Construction  
14775 Carmenita Road  
Norwalk, CA 90650

\$425,840

Patriot Contracting and Engineering, Incorporated  
22601 La Palma Avenue #100  
Yorba Linda, CA 92887

\$495,700

**2 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Amendment to Agreement with Smith-Emery Laboratories - Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional materials testing and inspection consulting services and to extend time. On September 28, 2015 the Board of Trustees approved an agreement with Smith-Emery Laboratories for materials testing and inspection consulting services for the Central Plant, Infrastructure and Mechanical Upgrades project. Materials testing and inspection services are required during the course of construction and are a DSA requirement for this project. The Notice of Completion for this project was approved by the Board of Trustees on June 11, 2018. The materials testing and special inspection consulting services agreement needs to be amended for time and additional services to correlate with the construction contract substantial completion time, additional testing that was needed during the course of construction (concrete and structural steel inspections), to provide adequate time for Division of State Architect (DSA) certification activities, and to complete required project close-out documents. To see original agreement, please [click here](#).

**ANALYSIS:**

The additional services covered by this amendment is a fixed fee in the amount of \$34,282.10, as well an extension of time to the contract. The services covered by this agreement commenced on September 29, 2015 and the new end date has been revised from June 30, 2018 to July 31, 2018. The revised total contract is a not-to-exceed fee in the amount of \$463,933.10.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Smith-Emery Laboratories - Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	\$34,282.10	Board Date: June 25, 2018
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 6/25/18**

Project: Central Plant, Infrastructure and Mechanical Upgrades    Site: **Santa Ana College**

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Consultants: **Smith-Emery Laboratories**

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Type of Service: Materials Testing & Inspection Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$429,651.00	N/A	9/29/2015		3/31/2018
Amendment #1		N/A			6/30/2018
Amendment #2	\$34,282.10				7/31/2018
<b>Total Agreement Amount</b>	<b>\$463,933.10</b>				

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**AGREEMENT NO: 0147.00/ DESCRIPTION:**

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Amendment #2 for additional materials testing & inspection services and extension of time.

The agreement #0147.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$34,282.10**

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**Contract End Date:** **7/31/2018**

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**SECOND AMENDMENT TO AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **26th** day of **June** in the year **2018**, between **SMITH-EMERY LABORATORIES** 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 #0147.00 entered into on September 28, 2015 and amended on March 26, 2018 to provide Special Inspection and Material Testing Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College for the Rancho Santiago Community College District. Please amend the AGREEMENT to include the following:
  - 1. By adding scope, as detailed per the attached Exhibit A;
  - 2. By increasing the AGREEMENT amount by THIRTY FOUR THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS AND TEN/100 (\$34,282.10) from FOUR HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS (\$429,651), for a total AGREEMENT amount of FOUR HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND 10/100 (\$463,933.10); and
  - 3. By extending the contract completion date from June 30, 2018 to be through July 31, 2018.
- B. Except as amended herein, the terms and conditions of AGREEMENT 0147.00 effective September 29, 2015, shall remain in full force and effect.

**SMITH-EMERY LABORATORIES**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

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

Title \_\_\_\_\_

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  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT "A"**

Additional Compensation:

This is an amendment for a fixed fee in the amount of \$34,282.10 to cover costs associated with additional testing and inspection services.

The additional fees cover the following services:

- Additional continuous structural steel field inspections and structural steel shop inspections, due to weekend work in order to maintain the construction schedule;
- The quantity of concrete batch inspections increased due to contractor scheduling and the pouring of concrete in smaller segments/batches;
- Additional equipment was brought in to core the masonry block work and then test the cores as requested by Division of State Architect (DSA). This occurred at the Central Plant building, new electrical building and the trellis structure in the Quad.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement with TLC Auctions	
Action:	Request for Approval	

**BACKGROUND**

TLC Auctions, the auctioneer that sells the District's surplus property, has an agreement with the District that will be expiring on June 30, 2018. In order to continue with the service, it is necessary to seek Board of Trustee approval for a new agreement.

**ANALYSIS**

TLC Auctions provides the service of auctioning off the District's surplus property when a considerable amount of surplus has accumulated in the District Warehouse facility. The unreserved auctions are conducted either through off-site auctions, online at TLCAuctions.com or at eBay.com. This normally occurs two to three times annually. District staff may select usable items for their divisions or departments from the items deemed surplus property by other departments. Per Board Policy 6550, any remaining items valued under \$5,000 will be offered first as a donation to public schools and qualified non-profit charitable organizations preferably located within the Rancho Santiago Community College District service area.

The new agreement has similar terms and conditions of the previous agreement although the auctioneer's commission fee has increased to 45% from 35% of the gross sales which is competitive for off-site auctions. Other auctioneer services we contacted charge a higher percentage rate and most do not package surplus items, pick up or hold auctions unless the auction can be held on District property. The fee from TLC Auctions includes but not limited to transportation of surplus items and vehicles, tagging, inventorying, set-up, advertising, marketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions. Their performance and service over the years have been excellent. The advantages of using TLC Auctions are that they take the majority of our surplus property which is increasingly rare among auctioneers and they are licensed e-waste collectors. The term of the new agreement is for three (3) years and will terminate on June 30, 2021.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with TLC Auctions to conduct auctions on an as needed basis as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: June 25, 2018
Prepared by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**10012-10022 CITRUS AVENUE  
FONTANA, CA 92335  
909-823-3428  
www.tlcauctions.com**

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### AGREEMENT

This agreement dated the 1st day of July, 2018 in the County of San Bernardino, State of California, between **Rancho Santiago Community College District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this three year Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Rancho Santiago Community College District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all



board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. 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, including reasonable attorney fees, 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.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. Insurance. All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:  
Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

11. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuant to this agreement.

12. The term of this agreement shall be for a period of 3 years and will end on the 30th day of June, 2021.

13. 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 parties hereto have executed this Agreement on the 1<sup>st</sup> day of July 2018

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TLC Auctions

**Rancho Santiago  
Community College District**



**10012-10022 CITRUS AVENUE  
FONTANA, CA 92335  
909-823-3428  
www.tlcauctions.com**

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## AGREEMENT

This agreement dated the 1st day of July, 2018 in the County of San Bernardino, State of California, between **Rancho Santiago Community College District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

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1. For all the services, which AUCTIONEER is obligated to perform under the terms of this three year Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Rancho Santiago Community College District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property

offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. 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, including reasonable attorney fees, 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.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. Insurance. All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:  
Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

11. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law

of the items sold pursuant to this agreement.

12. The term of this agreement shall be for a period of 3 years and will end on the 30th day of June, 2021.

13. 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 parties hereto have executed this Agreement on the 1<sup>st</sup> day of July 2018

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TLC Auctions

**Rancho Santiago  
Community College District**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of the 2018-2019 Contract Listing	
Action:	Request for Approval	

**BACKGROUND**

As per Board Policy No. 6330 and Administrative Regulation No. 6330, all contracts over \$15,000 require Board of Trustees approval in advance.

**ANALYSIS**

Contracts and contract renewals are solicited in the spring of each year for departments throughout the District who wish to continue utilizing their current services through multi-year contracts. These contracts include the option to renew for an additional year but no longer than a five year period and exceed the \$15,000 limit. The attached list of contracts are those which have been approved by the Board of Trustees and include an option to renew for the next fiscal year term. Multi-year contracts that do not expire on June 30, 2018, are not included in this listing.

It is the desire of the District to have all contracts run concurrently with the fiscal year. Other contracts that expire mid-fiscal year along with new contracts will be brought to the Board of Trustees for approval at a later date.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2018-2019 Contract Listing as presented.

Fiscal Impact:	Estimated: \$1,076,486.56	Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**District Contract Renewals For 2018-2019  
15,000 Above**

Vendor	Department	Service	<u>Estimated</u>	Term	<u>Period</u>	
			Cost for 18-19		From	To
ADP LLC	Risk Management - DO	License HR/Benefits Solution Application Database	<b>60,000.00</b>	1	07-01-18	06-30-19
CDW-Government Inc	ITS	Aruba License & Support for wireless access points	<b>35,253.00</b>	1	07-01-18	06-30-19
CDW-Government Inc	ITS	Cisco Umbrella cloud security	<b>26,058.00</b>	1	07-01-18	06-30-19
Certified Transportation	Districtwide	Transportation Services for local trips using school and mini-coach busses	<b>15,000.00</b>	1	07-01-18	06-30-19
Community College League of California	Library - SAC	Electronic Library Subscriptions for academic resources including magazines, newspapers, and journals	<b>20,000.00</b>	1	07-01-18	06-30-19
Community College League of California	Library - SCC	Electronic Library Subscriptions for academic resources including magazines, newspapers, journals, and ebooks	<b>35,000.00</b>	1	07-01-18	06-30-19
Computerland of Silicon Valley	Districtwide	Adobe Enterprise Term License	<b>77,292.00</b>	1	08-01-18	07-31-19
Computerland of Silicon Valley	Districtwide	Microsoft Campus Agreement	<b>165,769.30</b>	1	09-15-18	09-14-19
Foundation for Calif Community Colleges	Facility Planning - DO	Fusion License for Facilities Utilization & Space Inventory	<b>17,355.16</b>	1	07-01-18	06-30-19
Gold Coast Tour	Districtwide	Transportation Services for long distance and out-of-state trips	<b>15,000.00</b>	1	07-01-18	06-30-19
Greentree Systems Inc	Human Resources - DO	Applicant tracking system	<b>18,667.00</b>	1	07-01-18	06-30-19
Kelly Paper	Publications	Paper supplies for printing projects	<b>15,000.00</b>	1	07-01-18	06-30-19
Hyland LLC (Formerly Lexmark Enterprise Software LLC/ Perceptive Software)	ITS	ImageNow Licenses for document imaging & workflow	<b>37,592.10</b>	1	07-01-18	06-30-19
OCLC Online Computer Library	SAC - Library	Worldshare Management Service software for Library resource search engine and operations system.	<b>30,000.00</b>	1	07-01-18	06-30-19
SectorPoint Inc (Formerly School Web Services)	ITS	Software support - SWS Dynamic Web Suite for SAC, SCC & DO websites	<b>60,000.00</b>	1	07-01-18	06-30-19
SectorPoint Inc (Formerly School Web Services)	ITS	Remote service provision (RSP) for support of SAC, SCC, DO & intranet websites	<b>72,000.00</b>	1	07-01-18	06-30-19
Silverado	Districtwide	Transportation Services for local trips using school and mini-coach busses	<b>15,000.00</b>	1	07-01-18	06-30-19
So Cal Land Maintenance	Santiago Canyon College	Sports Field Maintenance	<b>88,800.00</b>	1	07-01-18	6-31-19
Taskstream LLC	Academic Affairs - SCC & DMC	Accountability Management System (AMS) License	<b>21,000.00</b>	1	07-01-18	06-30-19
Veritiv	Publications	Paper supplies for printing projects	<b>18,000.00</b>	1	07-01-18	06-30-19
Wilcon	Districtwide	Dark Fiber Connectivity	<b>186,000.00</b>	1	07-01-18	6-31-19
Wilcon	OEC - CWPC	Dark Fiber Connectivity	<b>47,700.00</b>	1	07-01-18	06-30-19

**Grand Total**

**\$1,076,486.56**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Award of Bid #1350 – Purchase of Hitachi (Or Equal) Ultra High Definition TV Studio Camera Systems	
Action:	Request for Approval	

**BACKGROUND**

The Television, Film and Video Program at Santa Ana College (SAC) received a CTEA (Career Technical Education Act/Carl Perkins IV Federal Grant) to purchase six (6) Ultra-High Definition (UHD/4K) television studio camera systems, as well as the associated video cables and power connectors. Not only will the purchase of this equipment bring SAC's Television and Video Communications department into compliance with the Digital Public Safety Act of 2005, it will allow the program to provide instruction that prepares students for the highly competitive television and film industries. Working with the UHD/4K equipment will give SAC students hands-on experience with leading-edge technology, ensuring relative experience and a competitive advantage in the job market.

**ANALYSIS**

Bids were emailed to fifteen (15) vendors. Three (3) bids were received; three (3) declined participation and nine (9) did not respond. The low bidder meeting specifications is VMI, Inc.

<b>VENDOR</b>	<b>AMOUNT</b>	<b>Product</b>
VMI, Inc.	\$230,347.06	Hitachi/As Called Out
Diversified Systems	\$263,705.91	Hitachi/As Called Out
BKW, Inc.	\$293,034.70	Panasonic

Santa Ana College staff has reviewed and accepts the bid from VMI, Inc.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept and award Bid #1350 – Purchase of Hitachi (Or Equal) Ultra High Definition TV Studio Camera Systems to VMI, Inc., as presented.

Fiscal Impact:	\$230,347.06	Board Date: June 25, 2018
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	



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

To:	Board of Trustees	Date: June 25, 2018
Re:	Reject all Bids for Bid #1344 – Sports Field Maintenance at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

Santiago Canyon College currently has an agreement for the maintenance of their sports fields which was awarded on a one (1) year term, beginning July 1, 2017 with the option to renew for an additional four (4) one (1) year terms. The College re-evaluated the current scope of work and determined the current scope and services are not adequate to properly maintain the fields, therefore, the project was bid.

**ANALYSIS**

The project was advertised on May 12 and May 19, 2018 and mailed to 27 bidders. A mandatory job walk was conducted on May 29, 2018 and was attended by four (4) bidders. Bids were opened on June 8, 2018 as noted on the attached bid results form. The District received two (2) bids on this project. The College recommends rejecting all bids. The bids are over the estimated budget range and had low bidder turnout. The college's Administrative Services staff is currently re-evaluating the scope of work, the budget and are exploring other options and does not recommend awarding the bid at this time.

**RECOMMENDATION**

It is recommended that the Board of Trustees reject all bids for Bid #1344 – Sports Field Maintenance at Santiago Canyon College as presented.

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	



**Purchasing Services**  
2323 North Broadway, Suite 109  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1344**

**PROJECT:** Sports Field Maintenance

**TIME: 2:00 P.M.**  
**DATE: June 8, 2018**

**REJECT ALL BIDS**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

So Cal Land Maintenance  
2965 E. Coronado St.  
Anaheim, CA 92806

\$444,321.00

Athletic Field Specialists  
3094 E. Shauna Dr.  
Highland, CA 92346

\$481,986.00

**2 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Reject all Bids for Bid #1345 – Landscape Maintenance Services	
Action:	Request for Approval	

**BACKGROUND**

The Board of Trustees awarded Bid #1208 – Landscape Maintenance Services on May 20, 2013 on a three (3) year, with an optional two (2) one (1) year terms. The current contract expires on June 30, 2018. The contract included landscaping services for the Santiago Canyon College campus, the Orange Education Center and the Digital Media Center.

**ANALYSIS**

The project was advertised on May 12 and May 19, 2018, 21 firms received the bid. A mandatory job walk was conducted on May 29, 2018 and was attended by five (5) bidders. Bids were opened on June 8, 2018 as noted on the attached bid results form. The District received four (4) bids on this project. The District recommends rejecting all bids. The bids are over the estimated budget range. District and Santiago Canyon College staff are currently re-evaluating the scope of work, the budget and are exploring other options and does not recommend awarding the bid at this time.

**RECOMMENDATION**

It is recommended that the Board of Trustees reject all bids for Bid #1345 – Landscape Maintenance Services as presented.

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	



**Purchasing Services**  
2323 North Broadway, Suite 109  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1345**

**PROJECT:** Landscape Maintenance Services

**TIME: 2:30 P.M.**  
**DATE: June 8, 2018**

**REJECT ALL BIDS**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Wolff Horticultural Services, Inc.  
9602 Santiago Boulevard  
Villa Park, CA 92867

\$1,376,700.00

Mariposa Landscape, Inc.  
6232 Santos Diaz Street  
Irwindale, CA 91702

\$1,799,460.00

Tropical Plaza Nursery, Inc.  
9642 Santiago Blvd.  
Villa Park, CA 92861

\$1,291,797.00

Harvest Landscape Enterprises, Inc.  
2339 N. Batavia St.  
Orange, CA 92865

\$2,124,000.00

**4 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Legal Services Agreement – Bergman Dacey Goldsmith, PLC	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Bergman Dacey Goldsmith, PLC is a civil litigation firm with an emphasis on construction and real estate matters and has offices in Los Angeles and Orange Counties.

**ANALYSIS**

Hourly rates for Bergman Dacey Goldsmith, PLC range from \$250 per hour for shareholders or of counsel; \$220 for associates and \$150 for paralegals. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

At its meeting of June 11, 2018, the board requested that a thorough review of all legal agreements be conducted by Ruben Smith, Esq., General Counsel to the Board of Trustees and the Chancellor. This agreement, which was reviewed and approved by Mr. Smith, is submitted for approval to insure access to the legal services required by the district.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Bergman Dacey Goldsmith, PLC as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and BERGMAN DACEY GOLDSMITH, PLC (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints John P. Dacey, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any**

**changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.**

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

**4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

**5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or



modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to,

Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:  
Bergman Dacey Goldsmith, PLC  
10880 Wilshire Blvd., Suite 900  
Los Angeles, CA 90024  
EMAIL: jdacey@bdgfirm.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit,

loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.

**11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the

FIRM for injuries arising from services performed under this AGREEMENT.

13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**Bergman Dacey Goldsmith, PLC**



By: \_\_\_\_\_  
John P. Dacey, Esq. \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

**C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated



copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

(1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
SHAREHOLDER/ OF COUNSEL	\$250/hr
ASSOCIATES	\$220/hr
PARALEGAL	\$150/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Legal Services Agreement – Orbach Huff Suarez + Henderson, LLP	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Orbach Huff Suarez + Henderson, LLP specializes in the representation of public agencies in the planning, implementation and finalization of modernization, and ground-up construction programs is based out of the Los Angeles county.

**ANALYSIS**

Hourly rates for Orbach Huff Suarez + Henderson, LLP range from \$260 per hour for partners/of counsel; \$245 for senior associates and \$235 for associates. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

At its meeting of June 11, 2018, the board requested that a thorough review of all legal agreements be conducted by Ruben Smith, Esq., General Counsel to the Board of Trustees and the Chancellor. This agreement, which was reviewed and approved by Mr. Smith, is submitted for approval to insure access to the legal services required by the district.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Orbach Huff Suarez + Henderson, LLP as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ORBACH HUFF SUAREZ HENDERSON Limited Liability Partnership (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### 1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### 2. SCOPE OF REPRESENTATION

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT, and as to any other facilities or business related matters.

#### 3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints Philip J. Henderson, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this

**AGREEMENT.** Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

"5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period."*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. **THE DISTRICT'S RESPONSIBILITIES:**

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. **COMPENSATION:**

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or

modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to,



Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:  
Orbach Huff Suarez + Henderson LLP  
1901 Avenue of the Stars, Suite 575  
Los Angeles, CA 90067  
Email: phenderson@ohshlaw.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit,

loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.

11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
    - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
    - ii. The above insurance must be provided or written on an occurrence basis.
  - b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
  - c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
  - d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.
12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the

FIRM for injuries arising from services performed under this AGREEMENT.

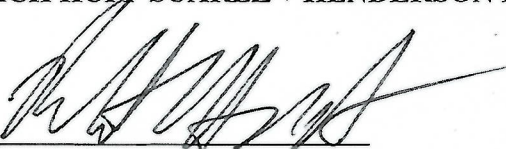
13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**ORBACH HUFF SUAREZ + HENDERSON LLP**

By:   
Philip J. Henderson, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

**C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

- (1) Local telephone calls and all cellular phone charges;
- (2) Per-page fax charges;
- (3) Routine postage, such as U.S. Postal Service rates for letters;
- (4) File opening, file organization, or other administrative charges;
- (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained;
- (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case);
- (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable;
- (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills);
- (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,);
- (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval;
- (11) Meals, except in conjunction with travel as authorized by the DISTRICT;
- (12) Entertainment;
- (13) Staff overtime charges;
- (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment);
- (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
PARTNERS / OF COUNSEL	\$260/hr
SENIOR ASSOCIATES	\$245/hr
ASSOCIATES	\$235/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.



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

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Legal Services Agreement – Atkinson, Andelson, Loya, Rudd & Romo	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. The law firm of Atkinson, Andelson, Loya, Rudd & Romo (AALRR) specializes in the representation of both private and public sector clients, with emphasis in the areas of employment, labor, construction, education, real estate, general business and business litigation, corporate, taxation, bankruptcy and immigration. AALRR has offices throughout the state including in Orange County.

**ANALYSIS**

Hourly rates for AALRR range from \$300 per hour for senior partners; \$285 for partners/senior counsel; \$275 for senior associates and \$265 for associates. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

At its meeting of June 11, 2018, the board requested that a thorough review of all legal agreements be conducted by Ruben Smith, Esq., General Counsel to the Board of Trustees and the Chancellor. This agreement, which was reviewed and approved by Mr. Smith, is submitted for approval to insure access to the legal services required by the district.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Rudd & Romo as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 25, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, a Professional Law Corporation (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on July 1, 2018 and shall continue thereafter until **June 30, 2020** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT..

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints Warren S. Kinsler, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes**

and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### **4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### **5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in

the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

- 7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in

Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

- 8. NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rscdd.edu

To **the FIRM:**  
Warren S. Kinsler  
Mark T. Palin  
Atkinson, Andelson, Loya, Rudd & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Email: wkinsler@aalrr.com

- 9. ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
- 10. INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to actor other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
- 11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a.** Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
    - i.** Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
    - ii.** The above insurance must be provided or written on an occurrence basis.
  - b.** Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
  - c.** Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.



- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

- 12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
- 13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
- 14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
- 15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**ATKINSON, ANDELSON, LOYA, RUDD & ROMO,  
a Professional Law Corporation**

By:   
Warren S. Kinsler, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls

must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal

doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The

DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from

home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction

(e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g.,

Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

**ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES**

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<p><b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b></p>
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Senior Partners	\$300.00
Partners/ Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$155.00

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Legal Services Agreement – Musick, Peeler & Garrett LLP	
Action:	Request for Approval	

**BACKGROUND**

The District has been utilizing Musick, Peeler & Garrett LLP (MP&G), for specialized legal services related to complaint investigations and personnel matters.

**ANALYSIS**

Muscik, Peeler & Garrett provides representation and legal advice in issues related to complaint investigations and personnel matters. It is anticipated that additional services will reach a level that requires approval by the Board of Trustees.

Hourly rates for general legal services range from \$270-\$325 per hour for shareholders /of counsel; \$260 per hour for associates and \$125 per hour for paralegals.

At its meeting of June 11, 2018, the board requested that a thorough review of all legal agreements be conducted by Ruben Smith, Esq., General Counsel to the Board of Trustees and the Chancellor. This agreement, which was reviewed and approved by Mr. Smith, is submitted for approval to insure access to the legal services required by the district.

The term of this agreement is from July 1, 2018 to June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Human Resources or a designee to renew the proposed agreement between Rancho Santiago Community College District and Musick, Peeler & Garrett LLP as presented.

Fiscal Impact: Based Upon Utilization	Board Date: June 25, 2018
Prepared by: Alistair Winer, Assistant Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and MUSICK, PEELER & GARRETT LLP (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on July 1, 2018 and shall continue thereafter until **June 30, 2020** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventative risk counseling, negotiations, mediations, arbitrations, litigation, related to employment, labor, education and general business, and as otherwise requested by DISTRICT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints Kristine Kwong as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the**



**DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.**

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

**“5. Gift** shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations *with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.*”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### 4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in

the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

**b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

**c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

**7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its

Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodríguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the Firm:  
Musick, Peeler & Garrett LLP  
One Wilshire Blvd., Suite 2000  
Los Angeles, CA 90017-3383  
EMAIL: k.kwong@mpglaw.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this

AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.


14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**MUSICK, PEELER & GARRETT**, a Limited Liability Partnership


By:   
\_\_\_\_\_  
Kristine Kwong, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
\_\_\_\_\_  
Ruben A. Smith



ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls

must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

**D. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal

doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**E. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The

DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **F. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from

home to office or vice versa, if appropriate.

#### **G. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing.); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction

common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest

issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates (Billed at .10 minute increments)</b>	
SHAREHOLDERS	\$330/hr
SENIOR COUNSEL	\$310/hr
ASSOCIATES	\$210-\$290/hr
PARALEGALS	\$130-\$170/hr
LITIGATION SUPPORT	\$80-\$125/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at preapproved rates, plus costs.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Legal Services Agreement – Liebert Cassidy Whitmore	
Action:	Request for Approval	

**BACKGROUND**

Since 1998, the District has been utilizing Liebert Cassidy Whitmore (LCW) for general legal services and representation as needed. In addition, the District utilizes the firm with union negotiations as needed.

**ANALYSIS**

Liebert Cassidy Whitmore provides representation and legal advice in issues related to employment, labor, negotiations, litigation, mediations, and other business issues.

Hourly rates for general legal services range from \$330 per hour for shareholders; \$310 per hour for senior counsel; \$210-\$290 per hour for associates; \$130-\$170 per hour for paralegals and \$80-\$125 for litigation support. The district will pay for the actual and ordinary costs for reasonable expenses without any premiums or markups. Liebert Cassidy Whitmore has agreed to obtain written approval of the district prior to charging the district for travel time.

At its meeting of June 11, 2018, the board requested that a thorough review of all legal agreements be conducted by Ruben Smith, Esq., General Counsel to the Board of Trustees and the Chancellor. This agreement, which was reviewed and approved by Mr. Smith, is submitted for approval to insure access to the legal services required by the district.

The term of this agreement is from July 1, 2018 to June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Human Resources or a designee to renew the proposed agreement between Rancho Santiago Community College District and Liebert Cassidy Whitmore as presented.

Fiscal Impact: Legal Fees Based Upon Utilization	Board Date: June 25, 2018
Prepared by: Alistair Winer, Assistant Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and LIEBERT CASSIDY WHITMORE (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to employment, labor, education and general business, and as otherwise requested by DISTRICT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES**

- a. Supervising Attorney: The FIRM appoints J. Scott Tiedemann \_\_\_\_\_ as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT.

Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with timely, high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT.
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

**4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

**5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.



- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. **The Firm shall first submit its invoices to DISTRICT's General Counsel for review.** The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT will make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the DISTRICT. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

**b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

**c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

**7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration

under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:

Dr. Raúl Rodríguez, Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:

J. Scott Tiedemann, Esq.  
Liebert Cassidy Whitmore, a Professional Corporation  
6033 W. Century Blvd., 5<sup>th</sup> Floor  
Los Angeles, CA 90045  
EMAIL: stiedemann@lcwlegal.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of DISTRICT. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given

written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a.** Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i.** Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii.** The above insurance must be provided or written on an occurrence basis.
- b.** Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c.** Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d.** Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**14. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation,

modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

- 15. WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**LIEBERT CASSIDY WHITMORE**, a Professional Corporation

By:   
\_\_\_\_\_  
J. Scott Tiedemann, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
\_\_\_\_\_  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The FIRM is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT. Any invoice over \$1,000.00 in costs will be sent to DISTRICT for payment.

**D. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**E. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost



effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **F. Travel**

Prior to charging the District for travel time, the FIRM must obtain the written approval of the DISTRICT. Travel that is not preapproved in writing shall not be charged to the District. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **G. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT

will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;

Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

**ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES**

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates (Billed at .10 minute increments)</b>	
SHAREHOLDERS	\$330/hr
SENIOR COUNSEL	\$310/hr
ASSOCIATES	\$210-\$290/hr
PARALEGALS	\$130-\$170/hr
LITIGATION SUPPORT	\$80-\$125/hr

*(Please insert hourly rates)*

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at preapproved rates, plus costs.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement for General Counsel Services – AlvaradoSmith	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. In May 2016 the board of trustees engaged AlvaradoSmith to serve as General Counsel with Ruben Smith, Esq. as Supervising Attorney.

**ANALYSIS**

Hourly rates for service as General Counsel will be \$300 per hour for the first 20 hours per month and \$305 per hour for those in excess of 20 hours. Other hourly rates are \$325 per hour for shareholders; \$280 per hour for associates and \$140 per hour for paralegals. Other expenses incurred will be billed monthly at the actual cost.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement.

The term of this agreement is from July 1, 2018 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and AlvaradoSmith as presented.

Fiscal Impact:	Based upon utilization	Board Date:	June 25, 2018
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ALVARADOSMITH, A PROFESSIONAL CORPORATION (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin June 2, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney: The FIRM appoints Ruben Smith as the "General Counsel" and the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in**

**writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of General Counsel shall be subject to prior written approval by the DISTRICT.**

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

**"5. Gift** shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

*a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”*

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### 4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.



The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Dr. Raúl Rodriguez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: rodriguez\_raul@rsccd.edu

To the FIRM:  
The Firm:  
AlvaradoSmith  
1 Macarthur Place, Suite 200,  
Santa Ana, Ca 92707  
EMAIL: [rsmith@alvaradosmith.com](mailto:rsmith@alvaradosmith.com)

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to

the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**14. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and

contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**AlvaradoSmith,**  
a professional corporation

By:   
Ruben Smith, Managing Shareholder

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

**AlvaradoSmith, a**  
**Professional Law Corporation**

By:   
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

(1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates (Billed at .10 minute increments)</b>	
General Counsel	\$300 For first 20 hours*
Shareholders	\$325
Associates	\$280
Paralegal	\$140
<p>*General Counsel Services            The Firm shall charge a lower rate of \$300 per hour for the first 20 hours per month for attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business"). If the amount of hours spent on these activities exceeds 20 hours, then the firm will bill the rest of the hours for this type of work at the reduced rate of \$305 per hour. All other matters not relating to General District Business shall be billed at the discounted rate of \$325 per hour for matters billed by</p>	



Shareholders and \$280 for Associates based on the number of years of practice.	
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Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement – Nicole Miller & Associates	
Action:	Request for Approval	

**BACKGROUND**

The District periodically requires assistance with specialized safety and security issues. ASCIP, the district's property and liability insurance administrator, recommends Nicole Miller & Associates as the company to assist its members with these issues.

**ANALYSIS**

Nicole Miller & Associates has been providing specialized consulting services to school districts, community colleges, and county offices of education for the past 10 years.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor or his designee to renew the agreement between RSCCD and Nicole Miller & Associates for the period of July 1, 2018, through June 30, 2019, as presented.

Fiscal Impact: To Be Determined	Board Date: June 25, 2018
Prepared by: Alistair Winer, Assistant Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(2018/19 School Year)

**SECURITY / INVESTIGATIONS CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

1st	day of	July, 2018	
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by and between

Nicole Miller & Associates, Inc.
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Independent Contractor, hereinafter referred to as "Consultant" and the Rancho Santiago Community College District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice:

**WHEREAS** such services and advice are not available at no cost from public agencies;  
and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Nicole Miller & Associates, Inc.
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2. List of Other Supportive Staff or Consultants:

Nicole Miller, President & CEO Ara RaisDana, Senior Investigator Mackenzie Kintz, Senior Investigator Alyssa Jarvis, Senior Investigator Lisa Strachan, Senior Investigator Brittney Hamilton, Senior Investigator Steve Doan, Senior Investigator Jacqueline Lee, Lead Investigator Tim Bernstein, Lead Investigator Martin Hanneman, Security Operations, Director
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2018
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2019
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Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Provide administrative services required for investigative process.
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5. District shall pay Consultant for services rendered satisfactorily \* See Exhibit A for details - (\$150.00 hourly) Payment shall be made 30 days after receipt of invoice. Consultant shall submit an invoice to District for approval.
6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's Vice Chancellor shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the

District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Security & Investigative services

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Specialized services are required on an as-needed basis.

List any technical support that will need to be supplied by District:

none

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.





## SCOPE OF WORK AGREEMENT

Investigations and Safety and Security



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## INTRODUCTION

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Nicole Miller & Associates, Inc., is a private investigations firm based in Southern California that specializes in investigations safety and security assessments for California's educational institutions. Our firm is highly knowledgeable regarding the policies and procedures unique to governing such public entities as school districts, community college districts, JPAs, and county offices of education. Our investigators and security personnel are expertly qualified to provide a wide variety of services with the ultimate goal of preparing a comprehensive and legally defensible work product for our clients. This has earned our firm a reputation as the leading independent investigators for school districts in southern California.

### INVESTIGATIONS

- Discrimination, harassment, retaliation, and hostile work environment; verbal, physical, and sexual misconduct; student safety and supervision; bullying and hazing; special education compliance and disability accommodation; CIF/ACLU violations; misappropriation of funds and theft; misuse of resources or technology; and use of force
- Workers' Compensation Investigations – AOE/COE
- Background and Pre-Employment Investigations

### SAFETY AND SECURITY

- School Site Safety Assessments
- Policy and Procedure Audits for District Police/Security Departments
- Security Awareness & Active Shooter Response Trainings

Sincerely,



Nicole Miller  
President & CEO

## REFERENCES

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Nicole Miller & Associates, Inc., has contracted with each of the following entities for school district related investigation and safety and security services. Collectively, we have worked with these clients on hundreds of investigations relating to a variety of school district matters.

### *Investigative Services*

#### **Long Beach Unified School District**

1515 Hughes Way  
Long Beach, CA 90810

Contact: Ruth Perez Ashley  
Deputy Superintendent, Education Services  
& Human Resource Services  
(562) 997-8258  
rashley@lbschools.net

#### **Irvine Unified School District**

5050 Barranca Parkway  
Irvine, CA 92604

Contact: Eamonn O'Donovan  
Assistant Superintendent, Human Resources  
(949) 936-5135  
eamonnodonovan@iusd.org

#### **South Orange County Community College District**

28000 Marguerite Pkwy  
Mission Viejo, CA 92692

Contact: Ettie Graham  
Director, Human Resources, Employee Relations &  
Compliance  
(949) 582-4411  
egraham@socccd.edu

#### **Atkinson, Andelson, Loya, Ruud & Romo**

20 Pacifica Suite 1100  
Irvine, CA 92618

Contact: Anthony P. De Marco, Partner  
(562) 653-3560  
ademarco@aalrr.com

### *Safety & Security Services*

#### **Anaheim Elementary School District**

Leslie Coghlan

#### **Laguna Beach Unified School District**

550 Blumont Street  
Laguna Beach, CA 92651

Contact: Leisa Winston  
Assistant Superintendent, Human Resources and Public  
Communications  
(949) 497-7700  
lwinston@lbusd.org

#### **Newport-Mesa Unified School District**

2985 Bear Street  
Costa Mesa, CA 92626

Contact: Russell Lee-Sung  
Deputy Superintendent, Chief Academic Officer  
(714) 424-8959  
rleesung@nmusd.us

#### **Rancho Santiago Community College District**

2323 N. Broadway  
Santa Ana, CA 92706

Contact: Judy Chitlik  
Interim Vice Chancellor, Human Resources  
(714) 480-7484  
Chitlik\_judy@rscgd.edu

#### **McCune & Harber, LLP**

515 S. Figueroa St. Suite 1150  
Los Angeles, CA 90071

Contact: Steve Harber, Partner  
(213) 689-2501  
sharber@mccuneharber.com

#### **Rancho Santiago Community College District**

Judy Chitlik

## REFERENCES

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Director, Pupil Services  
(714) 517-7526 ext. 4110  
lcoghlan@acsd.us

### **Ontario-Montclair School District**

Phil Hillman, CPA  
Chief Business Official  
(909) 418-6450  
Executive Assistant: MARRISA FIELDS  
marrisa.fields@omsd.net

### **San Bernardino City Unified School District**

Dr. Dale Marsden  
Superintendent  
(909) 381-1240

Interim Vice Chancellor, Human Resources  
(714) 480-7484  
Chitlik\_judy@rscdd.edu

### **Alliance of Schools for Cooperative Insurance Programs**

Fritz Heirich  
Chief Executive Officer  
(562) 404-8029  
heirich@ascip.org

### **Palos Verdes Peninsula Unified School District**

Joan Lewis  
Ridgecrest Intermediate School  
(310) 544-2747 ext. 201

## CLIENT TESTIMONIALS

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**SEE WHAT OUR CLIENTS HAVE TO SAY ABOUT OUR PEOPLE, SERVICES, AND WORK PRODUCT.** *Please note, where necessary, client testimonials have been redacted for confidentiality.*

### PROFESSIONALISM

“Thank you for **treating my daughter well** during the investigation... you did a great job!”

- Parent of a 12<sup>th</sup> Grade High School Student

“You said you would do a **fair investigation** and you did that. Thank you.”

- Attorney Representing a Community College Administrator

“Thanks again for your hard work, diligence and the **respect you demonstrated** for all involved.”

- Director of Certificated Personnel at a Southern California School District

“Your professionalism and calm ways have a way of **getting down to the nitty-gritty** substance of the matter.”

- Assistant Superintendent with a Southern California School District

### KNOWLEDGE AND EXPERIENCE

“I want to thank you for the incredible job that you did on the [redacted for confidentiality] complaint.

**No stone was left unturned** and you maintained an incredibly high level of **confidentiality** and **integrity** to the process throughout. I must tell you that [Employee Union Executive Director], who can be hypercritical of anyone questioning his members, was extremely complimentary of you two, stating that you two, “Do an amazing job!” **You are the best!**”

- Director of Certificated Personnel at a Southern California School District

“You provided **great analysis** of your investigation and your findings, and your contributions really made a difference!

- Superintendent of a Southern California School District

“I personally appreciate that you were able to **provide such insight** into all the various issues our board had to deal with today. Thank you for your help!”

- Superintendent of a Southern California School District

“Sitting in on your interviews is **always a pleasure.**”

- Assistant Superintendent with a Southern California School District

“I wanted to thank you for all your excellent work on the [redacted for confidentiality] matter... **You are better than the best.**”

- Partner at a Large Educational Law Office in Southern California

“Nicole, thank you so much for presenting to our leadership group last week. I know that it opened their eyes – in a good way! Again, we **enjoy our partnership** with you and your staff.”

- Assistant Superintendent with a Southern California School District

### CALIBER OF WORK PRODUCT

“I greatly appreciate the **high caliber of work** that your firm conducts for us.”

“The strength of your team shows in the **quality work products** that you prepare for us and we are

## CLIENT TESTIMONIALS

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- Superintendent of a Southern California School District

“Excellent! Thanks to your team for doing a **thorough job** on this important matter.”

- Associate with a Law Office in Southern California

“I appreciate your **clear writing and organization**. Thank you!”

- Assistant Superintendent with a Southern California School District

“You were both **so efficient and thorough**.”

- Senior Level Administrator with a Southern California School District

grateful.”

- Deputy Superintendent for a Southern California School District

“Nicole, thank you for the thorough report on [redacted for confidentiality]. It was **very well done!**”

- Partner at a Large Educational Law Office in Southern California

“We’re **thrilled with your work** on [redacted for confidentiality]. Thanks!”

- Partner at a Large Educational Law Office in Southern California

“Your **thoroughness was second to none**.”

- Director of Certificated Personnel at a Southern California School District

“Wonderful job on the investigative report. Your writing is very smooth and ‘clean’ (i.e., free of typos), which makes **it a pleasure to read**... Thank you for the great job!”

- Partner at a Law Office in Southern California

”

# CLIENT LIST

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## SCHOOL DISTRICTS AND INSURANCE COMPANIES

- Adelanto Elementary School District
- Alliance of Schools for Cooperative Insurance Programs (ASCIP)
- Alhambra Unified School District
- Alta Loma School District
- Alvord Unified School District
- Anaheim Elementary School District
- Anaheim Union High School District
- Azusa Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Beverly Hills Unified School District
- Burbank Unified School District
- Cajon Valley Union School District
- California Institute of the Arts
- Calexico Unified School District
- Capistrano Unified School District
- Carlsbad Unified School District
- Central Union High School District
- Centralia Elementary School District
- Cerritos Community College
- Chaffey Community College District
- Chaffey Joint Union High School District
- Chino Valley Unified School District
- Claremont Unified School District
- Coast Community College District
- Colton Joint Unified School District
- Compton Community College District
- Compton Unified School District
- Corona/Norco Unified School District
- CorVel
- Covina-Valley Unified School District
- Cucamonga School District
- Culver City Unified School District
- Cypress School District
- Desert Sands Unified School District
- East Whittier City School District
- El Camino Community College District
- Etiwanda Unified School District
- Fullerton Joint Union High School District
- Grossmont Union High School District
- Inglewood Unified School District
- Irvine Unified School District
- Jurupa Unified School District
- Laguna Beach Unified School District
- Long Beach Unified School District
- Los Alamitos Unified School District
- Lowell Joint School District
- Menifee Unified School District
- Mirman School
- Moreland Unified School District
- Moreno Valley Unified School District
- Morongo Unified School District
- Mt. San Antonio College
- Murrieta Valley Unified School District
- Newhall School District
- Newport-Mesa Unified School District
- Norwalk-La Mirada Unified School District
- Ocean View School District
- Orange County Department of Education
- Ontario Montclair School District
- Orange Unified School District
- Palisades Charter High School
- Palo Verde Unified School District
- Palos Verdes Peninsula Unified School District
- Paramount Unified School District
- Perris Elementary School District
- Perris Union High School District
- Placentia-Yorba Linda Unified School District
- Pomona Unified School District
- Poway Unified School District
- Rancho Santiago Community College District
- Redlands Unified School District
- Rio School District
- Riverside Community College District
- Riverside Unified School District
- Rowland Unified School District
- San Bernardino City School District
- San Bernardino County Superintendent of Schools
- San Jacinto Unified School District
- Santa Ana Unified School District
- Santa Monica-Malibu Unified School District
- Savanna School District
- South Orange County Community College District
- State Center Community College District
- Tustin Unified School District
- Upland Unified School District
- Valley Center – Pauma Unified School District
- Val Verde Unified School District
- Victor Valley Union High School District
- Whittier Union High School District
- York Risk Services Group, Inc.

## LAW FIRMS

- Atkinson, Andelson, Loya, Ruud & Romo
- Declues, Burkett & Thompson, LLP
- Fagan, Friedman, & Fulfroost, LLP
- Harbottle Law Group
- Liebert Cassidy Whitmore
- Martin & Martin, LLP
- McCune & Harber, LLP
- Parker & Covert, LLP
- Stutz Artiano Shinoff & Holtz, APC
- Thompson & Colegate, LLP
- Woodruff, Spradlin & Smart
- Yukevich Cavanaugh

*continued...*





## SERVICES OFFERED

### INVESTIGATIONS

Investigations originate from uniform complaints; human resources complaints; D.F.E.H. complaints; Williams complaints; and monetary and/or liability claims for damages or injuries. These complaints are commonly brought forth by employees, vendors, parents, or students. Our firm is well versed in a multitude of subject matter including but not limited to:

- Discrimination and harassment; Title V and Title IX
- Professional misconduct
- Hostile Work Environment
- Retaliation
- Student safety and supervision
- Verbal, physical, and sexual misconduct
- Policy and procedure review; use of force
- Special education compliance (IEPs; 504 plans)
- Misappropriate of funds/fraud/auditing
- Misuse of resources or technology
- Disability accommodations
- Misuse of information technology
- CIF/ACLU violations
- Stewardship of student funds

### BACKGROUND CHECKS (EMPLOYMENT)

Nicole Miller & Associates, Inc. staff are well versed in conducting thorough and professionally researched background checks for potential or existing employees. Our extensive investigative background reports are prepared in accordance with federal and California statutes governing the preparation and reporting of personally identifiable information, including the Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.

### ADDITIONAL INVESTIGATIVE SERVICES

- Residency Verifications
- Workers' compensation AOE/COE
- Witness Locating
- School Board Presentations
- Social Media and Online Research

**SAFETY AND SECURITY**

Educational facilities today face an increasingly complex security environment. Because of this, it is often unclear what threats are most prevalent or important. Just as there is a spectrum of threats facing schools, there are also a wide range of security solutions available.

- Violence in the Workplace Awareness Training
- Emergency Management Tabletop and Site Exercises
- Red Team Security Assessment
- Covert Mobile / Foot Surveillance
- Counter Surveillance Detection
- Special Event Safety and Security Risk Planning
- Special Event Operational Security Management
- School site security audits - Crime Prevention Through Environmental Design (CPTED)
- Tactical Search Techniques for Armed Security Training
- Active Shooter Response for Armed Security Training
- Risk and Vulnerability Site Assessments
- Threat Assessments
- Enhanced Situational Awareness Course
- Executive Protection Advance Assessments
- Electronic Security / Surveillance System Audits
- Emergency Planning Evaluations

**GUARANTEE OF BEST PRACTICE**

Our security assessors have years of military and law enforcement experience in countering a wide variety of threats, as well as specialized training in defeating security systems and in campus security techniques. Nicole's Safety and Security partner, Martin Hanneman, was selected to further develop their unique program for specific use by public agencies throughout Orange County. Martin subsequently led a county wide law enforcement project known as the Orange County School Assessment Project, which was designed to provide mini-assessments of every school site in Orange County by training School Resource Officers to complete them. These comprehensive techniques are now accepted as best practice by both the Orange County Sheriff's Department and the Orange County Department of Education.

**WHY CHOOSE NICOLE MILLER & ASSOCIATES FOR YOUR INVESTIGATIVE NEEDS?**

We believe that Nicole Miller & Associates, Inc., has several competitive advantages that make our firm an ideal fit for providing investigative services to your district.

1. **You want knowledgeable professionals experienced with the unique procedural requirements of a public agency** – We have over 80 combined years of experience conducting investigations on behalf of public agencies, including school districts. Our knowledge base of these policies and procedures enables our investigators to oversee all stages of the investigation while virtually eliminating the potential for negative backlash or follow up claims.
2. **You want a final work product that articulately explains the investigation in a manner that is comprehensive, legally defensible, yet unbiased** – Our team of investigators are highly skilled in developing a meticulous final work product addressing all parties' concerns in a manner that is fact-based yet also cognizant of your agency's interests specific to the matter at hand.
3. **You need these services to be provided in a thorough, expeditious, yet cost effective manner** – Our breadth of knowledge and experience allows for a competitive pricing structure. We offer unrivaled benefits to our clients such as often assigning two investigators per case at the same base rate; and completing interviews with the minimum amount of travel time yet never passing the cost of overtime to our clients. Each investigator carries a very small case load so that constant attention is focused on the client's concern. This means cases that might take up to six months to complete elsewhere can be expedited and completed by our investigators in as little as six weeks.

**THE BREADTH OF OUR PROFESSIONAL EXPERIENCE IMPARTS VALUE**

- |   |  |
|---|--|
| ✓ All parties' concerns and complaints are investigated by an experienced and impartial third party.            | ✓ A well-written work product that is legally defensible provides administrators with the resources to make necessary personnel decisions. |
| ✓ Investigations are completed in accordance with procedural deadlines.   | ✓ District administrators and management teams can focus on education, not on investigations.  |
| ✓ Investigations are conducted with the utmost professionalism, thereby reducing questions, gossip, and rumors. | ✓ Our staff is trained to recognize criminal elements that must be reported to law enforcement.  |

### OUR INVESTIGATIVE PROCESS

From the opening of the case to the final provision of our skillfully prepared written work product, your school district (“district”) can trust that Nicole Miller & Associates, Inc., will expertly navigate all aspects of an investigation.

#### (1) Opening the Case

Because concerns within an agency can arise from a variety of sources, personnel, and departments, we begin by asking questions via an initial telephone conference with the administrator overseeing the investigation, at no charge to you as our client. We work to understand the nature of the concerns as well as the overall scope of the investigation.

- *Type of concerns and/or complaints received – what types of procedural deadlines are applicable?*
  - Uniform complaints; human resources complaints; D.F.E.H. complaints; Williams complaints; monetary and/or liability claims for damages or injuries; or any other method that has brought the concern to your agency’s attention.
  
- *General allegations or concerns including, but not limited to:*
  - Discrimination and harassment
  - Professional misconduct
  - Hostile Work Environment
  - Retaliation
  - Student safety and supervision, including bullying
  - Misappropriate of funds/fraud/auditing
  - Special education compliance (IEPs; 504 plans)
  - Verbal, physical, and sexual misconduct
  - Misuse of information technology
  - CIF/ACLU violations
  - Stewardship of student funds
  - Policy and procedure violations
  
- *Investigation participants*
  - Complaining parties; respondents; witnesses; supervisors; vendors or contractors; parents; or students.
  
- *General allegations or concerns*
  - What is the root of the concern?
  
- *Documentation and evidence*
  - Is there documentation or evidence provided by the complaining party or witnesses?
  
- *Extenuating circumstances*
  - e.g., Has the media become involved? Are there concerns of witness tampering or credibility?
  
- *Investigative plan of action*
  - Provision of contact information for complaining parties; witnesses; or point of contact at a specific school site.
  
- *Scope of investigation to be conducted*

- The two most common styles of investigation are known as “complaint” and “disciplinary.”

<i>Complaint</i>	<i>Disciplinary</i>
In a complaint, our client has assigned us to make factual findings on the specific allegations raised by a complainant (employee, parent, student, etc.) with the knowledge of a requirement to provide a response in accordance with applicable law or policy.	In a disciplinary case, there is no complainant (or complaint policy or law) that we have to satisfy. The focus of the investigation is to determine whether there is sufficient evidence to establish just cause for discipline or dismissal.
Example:	
A classified employee files a UCP alleging discrimination by a supervisor.	An administrator is suspected of misappropriation of funds or embezzlement.

**(2) Coordination of Interviews**

Upon receiving approval from the district to proceed with the investigation, Nicole Miller & Associates will begin coordination of interview with the appropriate parties to the investigation. Depending on the nature of the concerns, your district may prefer that Nicole Miller & Associates coordinate the scheduling of interviews with complainants, witnesses, and respondents. However, we welcome collaboration with a specific contact person at your agency to coordinate a schedule that is considerate of your agency’s resources while maintaining the thoroughness characteristic of our work product.

Our firm is knowledgeable regarding the important considerations for interview scheduling, such as:

- ✓ Offering union representation prior to the interview to qualified employees, particularly if the result of the investigation could potentially lead to discipline.
- ✓ Interviewing as many individuals at a location as possible, thereby reducing travel time and costs. Our firm never charges clients for overtime.
- ✓ Grouping interviews in such a way as to limit gossip between employees.
- ✓ Interviewing individuals in the appropriate order (complaining parties → witnesses → respondents)
- ✓ Obtaining contact information to coordinate telephonic interviews if necessary.
- ✓ Ensuring the interviews are conducted at a neutral location to the concerns.

**(3) Conducting and Documenting Investigative Interviews**

Our investigators are trained to ask the appropriate questions relevant to the case and in a manner that is comprehensive and respectful of an employee’s position. Our investigative interviews are often conducted by two associates to ensure accurate documentation of statements made by an interview participant. In addition, if

possible, we create detailed witness preparation documents so as to ensure all appropriate allegations are asked and answered.

We are cognizant of the multitude of factors to consider while conducting interviews, including but not limited to:

- ✓ Obtaining specific facts and recollections (dates, timeframes, locations, names)
- ✓ Clarifying employees' understandings of pertinent policies and procedures
- ✓ Identifying any criminal elements in statements and/or information required to be reported to law enforcement
- ✓ Maintaining confidentiality of other investigative participants and evidence
- ✓ Ensuring participants feel confident in the investigative process. Participants that leave the interview feeling heard and understood by the interviewer are more likely to trust in the results, thereby mitigating possible follow-up litigious claims.

#### *Confidentiality and Retaliation*

Our associates provide prepared admonishments to all interview participants regarding the confidentiality of the investigation, as well as the district's complaint policies which prohibit retaliation against the individual for participating in the investigative process:

"Nicole Miller & Associates, Inc., considers it best practice to ensure the information you provide will be kept as confidential as possible. This means that information you share in this meeting will not be discussed with anyone unless, as part of the investigation, they have a need to know. It is very important that you keep the information we speak about here today confidential in order to protect the rights of all parties involved. Regarding retaliation, the district's complaint policies and several applicable laws prohibit retaliation against any person for making a complaint or participating in the investigation of a complaint. Retaliation would be grounds for a separate complaint and potential discipline against the offending party."

#### *Ethical Interview Standards*

All of our investigators have undergone criminal history clearance by the California Department of Justice and the Federal Bureau of Investigations in accordance with California Education Code §33192, §33195.3, and §45125.1, which state that a school district, heritage school, or private school may require an entity that has an existing contract with a district to obtain criminal history clearance.

Investigators are trained to handle all manner of complex considerations relating to sensitive personnel and student matters. We skillfully balance confidentiality requirements alongside our firm's commitment to an ethical and transparent investigative process for all parties involved. We are proud to maintain and enforce these internal policies that uphold standards of ethics, such as only interviewing students and minors after the district has acknowledged to parents that our firm intends to interview their student.

**(4) Document and Evidence Review**

With any case, document and evidence review is critical to making thorough and fact-based findings. While the level of documentation varies from case to case, we maintain the same eye for detail whether a case has several pages, or thousands. We are well versed in either scenario and maintain strict adherence to confidentiality and document control procedures. All documents and evidence received are cited in our final report and included as copies in our final comprehensive electronic case file.

It is also a policy at Nicole Miller & Associates that any original documents received during the course of an investigation are returned to the District and/or appropriate recipient at the conclusion of any investigation.

**(5) Research**

Depending on the nature of the investigation, our investigators may deem it prudent to conduct further research beyond witness interviews. The most common types of research include:

- ✓ Background research into public records
- ✓ Internet and social media profiles
- ✓ Contacting relevant third-party witnesses or vendors to provide clarification or background information on a particular issue, without releasing any confidential or protected information that may alert the third-party to concerns.

**(6) Investigator's Findings and Creation of Our Work Product**

Our final work product, consisting of a comprehensive summary of findings and individual interview reports of those interviewed, is prepared in accordance with our firm's reputation for **exceedingly high standards in legally defensible report writing**. We are knowledgeable that our reports may become public record or may be discoverable during any subsequent civil or criminal proceedings.

*Individual Interview Reports*

We create individual interview summaries of each individual interviewed for purposes of the investigation. This interview summary contains a detailed accounting of the items addressed during their interview as well as their factual statements and recollections. These reports also include the investigator's credibility assessment, which touches on how honest and forthcoming the individual appeared during their interview and based on the totality of evidence collected.

*Comprehensive Summary of Findings*

The comprehensive summary of findings is our final work product that amalgamates all information related to the investigation in its entirety, as well as includes the investigator's findings and overall conclusion. The summary includes sections such as:

- **Executive Summary**

The executive summary provides a brief overview of the investigation's purpose, reported allegations, and findings.

- **Investigative Procedures**

Here, we provide information as to who we were retained by, who we interviewed and when, and what documents and evidence were reviewed. We also include information as to why we could not interview relevant witnesses (e.g., the witness refused to participate).

- **Details**

The details section provides a basic description of the events leading up to the investigation and explains why an investigation was initiated. This includes:

- Background of employees involved and any pertinent details of their job duties.
- Documentation of law enforcement involvement or child protective services.
- Timeline of events leading up to the filing of a complaint and the actions taken thus far by administrators or District personnel.
- Statement of purpose (to make factual findings).

- **Credibility Assessments**

We list detailed credibility assessments of the pertinent individuals (complainants; respondents; witnesses). This is critical as some findings may be supported (or not) by the credibility of those involved.

- **Investigator's Findings**

This section will contain the most vital information as it relates the specific allegations made by complainants, the witness statements, and the investigator's specific findings.

Allegations are written based on specific information reported to the investigator during interviews and in any written complaints. Allegations can only contain information that can be factually considered, therefore, perceptions are not considered appropriate allegations. For example, an employee may allege their supervisor is behaving "rudely" toward them because the supervisor used profanity. The investigator could not make a factual finding as to whether the supervisor behaved "rudely," as that is a perception; rather, the investigator would determine if there is sufficient evidence to support a finding the supervisor did or did not in fact use profanity.

As this is considered a civil matter, the investigator is required to base findings on a legal burden of proof known as the "*preponderance of the evidence*." This means an allegation can be substantiated only if the evidence indicates the allegation to be more likely true than not. If the evidence does not meet the standard of proof, the allegation is unsubstantiated. However, the investigator may also indicate the totality of evidence of the investigation renders the allegation plausible, implausible, highly unlikely, or unfounded. Findings may also include consideration of extenuating circumstances, such as the credibility of a respondent's answer to the allegation, or the complaining parties' intent in making the allegation.

- **Ancillary Information**



More often than not, additional information will come to light during the course of an investigation that may or may not be relevant to the matter at hand, but is necessary to bring to the attention of the school district. These items typically involve:

- work performance issues;
- handling of a prior investigation;
- employee perceptions and assessments, including rumors;
- anything that could represent potential future liability; or
- any mitigating circumstances.

▪ **Conclusion**

It is our firm's goal to provide a solid conclusion highlighting what allegations were or were not substantiated, as well as any pertinent information moving forward that may assist our client in making decisions:

- an overview of an employee as reported by their colleagues and supervisors;
- if any of the relevant parties are planning to leave the District or seeking alternate employment;
- if any of the parties are litigious;
- the actions of a supervisor in handling the situation; or
- what the complaining parties/respondents want moving forward in resolution.

Depending on the nature of the concerns, the investigator may also make a conclusive general finding as to whether the totality of evidence suggests the existence of misconduct; harassment; discrimination; or hostile work environment.

**(7) Confidentiality**

Applicable standards of confidentiality are maintained throughout our written work products. We do not include the names or personally identifiable information of any current or former students/parents in our reports, nor do we include any personally identifiable information of District personnel beyond their first and last names. Students and parents are simply referred to as "MALE STUDENT #1" or "FEMALE STUDENT #2" and a separate key is provided to the appropriate District representative containing identifiable information.

**(8) Electronic Case File Compilation**

Upon completion of the investigation, we promptly prepare an electronic DVD case file inclusive of the following PDF items:

- Comprehensive summary of findings
- Individual interview reports
- Documents, emails, exhibits, attachments, and/or any further contributing evidence to the investigation
- Witness key (if applicable)

Two copies of the DVD case file are mailed to the appropriate individual overseeing the investigation on behalf of the district.

**(9) Optional: Presentation of Findings**

Upon conclusion of the investigation and provision of written findings to the district, Nicole Miller & Associates welcomes the opportunity to present the findings in-person to any group recommended by the district. This may include the district's Board of Education; a group of complainants; or students and parents. The information included in each presentation will be at the direction of district personnel and in accordance with applicable confidentiality statutes.



**Nicole Miller**  
President & CEO

*Experience*

After serving as a Deputy Sheriff for the Orange County Sheriff’s Department, Nicole began conducting investigations for school districts as the Chief Investigator for a Southern California investigative firm. She then began her own firm with the goal of continued exceptional service to their many clients served within the State of California. As a licensed private investigator dedicated to her profession and to the citizens of California, Nicole is a Subject Matter Expert for the California Bureau of Security and Investigative Services. She was selected to participate in the development of the occupational analysis for the Bureau’s Private Investigator Qualified Manager Licensing Examination, which is required for licensure in the State of California.

*Expertise*

- Uniform/Human Resource/D.F.E.H. Complaint Investigations: Discrimination; Harassment; Hostile Work Environment; Misconduct; Misappropriation of Funds, Special Education Compliance; etc.
- Well versed in the presentation of results and recommendations to administrators, school boards, and Department committees
- Developing and conducting beginning and advanced training classes for school site administrators and department managers on how to effectively conduct investigations
- Workers’ Compensation AOE/COE



**Martin Hanneman**  
Director, Safety and Security

*Experience*

Martin Hanneman has been providing security services to California’s Educational Institutions for over a decade. After serving as a military pilot in the UK Commando Forces, Martin worked in the field of emergency services, gaining critical experience in multi-agency emergency response operations and disaster relief. Returning to California, Martin became a successful business program manager in the defense industry. Martin’s primary specialty is carrying out vulnerability and risk assessments for organizations and facilities. He has been responsible for carrying out security assessments on many facilities throughout Orange County, including churches, schools, Government facilities, factories and corporate offices, and he currently leads a county wide law enforcement project for improving school security.

*Expertise*

- Implementing protective security, training, and mitigation techniques against active shooter and terrorism threats.
- Training in data assurance, system integrity, network hardening, disaster recovery, digital forensics, security policies and procedures.
- Sworn reserve law enforcement officer and Terrorism Liaison Officer, with extensive training in homeland security policies, procedures and tactics.
- Creation of Risk Management Plans and tactical risk mitigation strategies for the protection of critical infrastructure, operations and major events based on analysis of vulnerabilities and threat security.
- Holds an active security clearance.



*Experience*

Steve Doan is a former Division Commander for the Orange County Sheriff’s Department and his career spanned over 28 years. For seven years, Steve served as the Chief of Police for the City of Laguna Hills, California. His professional experience includes field/ patrol operations, criminal and traffic investigation, special operations, dignitary protection and intelligence, media relations, training, and law enforcement. Since retiring, Steve joined Nicole Miller & Associates, Inc., as a Senior Investigator.

Steve Doan

Senior Investigator, Safety and Security

Expertise

- Uniform Complaints/Human Resource Investigations: Professional misconduct
- Safety and security assessments
- Background investigations
- Personnel recruitment; staffing and deployment; in-service training



Ara RaisDana, J.D., Senior Investigator, Human Resources

Experience

Ara received a Bachelor's Degree in Psychology at the University of Kansas and a Juris Doctor Degree from Thomas Jefferson School of Law. She has utilized her law degree to provide pro bono services to those in need of legal assistance; including mediating small claims cases at the Superior Court of San Diego County, assisting victims of domestic violence at the San Diego Family Justice Center, and providing legal aid at the Orange County Public Law Center. Ara has a keen ability to write well organized factual investigative reports and she is grateful to be in a position that allows her to serve clients as well as the public good.

Expertise

- Uniform Complaints/Human Resource Investigations: Professional Misconduct; Hostile Work Environment; Special Education Compliance; Harassment and Discrimination



Mackenzie Kintz, Senior Investigator, Forensic Analytics

Experience

Mackenzie graduated Cum Laude from California State University, Fullerton, with a Bachelor's Degree in Psychology, and is a member of PSI CHI, the International Honors Society in Psychology. Mackenzie's previous work experience at a large public educational institution in Southern California provided her with a working knowledge of the relationship between administrators, and certificated and classified personnel, as well as the unique set of employment skills and practices that public sector work requires. Mackenzie's natural curiosity and meticulous eye for detail, along with her dedicated, can-do attitude, have proven her a consummate investigator, who above all provides value to clients via her thorough and discerning written work product.

Expertise

- Uniform Complaints/Human Resource Investigations: Information Technology Analysis; Misappropriation of Funds
- AOE/COE Workers' Compensation Investigations
- Background Research and Social Media



Alyssa Jarvis, Senior Investigator, Educational Services and

Experience

Alyssa graduated Cum Laude from the University of Wisconsin-Eau Claire with a Bachelor's Degree in Psychology, and attained her Master's Degree in Marriage and Family Therapy from Wheaton College. With previous experience in social work and family therapy, Alyssa prides herself on maintaining an enthusiastic and compassionate attitude, thereby cultivating a strong rapport with education professionals, students, and parents. Her Graduate degree in Marriage and Family Therapy and passion for interpersonal justice engenders open and effective lines of communication with clients, which further promotes Alyssa's professionalism and impartiality when conducting a wide variety of public sector investigations.

Expertise

- Uniform Complaints/Human Resource Investigations: Special Education; Embezzlement;

Student Relations

Misappropriation of funds; Sexual Harassment; and Enrollment Compliance.



**Lisa Strachan**  
Senior Investigator,  
Administrative and  
Employee Relations

*Experience*

Lisa graduated Cum Laude from California State University, Long Beach, with a Bachelor’s Degree in Journalism and a minor in Speech Communication. Her prior experience in the field of Human Resources has contributed to her knowledge of employment standards and practices, particularly in regard to policy compliance, performance issues and employee relations. Lisa has conducted a wide variety of school district investigations wherein her diligent work ethic and passion for writing are demonstrated by her ability to consistently produce a succinctly written, unbiased and fact-based work product, often within the confines of critical deadlines.

*Expertise*

- Uniform Complaints/Human Resource Investigations: Professional Misconduct; Hostile Work Environment; Bullying and Student Safety; Discrimination and Harassment



**Brittney Hamilton,**  
Senior Investigator

*Experience*

Brittney’s prior experience as a California attorney allowed her to develop keen writing, critical thinking, negotiating, and interpersonal skills; she also became proficient in evaluating large amounts of information for factors vital to any investigation, including factualness, relevancy, and credibility. Brittney’s research skills and versatility have enabled her to successfully conduct an array of investigative services such as surveillance, subpoena service, background checks, social media reviews, and threat assessments. Brittney’s investigations reflect her ability to look beyond obvious conclusions and understand the complete picture when analyzing a body of evidence.

*Expertise*

- Uniform complaints/Human Resource Investigations: Harassment and Discrimination; Hostile Work Environment; Policy and Procedure Review; Use of Force



**Kalene VanHuss,**  
Lead Investigator

*Experience*

With administrative and teaching experience in private educational institutions in Southern California, Kalene has special insight into the organizational and administrative structures of higher education and secondary education institutions. Kalene’s ability to conduct careful, detailed research and approach problems creatively has made her a meticulous investigator. Through her determined communication with both current and former students and employees, and her persistence in locating and assessing large quantities of records and data, Kalene’s investigations have provided sufficient evidence to substantiate extensive history of employee misconduct, including sexual harassment and retaliation. In her numerous investigations involving discrimination and harassment, Kalene has demonstrated drive and determination in pursuing all avenues of the investigation in order to provide Districts with the most thorough findings, thereby allowing the Districts to make informed administrative decisions.

*Experience*

Kristie’s educational background in literature analysis, commitment to impartial fact-finding, and natural



aptitude for analysis ensures that her investigative reports are written with a comprehensive understanding and discerning assessment of all facets of a case. Kristie's past experience working for a civil litigation firm cultivated a skill set in writing objectively while considering the legal implications and liability concerns surrounding an incident. Kristie has conducted numerous investigations involving a wide range of allegations, including misconduct involving students with Individualized Education Programs, misappropriation of funds, harassment, hostile work environment, and teacher-student misconduct. Through the evidence compiled by Kristie in forensic investigations and her thorough analysis of all facts, Districts are provided with a comprehensive report enabling the District to implement any changes to policy or procedure necessary to protect students and District funds.

**Kristie Choi, Lead Investigator**



**Jacqueline Lee, Lead Investigator**

*Experience*

Jacqueline has over a decade of experience working as a journalist during which time she specialized in crime, politics, education and city governance. Her reporting included investigating financial contributions of political candidates at the local, county and national level; building databases to show complex regional patterns of prescription drug overdoses; tracing the impact of tax financing to local businesses and developers; and documenting public employee pension abuses. As an investigator, she has assessed incidents at community colleges and K-12 schools related to employee misconduct, athletic eligibility and Title IX discrimination complaints related to sexual assault, disability and retaliation. Her background as a journalist means her investigations are fair, thorough and accurate, and her writing explains complex findings in accessible prose.

**Criminal History Clearance**

All of our investigators have undergone criminal history clearance by the California Department of Justice and the Federal Bureau of Investigations in accordance with California Education Code §33192, §33195.3, and §45125.1, which state that a school district, heritage school, or private school may require an entity that has an existing contract with a district to obtain criminal history clearance for contractors who come into contact with pupils.

## FEE SCHEDULE

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Service Type	Hourly Rate
<b>INVESTIGATIVE SERVICES</b>	<b>\$150.00</b>
Investigations	
Pre-employment and employment background checks	
Residency verifications	
Witness locating	
School Board Presentations	
Social Media and Online Research	
<b>SAFETY &amp; SECURITY SERVICES</b>	<b>\$150.00</b>
Trainings (Violence in the Workplace; Tactical Search; Armed Shooter Response; Enhanced Situational Awareness)	
School Site Security Audits (CPTED)	
Emergency Management Tabletop and Site Exercises	
Security Assessments (Red Team; Risk and Vulnerability; Threat)	
Covert Mobile / Foot Surveillance and Counter Surveillance Detection	
Special Event Safety and Security Risk Planning	
Special Event Operational Security Management	
Executive Protection	
Electronic Security / Surveillance System Audits	
Emergency Planning Evaluations	
<b>OTHER TERMS</b>	
▪ Round trip mileage from the Nicole Miller & Associates office to a work site is charged at the standard IRS mileage rate of 54.5 cents per mile.	
▪ There are no mark-up charges for materials, supplies, travel expenses, etc., over the actual cost. All receipts will be provided.	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Services from the State of California Department of Justice	
Action:	Request for Approval	

**BACKGROUND**

All employees are required to submit fingerprints as a condition of employment prior to the first day of work. The Rancho Santiago Community College District is authorized to receive state summary criminal history information from the files of the State of California Department of Justice for potential future employees.

**ANALYSIS**

The Human Resources Department seeks the approval of the Board of Trustees to engage in fingerprinting services with the State of California Department of Justice. The fiscal impact of this request is unknown at this time as the cost is driven by the number of future employees utilizing these services.

The Department of Justice invoices the District \$32.00 per report. This amount is reimbursed to the District if the employee is hired and is done by Payroll deduction.

The initial cost for this service will be paid from the Human Resources budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve engaging the State of California Department of Justice to provide fingerprinting and reimbursement services as presented.

Fiscal Impact: Based On Utilization	Board Date: June 25, 2018
Prepared by: Alistair Winer, Assistant Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



Purchase Order List

04/22/2018 thru 05/26/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-B0001403	4/24/2018	71	Student Activities	Other Operating Exp & Services	MICHAEL J MACKENZIE	336.75
18-B0001404	4/24/2018	71	Student Activities	Other Operating Exp & Services	HAVE KITCHEN WILL TRAVEL, INC.	2,586.00
18-B0001405	4/24/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	DRONE WORLD LLC	1,046.95
18-B0001406	4/26/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	7,892.30
18-B0001408	4/30/2018	79	Auxiliary Services Office	Instructional Supplies	EDUCATIONAL TESTING SVC	225.00
18-B0001410	5/2/2018 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	GOLD COAST TOURS	962.40
18-B0001411	5/4/2018 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	4 IMPRINT	598.81
18-B0001412	5/7/2018 1	71	Student Life & Leadership	Other Operating Exp & Services	ALBERTSON'S/SAFEWAY	800.00
18-B0001413	5/7/2018 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	4 IMPRINT	528.61
18-B0001414	5/8/2018 1	79	Kinesiology - Intercol Athlet	Other Operating Exp & Services	NAT'L SPORTS APPAREL LLC	3,150.31
18-B0001416	5/14/2018	71	Student Life & Leadership	Other Operating Exp & Services	SMART & FINAL	1,000.00
18-B0001417	5/14/2018	79	International Student Program	Non-Instructional Supplies	EDUCATIONAL TESTING SVC	225.00
18-B0001419	5/16/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SABERS RENA	5,213.91
18-B0001420	5/17/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MATERIAL HANDLING SUPPLY INC	1,319.43
18-B0001421	5/17/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	CORNER BAKERY/CBC RESTAURANT	700.00
18-B0001422	5/17/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MATERIAL HANDLING SUPPLY INC	788.93
18-B0001423	5/17/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	136.43
18-B0001424	5/18/2018	79	Auxiliary Services Office	Contracted Services	COAST ELECTRIC	1,399.28
18-B0001425	5/18/2018	79	Auxiliary Services Office	Contracted Services	D4 SOLUTIONS INC.	373.14
18-B0001426	5/21/2018	79	Auxiliary Services Office-Dist	Equip-All Other >\$1,000<\$5,000	CUMMINS - ALLISON CORP	3,075.61
18-B0001427	5/21/2018	79	Auxiliary Services Office	Food and Food Service Supplies	ALBERTSON'S/SAFEWAY	300.00
18-B0001428	5/21/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MICHAEL J MACKENZIE	202.46
18-B0001429	5/21/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BRIGHT EVENT RENTALS LLC	103.37
18-B0001430	5/22/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	ON TRACK	389.25
18-B0001431	5/22/2018	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	900.00
18-B0001432	5/22/2018	79	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	350.00
18-B0001434	5/24/2018	79	A&R Office - Credit	Contracted Services	ECS IMAGING INC	7,500.00
18-P0051564	4/23/2018	11	District Wide Technology	Equip-All Other > \$5,000	VPLS SOLUTIONS LLC	55,531.30
18-P0051565	4/23/2018	12	Counseling	Equip-Fed Prgm >\$1,000< \$5,000	SHI INTERNATIONAL CORP	14,134.71
18-P0051566	4/23/2018	12	Center for Teacher Education	Transportation - Student	LUX BUS AMERICA	815.00
18-P0051567	4/23/2018	11	Admin Services Office	Non-Instructional Supplies	US POSTAL METER CENTER INC	321.08
18-P0051568	4/23/2018	12	DSPS	Instructional Supplies	4 IMPRINT	940.42
18-P0051569	4/23/2018	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,454.00
18-P0051570	4/23/2018	11	Chancellor's Office	Inst Dues & Memberships	ORANGE CHAMBER OF COMMERCE	675.00
18-P0051571	4/23/2018	12	Student Development	Supplies Paid for Students	4 IMPRINT	2,087.00
18-P0051572	4/23/2018	12	Pathways to Teaching	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	858.55
18-P0051573	4/23/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	303.46

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04/22/2018 thru 05/26/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051574	4/23/2018	12	Health Sciences Education	Instructional Supplies	MOORE MEDICAL CORP	663.75
18-P0051575	4/23/2018	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,295.08
18-P0051576	4/23/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NAT'L SPORTS APPAREL LLC	8,327.19
18-P0051577	4/23/2018	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	3,796.57
18-P0051578	4/23/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,474.02
18-P0051579	4/23/2018	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	FA DAVIS CO	197.18
18-P0051580	4/23/2018	11	Facility Planning Office	Conference Expenses	CCFC COMMUNITY COLLEGE FACILITY COALITION	193.00
18-P0051581	4/23/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	1,225.24
18-P0051582	4/23/2018	12	Pathways to Teaching	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	772.35
18-P0051583	4/23/2018	12	Pathways to Teaching	Non-Instructional Supplies	AMAZON COM	61.20
18-P0051584	4/24/2018	43	Facility Planning Office	Bldg Impr - Lic/Tax/Agcy Fees	COUNTY OF ORANGE	1,551.00
18-P0051585	4/24/2018	12	Student Equity	Contracted Services	SHENA J YOUNG PSYCHOLOGY CORP	150.00
18-P0051586	4/24/2018	11	Fine & Performing Arts Office	Equip-All Other >\$200 < \$1,000	VARIDESK LLC	851.23
18-P0051587	4/24/2018	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	309.00
18-P0051588	4/24/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	231.75
18-P0051589	4/24/2018	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,284.93
18-P0051590	4/24/2018	12	Student Equity	Food and Food Service Supplies	TIFFANY D. GAUSE	128.24
18-P0051591	4/24/2018	12	Business Division Office	Instructional Supplies	ADAFRUIT INDUSTRIES LLC	94.05
18-P0051592	4/24/2018	12	Business Division Office	Instructional Supplies	SIECHERT & WOOD INC	1,194.49
18-P0051593	4/24/2018	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	STAT NURSING CONSULTANTS INC	400.23
18-P0051594	4/24/2018	12	Health Sciences Education	Instructional Supplies	THOMAS LARRY O	502.33
18-P0051595	4/24/2018	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	185.97
18-P0051596	4/24/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	2,189.46
18-P0051597	4/24/2018	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	310.32
18-P0051598	4/24/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	546.59
18-P0051599	4/24/2018	12	Academic Affairs Office	Instructional Supplies	PARISI & VENTURINI CORP	336.48
18-P0051600	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	THE PROPHET CORPORATION	218.09
18-P0051601	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	MEDCO/PATTERSON MEDICAL	2,639.80
18-P0051602	4/24/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	3,299.84
18-P0051603	4/24/2018	12	Business Division Office	Instructional Supplies	DIMENSION ENGINEERING LLC	275.94
18-P0051604	4/24/2018	12	Geology	Instructional Supplies	VWR FUNDING INC	2,419.49
18-P0051605	4/24/2018	12	Academic Affairs Office	Instructional Supplies	A-M SYSTEMS, LLC	863.75
18-P0051606	4/24/2018	12	Academic Affairs Office	Instructional Supplies	PARISI & VENTURINI CORP	3,646.26
18-P0051607	4/24/2018	12	Business Division Office	Instructional Supplies	MACHINE TOOLS SUPPLY	8,857.47
18-P0051608	4/24/2018	12	Academic Affairs Office	Instructional Supplies	VWR FUNDING INC	4,885.01
18-P0051609	4/24/2018	13	Continuing Education Division	Contracted Services	PAUL GALLAGHER	19,890.00
18-P0051610	4/24/2018	12	Business Division Office	Instructional Supplies	WELLS FARGO BANK	186.95

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Purchase Order List

04/22/2018 thru 05/26/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051611	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HENRY SCHEIN INC	1,818.87
18-P0051612	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NAT'L SPORTS APPAREL LLC	1,464.51
18-P0051613	4/24/2018	12	Academic Affairs Office	Instructional Supplies	PARISI & VENTURINI CORP	645.87
18-P0051614	4/24/2018	11	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	2,489.00
18-P0051615	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HENRY SCHEIN INC	793.32
* 18-P0051616	4/24/2018	11	Fine & Performing Arts Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	396.06
* 18-P0051616	4/24/2018	12	Phillips Hall	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,499.72
PO Amt Total for *18-P0051616 :						3,895.78
18-P0051617	4/24/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	LAURIE SALLINGER	892.87
18-P0051618	4/24/2018	12	Earth Science	Instructional Supplies	VWR FUNDING INC	74.17
18-P0051619	4/24/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	169.36
18-P0051620	4/24/2018	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	439.00
18-P0051621	4/24/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	HANNEMAN TIM	280.52
18-P0051622	4/24/2018	12	Pathways to Teaching	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	638.42
18-P0051623	4/24/2018	12	Athletics	Instructional Supplies	BRET PENNER	278.03
18-P0051624	4/24/2018	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	30.17
18-P0051625	4/24/2018	12	Biology	Reproduction/Printing Expenses	COPY CITY & GRAPHICS	1,036.82
18-P0051626	4/24/2018	12	EOPS	Books Paid for Students	DON BOOKSTORE	182,801.54
18-P0051627	4/24/2018	12	Engineering	Equip-Fed Prgm >\$1,000< \$5,000	SOURCE GRAPHICS	4,399.44
18-P0051628	4/24/2018	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	832.00
18-P0051629	4/24/2018	12	Paralegal	Transportation - Student	SILVERADO STAGES, INC.	577.50
18-P0051630	4/24/2018	12	EOPS	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	300.00
18-P0051631	4/24/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SIDEPATH INC	47,841.00
18-P0051632	4/24/2018	12	Career Education Office	Software License and Fees	CCN FINANCIAL SERVICES INC	4,500.00
18-P0051633	4/24/2018	12	Biology	Equip-w/Contr Svc>\$1,000<\$5000	SOURCE GRAPHICS	4,499.65
18-P0051634	4/25/2018	12	Student Services Office	Conference Expenses	ONE EXCHANGE JC OPERATOR LLC	705.00
18-P0051635	4/25/2018	61	Risk Management	Non-Instructional Supplies	HOME DEPOT	4,000.00
18-P0051636	4/25/2018	12	Student Services Office	Conference Expenses	MIDDLE COLLEGE NATIONAL CONSORTIUM	850.00
18-P0051637	4/25/2018	13	President's Office	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	360.00
18-P0051638	4/25/2018	12	Career Education Office	Conference Expenses	PALOMAR COLLEGE/TTIP SOUTH PROJECT	350.00
18-P0051639	4/25/2018	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	6,942.01
18-P0051640	4/25/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,471.51
18-P0051641	4/25/2018	12	EOPS	Instructional Supplies	DON BOOKSTORE	1,000.00
18-P0051642	4/25/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	193.73
18-P0051643	4/25/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	1,115.15

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Legend: \* = Multiple Funds for this P.O.

Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051644	4/25/2018	12	ACT Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	75.94
18-P0051645	4/25/2018	12	Biology	Instructional Supplies	GILSON INC	3,073.90
18-P0051646	4/25/2018	12	Upward Bound	Food and Food Service Supplies	ALBERTSON'S/SAFEWAY	500.00
18-P0051647	4/25/2018	12	Biology	Instructional Supplies	BIO RAD LABORATORIES	6,077.89
18-P0051648	4/25/2018	12	Engineering	Equip-Fed Prgm > \$5,000	WOLF & ASSOCIATES INC	11,209.10
18-P0051649	4/25/2018	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	AUTOMOTIVE ELECTRONIC SVCS	18,093.38
18-P0051650	4/25/2018	12	Art	Equip-All Other >\$1,000<\$5,000	AARDVARK CLAY & SUPPLIES	8,606.55
18-P0051651	4/25/2018	12	Art	Instructional Supplies	WELLS FARGO BANK	643.57
18-P0051652	4/26/2018	12	Pathways to Teaching	Other Participant Travel Exp	UC BERKELEY	2,638.92
18-P0051653	4/26/2018	12	Career Education Office	Conference Expenses	PALOMAR COLLEGE/TTIP SOUTH PROJECT	575.00
18-P0051654	4/26/2018	11	Distance Education	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	18,348.08
18-P0051655	4/26/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	87.12
18-P0051656	4/26/2018	12	Biology	Equip-All Other >\$200 < \$1,000	C.C. IMEX	2,134.75
18-P0051657	4/26/2018	11	Risk Management	Non-Instructional Supplies	AMAZON COM	35.55
18-P0051658	4/26/2018	12	Biology	Equip-Fed Prgm > \$5,000	VWR FUNDING INC	10,966.80
18-P0051659	4/26/2018	11	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,425.47
18-P0051660	4/26/2018	12	Athletics	Instructional Supplies	POCKET RADAR INC	269.36
18-P0051661	4/26/2018	12	Kinesiology - Health Education	Equip-All Other >\$1,000<\$5,000	FITNESS REPAIR SHOP	9,999.21
18-P0051662	4/26/2018	12	Nursing	Books, Mags & Subscrip-Non-Lib	MOUNTAIN MEASUREMENT INC	350.00
18-P0051663	4/26/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	AMERICAN NATIONAL RED CROSS	261.43
18-P0051664	4/26/2018	12	Biology	Equip-All Other >\$200 < \$1,000	VWR FUNDING INC	4,660.69
18-P0051665	4/26/2018	11	Student Activities	Contracted Services	VILLAGE NURSERIES	1,227.40
18-P0051666	4/26/2018	12	ULINK	Non-Instructional Supplies	4 IMPRINT	500.00
18-P0051667	4/26/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	18,250.00
18-P0051668	4/26/2018	12	Student Equity	Transportation - Student	AIRPORT VAN RENTAL INC	284.76
18-P0051669	4/26/2018	12	Counseling	Food and Food Service Supplies	MY TY INC	2,625.00
18-P0051670	4/26/2018	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	383.61
18-P0051671	4/26/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	8,500.00
18-P0051672	4/26/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	1,000.00
18-P0051673	4/26/2018	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	459.26
18-P0051674	4/26/2018	11	District Wide Technology	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	192.01
18-P0051675	4/26/2018	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	24,987.23
18-P0051676	4/26/2018	41	Administrative Services Office	Contracted Services	SOUTH COAST MECHANICAL INC	14,872.00
18-P0051677	4/27/2018	12	Student Equity	Contracted Services	WILCOXSON DON	500.00
18-P0051678	4/27/2018	13	Maintenance	Contracted Services	MATSON BACKHOE & CONSTRUCTION	9,200.00
18-P0051679	4/27/2018	33	CDC Santa Ana College	Non-Instructional Supplies	HOME DEPOT	1,052.42
18-P0051680	4/27/2018	12	Health & Wellness	Contracted Services	MEDICAL BILLING TECH INC	1,601.93

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Legend: \* = Multiple Funds for this P.O.

Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051681	4/27/2018	11	Digital Media Center	Contracted Services	ORANGE COUNTY FIRE PROTECTION	200.00
18-P0051682	4/27/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	JB BOSTICK CO INC	20,618.00
18-P0051683	4/27/2018	12	Job/Career Placement Center	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	306.19
18-P0051684	4/27/2018	41	Facility Planning Office	Bldg Impr - Relocation/Moving	INTERIOR OFFICE SOLUTIONS	300.00
18-P0051685	4/27/2018	13	Fire Academy	Equip-All Other >\$1,000<\$5,000	COSMED USA, INC.	5,707.84
18-P0051686	4/27/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	SURPLUS TWO WAY RADIOS	83.24
18-P0051687	4/30/2018	12	Safety & Parking - DO	Contracted Services	COMPETITIVE EDGE SOFTWARE	2,160.00
18-P0051688	4/30/2018	12	Small Business Dev Ctr Office	Conference Expenses	IRVINE CHAMBER OF COMMERCE	600.00
18-P0051689	4/30/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	859.85
18-P0051691	4/30/2018	12	EOPS	Advertising	DON BOOKSTORE	2,097.57
18-P0051692	4/30/2018	12	Small Business Dev Ctr Office	District Business/Sponsorships	IRVINE UNIFIED SCHOOL DISTRICT	750.00
18-P0051693	4/30/2018	12	EOPS	Other Exp Paid for Students	SVM LP	3,770.95
18-P0051694	4/30/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	400.00
18-P0051695	4/30/2018	12	EOPS	Advertising	EAGLE GRAPHICS INC	775.39
18-P0051696	4/30/2018	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	1,163.70
18-P0051697	4/30/2018	12	Continuing Education Division	Contracted Services	IMMEL DESIGN INC	2,761.34
18-P0051698	4/30/2018	12	Automotive Technology/Engine	Instructional Supplies	IDSC HOLDINGS LLC	276.96
18-P0051699	4/30/2018	33	EHS Administration	Inst Dues & Memberships	NAT'L HEAD START ASSOC	840.00
18-P0051700	4/30/2018	12	Small Business Dev Ctr Office	Food and Food Service Supplies	HARKISON	1,500.00
18-P0051701	5/1/2018	11	Public Affairs/Gov Rel Office	Contracted Services	CONSTANT CONTACT	1,890.00
18-P0051702	5/1/2018	12	LA/OC Regional Consortia	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,575.49
18-P0051703	5/1/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	286.37
18-P0051704	5/1/2018	12	LA/OC Regional Consortia	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	847.52
18-P0051705	5/1/2018	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	2,121.13
18-P0051706	5/1/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	625.00
18-P0051707	5/1/2018	12	Automotive Technology/Engine	Books, Mags & Subscrip-Non-Lib	AUTOMOTIVE ELECTRONIC SVCS	234.90
18-P0051708	5/1/2018	12	Pathways to Teaching	Non-Instructional Supplies	DON BOOKSTORE	808.13
18-P0051709	5/1/2018	12	Diesel	Instructional Supplies	AUTOMOTIVE ELECTRONIC SVCS	1,911.49
18-P0051710	5/1/2018	12	Automotive Technology/Engine	Instructional Supplies	OPUS INSPECTION INC	51.18
18-P0051711	5/1/2018	12	Academic Affairs Office	Instructional Supplies	MCDOWELL & CRAIG OFFICE SYSTEMS INC	188.56
18-P0051712	5/1/2018	12	LA/OC Regional Consortia	Software License and Fees	WELLS FARGO BANK	73.95
18-P0051713	5/1/2018	11	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	1,500.00
18-P0051714	5/1/2018	12	ACT Center	Non-Instructional Supplies	ACT	24.00
18-P0051715	5/1/2018	12	Pharmacy Technology	Instructional Supplies	HEALTH CARE LOGISTICS INC	1,794.42
18-P0051716	5/1/2018	12	Automotive Technology/Engine	Instructional Supplies	AUTOMOTIVE ELECTRONIC SVCS	2,795.04
18-P0051717	5/1/2018	13	Student Services Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	92.40
18-P0051718	5/1/2018	12	Management	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	832.37

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051719	5/1/2018	12	Athletics	Instructional Supplies	LOCOCO SPORTS INC	2,995.46
18-P0051720	5/1/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	1,750.94
18-P0051721	5/1/2018	12	Family & Consumer Studies	Equip-All Other >\$200 < \$1,000	MIDWEST PRODUCTS, INC.	574.31
18-P0051722	5/1/2018	12	Outreach	Transportation - Student	PLACENTIA YORBA LINDA	622.00
18-P0051723	5/1/2018	12	Counseling	Equip-All Other >\$200 < \$1,000	VARIDESK LLC	808.13
18-P0051724	5/1/2018	12	Financial Aid Office	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	1,050.56
18-P0051725	5/1/2018	33	CDC Centennial Education Ctr	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
18-P0051726	5/1/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	347.88
18-P0051727	5/1/2018	12	Counseling	Food and Food Service Supplies	ALBERTSON'S/SAFEWAY	250.00
18-P0051728	5/1/2018	11	Publications	Non-Instructional Supplies	KELLY PAPER	1,236.97
18-P0051729	5/1/2018	12	Music	Instructional Supplies	WOODWIND & BRASSWIND	1,985.58
18-P0051730	5/1/2018	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	996.62
18-P0051731	5/1/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	20,030.79
18-P0051732	5/1/2018	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,377.44
18-P0051733	5/2/2018	12	Transfer Center	Food and Food Service Supplies	MARTHA C. VARGAS	800.00
18-P0051734	5/2/2018	12	Financial Aid Office	Conference Expenses	WESTERN ASSOC OF STUDENT EMPLOYMENT	698.00
18-P0051735	5/2/2018	12	Financial Aid Office	Conference Expenses	WHITEFISH HOTEL GROUP LLC	462.87
18-P0051736	5/2/2018	12	Safety & Parking - DO	Contracted Services	STOMMEL INC	20,005.96
18-P0051737	5/2/2018	33	EHS Administration	Instructional Supplies	AMAZON COM	532.72
18-P0051738	5/2/2018	12	Financial Aid Office	Conference Expenses	WHITEFISH HOTEL GROUP LLC	282.24
18-P0051739	5/2/2018	12	Transfer Center	Other Participant Travel Exp	RLJ LODGING TRUST MASTER TRS INC	13,376.33
18-P0051740	5/2/2018	12	Human Development	Conference Expenses	PALOMAR COLLEGE/TTIP SOUTH PROJECT	350.00
18-P0051741	5/2/2018	12	Center for Teacher Education	Food and Food Service Supplies	JAY'S CATERING	996.73
18-P0051742	5/2/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	DE LA TORRE COMMERCIAL	11,970.00
18-P0051743	5/2/2018	12	Student Equity	Conference Expenses	TRINITY WALLACE ELLIS	1,249.50
18-P0051744	5/2/2018	11	Human Resources Office	Non-Instructional Supplies	WELLS FARGO BANK	278.02
18-P0051745	5/2/2018	41	Facility Planning Office	Site Improv - Land Survey	MICHAEL BAKER INTL INC	18,700.00
18-P0051746	5/2/2018	12	Business Division Office	Instructional Supplies	INTERWORLD HWY LLC	1,472.71
18-P0051747	5/2/2018	41	Facility Planning Office	Bldg Impr - Splc Ins/Mat Tes	SOUTHWEST INSPECTION	14,482.60
18-P0051748	5/2/2018	11	Maintenance	Repair & Replacement Parts	AMAZON COM	15.33
18-P0051749	5/2/2018	41	Facility Planning Office	Bldg Impr - DSA Project Insp	SANDY PRINGLE ASSOCIATES	29,400.00
18-P0051750	5/2/2018	12	Reprographics	Instructional Supplies	SOUTHWEST PLASTIC BINDING CO	812.65
18-P0051751	5/2/2018	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	1,477.50
18-P0051752	5/2/2018	12	Center for Teacher Education	Transportation - Student	SILVERADO STAGES, INC.	2,000.00
18-P0051753	5/2/2018	12	Safety & Parking - DO	Non-Instructional Supplies	DONALD WENTWORTH	221.60
18-P0051754	5/2/2018	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	906.20
18-P0051755	5/3/2018	33	CDC Centennial Education Ctr	Non-Instructional Supplies	SWSH ARIZONA MFG INC	799.81

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Legend: \* = Multiple Funds for this P.O.

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount	
18-P0051756	5/3/2018	1	33	CDC Centennial Education Ctr	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	1,500.00
18-P0051757	5/3/2018	1	12	Orange Educ Ctr-Instruction	Instructional Supplies	CANON SOLUTIONS AMERICA, INC	213.95
18-P0051758	5/3/2018	1	33	CDC Centennial Education Ctr	Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,500.00
18-P0051759	5/3/2018	1	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,189.08
18-P0051760	5/3/2018	1	41	Facility Planning Office	Bldg Impr - Contractor Svcs	ENVISE	4,523.00
18-P0051761	5/3/2018	1	12	Safety & Parking - DO	Conference Expenses	SKILLPATH SEMINARS	499.00
18-P0051762	5/3/2018	1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	271.77
18-P0051763	5/3/2018	1	41	Facility Planning Office	Site Improv - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	8,730.00
18-P0051764	5/3/2018	1	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	3,807.90
18-P0051765	5/3/2018	1	41	Facility Planning Office	Site Improv - Contractor Svcs	DE LA TORRE COMMERCIAL	9,250.00
18-P0051766	5/3/2018	1	13	Public Affairs/Gov Rel Office	Advertising	RDC, INC.	350.00
18-P0051767	5/3/2018	1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	806.03
18-P0051768	5/3/2018	1	11	District Wide Technology	Equip-All Other > \$5,000	NTH GENERATION COMPUTING INC	50,745.29
18-P0051769	5/3/2018	1	11	Maintenance & Operations	Contracted Repair Services	CLIMATEC LLC	292.50
18-P0051770	5/3/2018	1	11	Maintenance & Operations	Contracted Services	D4 SOLUTIONS INC.	347.28
18-P0051771	5/3/2018	1	11	Maintenance & Operations	Contracted Repair Services	BERNEL INC.	420.00
18-P0051772	5/3/2018	1	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	638.28
18-P0051773	5/3/2018	1	12	Student Equity	Contracted Services	INSTITUTE FOR DEMOCRATIC EDUC & CULTURE	3,200.00
18-P0051774	5/3/2018	1	11	Board of Trustees	Equip-All Other >\$200 < \$1,000	LOCTEK ERGONOMIC	215.49
18-P0051775	5/3/2018	1	11	Board of Trustees	Non-Instructional Supplies	VARIDESK LLC	53.88
18-P0051776	5/3/2018	1	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,208.57
18-P0051778	5/3/2018	1	11	Publications	Equip-All Other >\$1,000<\$5,000	INFORMATION MANAGEMENT DBA: MYBINDING.COM	1,903.58
18-P0051779	5/3/2018	1	12	Biology	Instructional Supplies	VWR FUNDING INC	5,602.14
18-P0051780	5/3/2018	1	12	Biology	Instructional Supplies	EDVOTEK	207.87
18-P0051781	5/3/2018	1	13	Maintenance	Contracted Services	ALLEYCAT DEVELOPMENT INC	12,650.00
18-P0051782	5/3/2018	1	13	Maintenance	Contracted Services	HEID JARED STEPHEN	7,780.00
18-P0051783	5/3/2018	1	12	Kinesiology - Intercol Athlet	Instructional Supplies	CALIFORNIA ULTIMATE DESIGNS	536.34
18-P0051784	5/3/2018	1	13	Santiago Canyon College	Contracted Services	PAINTING & DECOR INC	2,970.00
18-P0051785	5/3/2018	1	13	Maintenance	Contracted Services	SO CAL LAND MAINTENANCE INC	239.21
18-P0051786	5/3/2018	1	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	529.77
18-P0051787	5/3/2018	1	13	Maintenance	Contracted Services	ABBA TERMITE & PEST CONTROL INC	245.00
18-P0051788	5/3/2018	1	12	Family & Consumer Studies	Equip-All Other >\$200 < \$1,000	OMNIPRINT INTERNATIONAL INC	2,987.48
18-P0051789	5/3/2018	1	12	Counseling	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	7,962.25
18-P0051790	5/3/2018	1	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	1,016.91
18-P0051791	5/3/2018	1	13	Distance Education	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	3,098.92
18-P0051792	5/4/2018	1	12	Pathways to Teaching	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	474.10
18-P0051793	5/4/2018	1	12	Music	Instructional Supplies	THE MARIACHI CONNECTION INC.	231.63

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount	
18-P0051794	5/4/2018	1	12	Business Division Office	Instructional Supplies	ROBOTSHOP INC	801.17
18-P0051795	5/4/2018	1	12	Business Division Office	Instructional Supplies	PARALLAX INC	370.88
18-P0051796	5/4/2018	1	12	Center for Teacher Education	Food and Food Service Supplies	JAY'S CATERING	1,340.00
18-P0051797	5/4/2018	1	12	EOPS	Other Exp Paid for Students	THE DRIP COFFEE	1,000.00
18-P0051798	5/4/2018	1	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	555.99
18-P0051799	5/4/2018	1	13	Public Affairs/Gov Rel Office	Other Licenses & Fees	AAA FLAG AND BANNER	165.00
18-P0051800	5/4/2018	1	12	Counseling	Food and Food Service Supplies	MY TY INC	2,250.00
18-P0051801	5/4/2018	1	12	Continuing Education Division	Food and Food Service Supplies	JANET CRUZ-TEPOSTE	340.52
18-P0051802	5/4/2018	1	12	Biology	Instructional Supplies	GILSON INC	2,430.43
18-P0051803	5/4/2018	1	11	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	3,000.00
18-P0051804	5/4/2018	1	12	Purchasing	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	23,194.77
18-P0051805	5/4/2018	1	11	Publications	Non-Instructional Supplies	KELLY PAPER	2,497.89
18-P0051806	5/4/2018	1	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	2,284.12
18-P0051807	5/4/2018	1	13	Educational Services Office	Food and Food Service Supplies	WELLS FARGO BANK	918.04
18-P0051808	5/4/2018	1	12	Foster Youth	Food and Food Service Supplies	CMA RESTAURANTS INC	319.60
18-P0051809	5/4/2018	1	12	Family & Consumer Studies	Instructional Supplies	SAMANTHA J. HERNANDEZ	200.00
18-P0051810	5/4/2018	1	12	Corporate Training Institute	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	75.94
18-P0051811	5/4/2018	1	12	DSPS	Non-Instructional Supplies	PAR PSYCHOLOGICAL ASSESSMENT	85.58
18-P0051812	5/4/2018	1	12	DSPS	Non-Instructional Supplies	NCS PEARSON INC	1,163.59
18-P0051813	5/4/2018	1	11	Transportation	Other Licenses & Fees	CHARGE POINT INC	1,000.00
18-P0051814	5/4/2018	1	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	268.21
18-P0051815	5/4/2018	1	12	SAC Continuing Ed-Instruction	Contracted Services	SCOTT WILLIAM	1,200.00
18-P0051816	5/4/2018	1	11	CJ/Academies	Contracted Repair Services	COAST ELECTRIC	993.60
18-P0051817	5/7/2018	1	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	DELL COMPUTER	572.16
18-P0051818	5/7/2018	1	12	Fine & Performing Arts Office	Instructional Supplies	DEMCO INC	1,860.76
18-P0051819	5/7/2018	1	12	Counseling	Software License and Fees	BRIDGES TRANSITIONS CO	990.00
18-P0051820	5/7/2018	1	33	EHS Administration	Software License and Fees	PARENTS AS TEACHERS NAT'L CENTER	215.00
18-P0051821	5/7/2018	1	33	EHS Administration	Non-Instructional Supplies	AKERS THOMAS	1,708.65
18-P0051822	5/7/2018	1	12	Puente	Transportation - Student	SILVERADO STAGES, INC.	577.50
18-P0051823	5/7/2018	1	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	ALAN FREILICH	10,652.38
18-P0051824	5/7/2018	1	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	3,292.90
18-P0051825	5/7/2018	1	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	24,630.79
18-P0051826	5/7/2018	1	12	Music	Equip-All Other >\$1,000<\$5,000	WOODWIND & BRASSWIND	7,637.33
18-P0051827	5/7/2018	1	12	Pathways to Teaching	Contracted Services	DAVIS BARBER PRODUCTIONS INC	2,431.54
18-P0051828	5/7/2018	1	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,140.00
18-P0051829	5/7/2018	1	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	249.00
18-P0051830	5/7/2018	1	12	EOPS	Books Paid for Students	DON BOOKSTORE	4,000.00

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051831	5/7/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
18-P0051832	5/7/2018	12	Resource Development	Contracted Services	NATHAN M PELLEGRIN	14,600.00
18-P0051833	5/7/2018	12	Professional Development	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	268.51
18-P0051834	5/7/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	154.50
18-P0051835	5/7/2018	11	Resource Development	Contracted Services	QUALITY OFFICE FURNISHINGS INC	2,160.00
18-P0051836	5/7/2018	12	Transfer Center	Transportation - Student	GOLD COAST TOURS	4,748.00
18-P0051837	5/7/2018	11	Broadcast Journalism	Software License and Fees	LIBRARY OF CONGRESS	525.00
18-P0051838	5/7/2018	13	Maintenance	Non-Instructional Supplies	TRANE CO	1,000.00
18-P0051839	5/7/2018	12	Student Equity	Other Exp Paid for Students	SVM LP	1,512.95
18-P0051840	5/7/2018	11	Mailroom	Equip-Vehicles >\$5,000	SOUTHWEST TOYOTA LIFT	35,724.51
18-P0051841	5/7/2018	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	1,082.79
18-P0051842	5/7/2018	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	473.29
18-P0051843	5/8/2018	12	Academic Affairs Office	Conference Expenses	ACADEMIC SENATE FOR	4,470.00
18-P0051844	5/8/2018	12	Academic Affairs Office	Conference Expenses	DAVID VAKIL	540.00
18-P0051846	5/8/2018	11	Business Division Office	Inst Dues & Memberships	AMERICAN BAR ASSOC	1,500.00
18-P0051847	5/8/2018	12	Student Equity	Conference Expenses	STIR FRY SEMINAR & CONSULTING INC	610.73
18-P0051848	5/8/2018	12	Student Equity	Conference Expenses	MELINDA S. WOMACK	300.00
18-P0051849	5/8/2018	12	Student Equity	Conference Expenses	SCOTT S. JAMES	300.00
18-P0051850	5/8/2018	12	Continuing Education Division	Contracted Services	GILBERT & STEARNS INC	2,860.00
18-P0051851	5/8/2018	12	Continuing Education Division	Conference Expenses	TOWN AND COUNTRY RESORTYAND CONVENTION CENTER	681.78
18-P0051852	5/8/2018	12	Career Ed & Work Dev Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	198.02
18-P0051853	5/8/2018	33	EHS Administration	Non-Instructional Supplies	HOME DEPOT	95.32
18-P0051854	5/8/2018	11	International Student Program	Contracted Services	INDEED CONSULTING CORP, INC.	1,400.00
18-P0051855	5/8/2018	11	Safety & Security Office	Non-Instructional Supplies	HOME DEPOT	148.50
18-P0051856	5/8/2018	12	Art	Instructional Supplies	BIG CERAMIC STORE LLC	629.23
18-P0051857	5/8/2018	41	Facility Planning Office	Equip-All Other >\$200 < \$1,000	HAWORTH, INC	2,150.57
18-P0051858	5/8/2018	12	Center for Teacher Education	Contracted Services	GARCIA SARAH	1,500.00
18-P0051859	5/8/2018	41	Facility Planning Office	Site Improv - Other Services	TEAM ONE MANAGEMENT	480.00
18-P0051860	5/8/2018	41	Facility Planning Office	Site Improv - Land Survey	FIRST AMERICAN TITLE CO	1,000.00
18-P0051861	5/8/2018	12	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,144.24
18-P0051862	5/8/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SOL SOURCE, INC.	11,338.39
18-P0051863	5/8/2018	12	Special Services Office	Other Exp Paid for Students	DON BOOKSTORE	323.25
18-P0051864	5/8/2018	12	EOPS	Other Exp Paid for Students	EAGLE GRAPHICS INC	753.44
18-P0051865	5/8/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	1,200.00
18-P0051866	5/8/2018	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0051867	5/8/2018	12	EOPS	Advertising	EAGLE GRAPHICS INC	92.42
18-P0051868	5/8/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SIGNATURE FLOORING INC	48,900.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051869	5/8/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	2,000.00
18-P0051870	5/8/2018	12	EOPS	Fees Paid for Students	ALPHA GAMMA SIGMA HONOR SCHOLARSHIP SOCIETY	353.00
18-P0051871	5/8/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	650.00
18-P0051872	5/8/2018	11	Safety & Security Office	Non-Instructional Supplies	GALLS QUARTERMASTER LLC	183.16
18-P0051873	5/8/2018	12	Engineering	Instructional Supplies	WOLF & ASSOCIATES INC	766.25
18-P0051874	5/8/2018	12	Engineering	Instructional Supplies	MATTER HACKERS INC	350.14
18-P0051875	5/8/2018	12	Engineering	Instructional Supplies	PARALLAX INC	82.12
18-P0051876	5/8/2018	12	Engineering	Instructional Supplies	NEWARK CORP	33.06
18-P0051877	5/8/2018	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	1,150.17
18-P0051878	5/8/2018	12	Special Services Office	Food and Food Service Supplies	DON BOOKSTORE	289.00
18-P0051879	5/8/2018	12	Special Services Office	Other Exp Paid for Students	DON BOOKSTORE	2,241.20
18-P0051880	5/9/2018	13	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	TROXELL COMM INC	4,214.10
18-P0051881	5/9/2018	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,300.00
18-P0051882	5/9/2018	33	EHS Santa Ana College	Non-Instructional Supplies	AMAZON COM	40.24
18-P0051884	5/9/2018	33	EHS Santa Ana College	Non-Instructional Supplies	WELLS FARGO BANK	719.53
18-P0051885	5/9/2018	33	EHS Santa Ana College	Non-Instructional Supplies	WELLS FARGO BANK	421.20
18-P0051886	5/9/2018	33	CDC Santiago Canyon College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	700.00
18-P0051887	5/9/2018	33	CDC Santiago Canyon College	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	1,137.10
18-P0051888	5/9/2018	33	EHS Administration	Non-Instructional Supplies	LOWE'S HOME IMPROVEMENT	500.00
18-P0051889	5/9/2018	11	Maintenance	Repair & Replacement Parts	JOHNSTONE SUPPLY	750.00
18-P0051890	5/9/2018	33	EHS Santa Ana College	Non-Instructional Supplies	AKERS THOMAS	1,572.61
18-P0051891	5/9/2018	11	Purchasing	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	2,590.85
18-P0051892	5/9/2018	33	EHS Administration	Inst Dues & Memberships	REGION 9 HEAD START ASSOC.	250.00
18-P0051893	5/9/2018	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,000.00
18-P0051894	5/9/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
18-P0051895	5/9/2018	12	Student Equity	Non-Instructional Supplies	SWANK MOTION PICTURES INC	1,005.00
18-P0051896	5/9/2018	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	23.69
18-P0051897	5/9/2018	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	429.92
18-P0051898	5/9/2018	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	699.19
18-P0051899	5/9/2018	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	128.61
18-P0051900	5/9/2018	12	EOPS	Food and Food Service Supplies	CHEFS CATERING AND EVENT PLANNING	1,007.46
18-P0051901	5/9/2018	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	379.03
18-P0051902	5/9/2018	12	Special Services Office	Other Exp Paid for Students	SVM LP	1,595.95
18-P0051903	5/9/2018	12	Inmate Education Program	Instructional Supplies	AMAZON COM	1,128.94
18-P0051904	5/9/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	40.49
18-P0051905	5/9/2018	13	CJ/Academies	Contracted Repair Services	HEID JARED STEPHEN	915.00
18-P0051906	5/9/2018	12	Diesel	Software License and Fees	CUMMINS INC	1,797.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051907	5/9/2018	11	Networking	Online Training Courses	OPTIV SECURITY INC	1,635.00
18-P0051908	5/9/2018	12	Resource Development	Software License and Fees	DIGITAL CREW LIMITED	8,400.00
18-P0051909	5/10/2018	11	Distance Education	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	996.15
18-P0051910	5/10/2018	12	Pathways to Teaching	Non-Instructional Supplies	AMAZON COM	217.98
18-P0051911	5/10/2018	12	Counseling	Food and Food Service Supplies	MY TY INC	1,875.00
18-P0051912	5/10/2018	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,992.03
18-P0051913	5/10/2018	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	1,417.50
18-P0051914	5/10/2018	12	Continuing Education Division	Non-Instructional Supplies	APCO GRAPHICS INC	346.99
18-P0051915	5/10/2018	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,500.00
18-P0051916	5/10/2018	12	Orientation/Coord/Training	Non-Instructional Supplies	CART KING INTERNATIONAL HOLDING INC	1,167.67
18-P0051917	5/10/2018	11	Safety & Security Office	Online Training Courses	WEST COAST CONSULTING GROUP INC	11,250.00
18-P0051918	5/10/2018	11	Purchasing	Advertising	CALIFORNIA NEWSPAPERS PARTNERSHIP	3,000.00
18-P0051919	5/10/2018	11	Safety & Security Office	Contracted Services	ENTENMANN ROVIN CO	730.46
18-P0051920	5/10/2018	41	Facility Planning Office	Bldg Impr - Materials OFIBO	HALLPASS CAPITAL INC	125,564.38
18-P0051921	5/10/2018	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	10,250.00
18-P0051922	5/10/2018	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	349.94
18-P0051923	5/10/2018	13	Continuing Education Division	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	8,317.47
18-P0051924	5/10/2018	41	Facility Planning Office	Buildings - Modular, Lease Pur	CLASS LEASING, LLC	8,560.00
18-P0051925	5/10/2018	12	Pharmacy Technology	Instructional Supplies	RX SYSTEMS, INC	336.02
18-P0051926	5/10/2018	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	725.51
18-P0051927	5/10/2018	12	Kinesiology - Physical Educ	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	285.00
18-P0051928	5/10/2018	12	EOPS	Food and Food Service Supplies	SMART & FINAL	1,200.00
18-P0051929	5/10/2018	13	Maintenance	Contracted Services	KAISER ROBERT	7,984.38
18-P0051930	5/10/2018	12	Nursing	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	131.32
18-P0051931	5/10/2018	12	Pathways to Teaching	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	756.00
18-P0051932	5/10/2018	11	District Wide Technology	Software Support Service-Fixed	SARS SOFTWARE PRODUCTS INC	500.00
18-P0051933	5/10/2018	12	Nursing	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	2,379.95
18-P0051934	5/10/2018	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	4,064.47
18-P0051935	5/10/2018	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	2,783.00
18-P0051936	5/10/2018	11	International Student Program	Courier/Delivery Services	FEDEX	219.96
18-P0051937	5/10/2018	12	Orange Educ Ctr-Instruction	Software License and Fees	PATON GROUP	3,663.50
18-P0051938	5/10/2018	12	Music	Instructional Supplies	SWEETWATER SOUND	199.33
18-P0051939	5/11/2018	13	Transportation	Equip-Vehicles >\$5,000	TED JONES FORD, INC.	55,988.37
18-P0051940	5/11/2018	12	Nursing	Equip-All Other >\$200 < \$1,000	POCKET NURSE	1,261.10
18-P0051941	5/11/2018	12	Nursing	Online Training Courses	LAERDAL MEDICAL CORP	2,880.00
18-P0051942	5/11/2018	12	Biology	Instructional Supplies	B & H PHOTO VIDEO INC	1,002.10
18-P0051943	5/11/2018	12	Counseling	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	238.95

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051944	5/11/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	6,509.27
18-P0051945	5/11/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	2,042.22
18-P0051946	5/11/2018	12	Engineering	Equip-Fed Prgm >\$1,000< \$5,000	SOURCE GRAPHICS	4,792.18
18-P0051947	5/11/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	POCKET NURSE	3,048.53
18-P0051948	5/11/2018	13	Distance Education	Equip-All Other >\$200 < \$1,000	DELL COMPUTER	466.09
18-P0051949	5/14/2018	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	267.73
18-P0051950	5/14/2018	12	Safety & Parking - DO	Software License and Fees	COMPETITIVE EDGE SOFTWARE	10,800.00
18-P0051951	5/14/2018	12	Family & Consumer Studies	Equip-Fed Prgm > \$5,000	PERRY LYTTON	11,852.50
18-P0051952	5/14/2018	12	Pathways to Teaching	Books, Mags & Subscrip-Non-Lib	AMAZON COM	669.56
18-P0051953	5/14/2018	12	EOPS	Other Exp Paid for Students	SVM LP	8,772.80
18-P0051954	5/14/2018	12	Pathways to Teaching	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	3,212.30
18-P0051955	5/14/2018	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	2,449.27
18-P0051956	5/14/2018	11	Maintenance	Non-Instructional Supplies	GREEN'S SECURITY CTR INC	200.00
18-P0051957	5/14/2018	12	Transfer Center	Food and Food Service Supplies	LASCARIS RESTAURANT GROUP INC	498.40
18-P0051958	5/14/2018	12	Center for Teacher Education	Non-Instructional Supplies	ABSOLUTELY FLOWERS & BALLOONS	324.00
18-P0051959	5/14/2018	12	Foster Youth	Food and Food Service Supplies	LASCARIS RESTAURANT GROUP INC	568.94
18-P0051960	5/14/2018	11	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	4,200.00
18-P0051961	5/14/2018	12	Athletics	Instructional Supplies	3CFCA	285.00
18-P0051962	5/14/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HALO BRANDED SOLUTIONS INC	1,135.95
18-P0051963	5/14/2018	12	Foster Youth	Food and Food Service Supplies	SYLVIA V. SANCHEZ	609.60
18-P0051964	5/14/2018	12	LA/OC Regional Consortia	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	825.37
* 18-P0051965	5/14/2018	12	Geology	Transportation - Student	SILVERADO STAGES, INC.	205.00
* 18-P0051965	5/14/2018	13	Santiago Canyon College	Transportation - Student	SILVERADO STAGES, INC.	2,000.00
PO Amt Total for *18-P0051965 :						2,205.00
18-P0051966	5/14/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	650.00
18-P0051967	5/14/2018	12	Inmate Education Program	Instructional Supplies	SEHI COMPUTER PRODUCTS	790.50
18-P0051968	5/14/2018	12	ULINK	Food and Food Service Supplies	FRANKS PHILADELPHIA SANDWICHES	1,080.36
18-P0051969	5/14/2018	12	Counseling	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,766.84
18-P0051970	5/14/2018	12	Counseling	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,722.00
18-P0051971	5/14/2018	12	Puente	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	598.53
18-P0051972	5/15/2018	41	Facility Planning Office	Buildings - Contractor Svcs	SOL SOURCE, INC.	3,650.00
18-P0051973	5/15/2018	11	Student Activities	Non-Instructional Supplies	ALADDIN GIFT FLOWERS	544.13
18-P0051974	5/15/2018	11	CJ/Academies	Contracted Repair Services	TENNANT SALES & SVC CO	1,384.01
18-P0051975	5/15/2018	12	Student Equity	Food and Food Service Supplies	JAY'S CATERING	434.00
18-P0051976	5/15/2018	12	Student Equity	Conference Expenses	HAYDEH KAVEH	995.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051977	5/15/2018	11	Information Tech Svcs Office	Conference Expenses	TECH CONFERENCES LLC	1,590.00
18-P0051978	5/15/2018	12	Talent Search	Contracted Services	UC REGENTS	5,130.00
18-P0051979	5/15/2018	12	Distance Education	Software License and Fees	LINK-SYSTEMS INTERNATIONAL INC	3,015.20
18-P0051980	5/15/2018	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	202.59
18-P0051981	5/15/2018	12	Talent Search	Contracted Services	MARCO A. RAMIREZ	3,552.00
18-P0051982	5/15/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	2,413.00
18-P0051983	5/15/2018	12	Distance Education	Software License and Fees	LINK-SYSTEMS INTERNATIONAL INC	13,944.00
18-P0051984	5/15/2018	12	Talent Search	Fees Paid for Students	MARCO A. RAMIREZ	912.00
18-P0051985	5/15/2018	12	Biology	Equip-All Other > \$5,000	BIO RAD LABORATORIES	5,365.39
18-P0051986	5/15/2018	12	Upward Bound	Other Participant Travel Exp	TUCSON SEASIDE LLC	7,156.90
18-P0051987	5/15/2018	12	Automotive Technology/Engine	Contracted Services	D4 SOLUTIONS INC.	351.29
18-P0051988	5/15/2018	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	520.33
18-P0051989	5/15/2018	11	Student Activities	Contracted Services	SANTA ANA HIGH SCHOOL MARCHING BAND BOOSTERS	700.00
18-P0051990	5/15/2018	12	Financial Aid Office	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	194.99
18-P0051991	5/15/2018	12	Distance Education	Food and Food Service Supplies	CHERYLEE S. KUSHIDA	199.54
18-P0051992	5/15/2018	11	Student Activities	Contracted Services	VIDEO ENGINEERING SERVICES	200.00
18-P0051993	5/15/2018	13	Maintenance	Contracted Repair Services	RELIABLE ICE EQUIPMENT INC	171.91
18-P0051994	5/15/2018	13	Maintenance	Contracted Repair Services	BOYD & ASSOCIATES	125.00
18-P0051995	5/15/2018	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	511.06
18-P0051996	5/15/2018	12	Health & Wellness Center	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	532.06
18-P0051997	5/15/2018	13	Maintenance	Contracted Repair Services	SO CAL LAND MAINTENANCE INC	403.02
18-P0051998	5/15/2018	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,012.16
18-P0051999	5/15/2018	12	Talent Search	Fees Paid for Students	DON BOOKSTORE	88.00
18-P0052000	5/15/2018	13	Santiago Canyon College	Contracted Services	RAMCO REFRIGERATION & AIR	768.42
18-P0052001	5/15/2018	12	Health & Wellness Center	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	1,146.53
18-P0052002	5/15/2018	12	Talent Search	Non-Instructional Supplies	HOUSE OF TROPHIES & AWARDS INC	593.16
18-P0052003	5/15/2018	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	900.00
18-P0052004	5/15/2018	12	Talent Search	Contracted Services	CERTIFIED TRANSPORTATIONS	2,794.38
18-P0052005	5/15/2018	13	Maintenance	Contracted Services	MOHAWK COMMERCIAL, INC.	2,316.98
18-P0052006	5/15/2018	12	Talent Search	Contracted Services	GOLD COAST TOURS	5,111.00
18-P0052007	5/15/2018	11	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	759.64
18-P0052008	5/15/2018	79	Exercise Sci & Athletic Office	Non-Instructional Supplies	D3 SPORTS INC.	114.36
18-P0052009	5/15/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	1,576.69

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Legend: \* = Multiple Funds for this P.O.

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 18-P0052010	5/15/2018	12	Upward Bound	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	57.75
* 18-P0052010	5/15/2018	13	Santiago Canyon College	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	2,135.00
PO Amt Total for *18-P0052010 :						2,192.75
18-P0052011	5/15/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	GOLDEN GATE STEEL INC	159,636.00
18-P0052012	5/15/2018	12	Dance	Instructional Supplies	LEANN D. ALDUENDA	2,883.91
18-P0052013	5/16/2018	12	Student Equity	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	500.00
18-P0052014	5/16/2018	12	Art	Instructional Supplies	SAMY'S CAMERA	598.76
18-P0052015	5/16/2018	12	Communications Studies Instr	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,065.65
18-P0052016	5/16/2018	12	Orange Educ Ctr-Instruction	Software License and Fees	EDCLUB INC	176.50
18-P0052017	5/16/2018	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	870.00
18-P0052018	5/16/2018	12	Student Equity	Conference Expenses	ELIZABETH BERGARA	500.00
18-P0052019	5/16/2018	12	Pharmacy Technology	Equip-All Other >\$200 < \$1,000	NEW TECH COMPUTER SYSTEMS	5,429.11
18-P0052020	5/16/2018	12	Financial Aid Office	Non-Instructional Supplies	AMAZON COM	126.89
18-P0052021	5/16/2018	33	CDC Administration	Non-Instructional Supplies	AMAZON COM	142.19
18-P0052022	5/16/2018	12	Student Equity	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	500.00
18-P0052023	5/16/2018	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	6,591.28
18-P0052024	5/16/2018	12	Welding	Instructional Supplies	THE LINCOLN ELECTRIC COMPANY	5,454.84
18-P0052025	5/16/2018	12	Student Equity	Conference Expenses	ALEXANDRIA A. VEGA	500.00
18-P0052026	5/16/2018	12	Fresh Exp/Learning Communities	Food and Food Service Supplies	JAY'S CATERING	709.74
18-P0052027	5/16/2018	12	Professional Development	Other Participant Travel Exp	AIRPORT VAN RENTAL INC	1,203.72
18-P0052028	5/16/2018	12	Financial Aid Office	Food and Food Service Supplies	THE HABIT RESTAURANT, LLC	1,119.75
18-P0052029	5/16/2018	12	Fine & Performing Arts Office	Instructional Supplies	JACK RICHESON COMPANY INC	395.95
18-P0052030	5/16/2018	12	Dance	Instructional Supplies	HEATHER K. GILLETTE	3,525.45
18-P0052031	5/16/2018	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	165.11
18-P0052032	5/16/2018	12	Research	Conference Expenses	MARTA GHEORGHE	656.00
18-P0052033	5/16/2018	12	Career Ed & Work Dev Office	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	975.00
18-P0052034	5/16/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	15,400.00
18-P0052035	5/16/2018	12	Career Ed & Work Dev Office	Conference Expenses	EMBASSY SUITES	621.75
18-P0052036	5/16/2018	12	Continuing Education Division	Advertising	TAM GLOBAL LLC	55.00
18-P0052037	5/16/2018	12	Career Ed & Work Dev Office	Conference Expenses	UNIV OF NORTHERN COLORADO	850.00
18-P0052038	5/16/2018	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	198.27
18-P0052039	5/16/2018	12	Career Education Office	Food and Food Service Supplies	SMART & FINAL	1,000.00
18-P0052040	5/16/2018	12	Student Equity	Conference Expenses	UC REGENTS	419.15
18-P0052041	5/16/2018	12	Student Equity	Transportation - Student	AIRPORT VAN RENTAL INC	55.13
18-P0052042	5/16/2018	13	Maintenance	Contracted Services	VORTEX INDUSTRIES	2,450.00

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052043	5/17/2018	11	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	495.00
18-P0052044	5/17/2018	13	Maintenance	Contracted Services	VORTEX INDUSTRIES	3,250.00
18-P0052045	5/17/2018	12	Safety & Parking - DO	Contracted Services	METROPRO TOWING INC	90.00
18-P0052046	5/17/2018	41	Facility Planning Office	Site Improv - Splc Ins/Mat Tes	TWINING LABORATORIES OF	37,915.00
18-P0052047	5/17/2018	41	Facility Planning Office	Bldg Impr - Haz Mat	CONVERSE CONSULTANTS	23,978.00
18-P0052048	5/17/2018	13	Maintenance	Equip-All Other > \$5,000	YALE CHASE	26,643.67
18-P0052049	5/17/2018	11	CJ/Academies	Contracted Services	AMERICAN CITY PEST CONTROL INC	430.00
18-P0052050	5/17/2018	12	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	230.00
18-P0052051	5/17/2018	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	MORSCO SUPPLY, LLC	2,444.62
18-P0052052	5/18/2018	33	EHS Administration	Conference Expenses	INSTITUTE FOR HEALTHCARE ADVACEMENT	698.00
18-P0052053	5/18/2018	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	HOME DEPOT	2,075.46
18-P0052054	5/18/2018	12	Biology	Instructional Supplies	TAKARA BIO USA INC	1,307.01
18-P0052055	5/18/2018	12	Fire Academy	Instructional Supplies	MORTARA INSTRUMENT	2,057.29
18-P0052056	5/18/2018	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	430.92
18-P0052057	5/18/2018	11	Facility Planning Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	325.52
18-P0052058	5/18/2018	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	685.96
18-P0052059	5/18/2018	12	Student Equity	Other Exp Paid for Students	RSCCD	1,449.00
18-P0052060	5/18/2018	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	2,300.00
18-P0052061	5/18/2018	12	Student Equity	Advertising	TAM GLOBAL LLC	55.00
18-P0052062	5/18/2018	12	LA/OC Regional Consortia	Conference Expenses	OCBC ORANGE CTY BUS COUNCIL	85.00
18-P0052063	5/18/2018	12	Outreach	Transportation - Student	PLACENTIA YORBA LINDA	300.00
18-P0052064	5/18/2018	12	Outreach	Transportation - Student	PLACENTIA YORBA LINDA	314.00
18-P0052065	5/18/2018	12	Outreach	Transportation - Student	TUSTIN UNIFIED SCHOOL DISTRICT	306.14
18-P0052066	5/18/2018	12	SAC Continuing Ed-Instruction	Contracted Services	MEGAN O. IRVINE DBA OC-CPR.NET	660.00
18-P0052067	5/18/2018	12	Automotive Technology/Engine	Equip-Vehicles >\$5,000	DWWSA, INC.	35,777.12
18-P0052068	5/21/2018	11	Board of Trustees	Conference Expenses	ACCT ASSOC OF COMMUNITY	940.00
18-P0052069	5/21/2018	11	Board of Trustees	Conference Expenses	ACCT ASSOC OF COMMUNITY	940.00
18-P0052070	5/21/2018	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	68.52
18-P0052071	5/21/2018	41	Facility Planning Office	Bldgs- Constructability Review	IDS GROUP INC	90,000.00
18-P0052072	5/21/2018	12	Upward Bound	Contracted Services	CHAPMAN UNIVERSITY	28,005.00
18-P0052073	5/21/2018	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	150.84
18-P0052074	5/21/2018	33	EHS Santa Ana College	Non-Instructional Supplies	SMART & FINAL	200.00
18-P0052075	5/21/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SR BRAY LLC	610.00
18-P0052076	5/21/2018	12	Welding	Instructional Supplies	VIRGINIA M. WITMER	1,145.86
18-P0052077	5/21/2018	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,189.34
18-P0052078	5/21/2018	11	Maintenance & Operations	Contracted Services	CLIMATEC LLC	290.00
18-P0052079	5/21/2018	11	Maintenance	Repair & Replacement Parts	KNORR SYSTEMS INC	153.01

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052080	5/21/2018	11	Safety & Security Office	Non-Instructional Supplies	SOS SURVIVAL PRODUCTS	585.24
18-P0052081	5/21/2018	11	Broadcast Journalism	Instructional Supplies	B & H PHOTO VIDEO INC	11,236.93
18-P0052082	5/22/2018	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	800.00
18-P0052083	5/22/2018	11	Maintenance	Contracted Repair Services	THYSSENKRUPP ELEVATOR CORP	617.00
18-P0052084	5/22/2018	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	1,380.00
18-P0052085	5/22/2018	12	Student Equity	Food and Food Service Supplies	TIFFANY D. GAUSE	150.44
18-P0052086	5/22/2018	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	900.00
18-P0052087	5/22/2018	12	EOPS	Food and Food Service Supplies	JAY'S CATERING	1,059.54
18-P0052088	5/22/2018	12	Pharmacy Technology	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	585.63
18-P0052089	5/22/2018	12	DSPS Office	Non-Instructional Supplies	SABERS RENA	2,271.80
18-P0052090	5/22/2018	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	927.00
18-P0052091	5/22/2018	12	Student Equity	Transportation - Student	SILVERADO STAGES, INC.	840.00
18-P0052092	5/22/2018	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,257.36
18-P0052093	5/22/2018	41	Facility Planning Office	Buildings - Commissioning	3QC INC	95,000.00
18-P0052094	5/22/2018	12	Fire Technology	Instructional Supplies	WELLS FARGO BANK	376.05
18-P0052095	5/23/2018	12	Family & Consumer Studies	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	818.90
18-P0052096	5/23/2018	33	CDC Administration	Non-Instructional Supplies	AKERS THOMAS	413.77
18-P0052097	5/23/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	128.80
18-P0052098	5/23/2018	12	Student Development	Food and Food Service Supplies	DEISY COVARRUBIAS	652.50
18-P0052099	5/23/2018	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	150.00
18-P0052100	5/23/2018	12	Fire Technology	Instructional Supplies	M F ATHLETIC COMPANY INC	4,648.80
18-P0052101	5/23/2018	11	District Wide Technology	Software License and Fees	WELLS FARGO BANK	359.88
18-P0052102	5/23/2018	12	Family & Consumer Studies	Equip-Fed Prgm >\$1,000< \$5,000	SCREEN PRINTERS RESOURCE, INC.	11,873.37
18-P0052103	5/23/2018	12	Human Svcs & Technology Office	Instructional Supplies	DIX METALS	4,475.95
18-P0052104	5/23/2018	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	1,000.00
18-P0052105	5/24/2018	11	Maintenance & Operations	Non-Instructional Supplies	MORSCO SUPPLY, LLC	75.35
* 18-P0052106	5/24/2018	12	Academic Affairs Office	Equip-All Other >\$200 < \$1,000	PCE PRODUCTIONS INC.ÝPACIFIC COAST ENTERTAINMENT	48.17
* 18-P0052106	5/24/2018	13	Santiago Canyon College	Equip-All Other >\$200 < \$1,000	PCE PRODUCTIONS INC.ÝPACIFIC COAST ENTERTAINMENT	2,047.94
PO Amt Total for *18-P0052106 :						2,096.11
18-P0052107	5/24/2018	12	Talent Search	Other Participant Travel Exp	OAKLAND MARRIOTT	16,521.00
18-P0052108	5/24/2018	12	Talent Search	Food and Food Service Supplies	MARCO A. RAMIREZ	5,472.00
18-P0052109	5/24/2018	11	Library Services	Library Books - Databases	EBSCO	59.92
18-P0052110	5/24/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	NAT'L HISPANIC BUSINESS WOMEN ASSOC	1,000.00
18-P0052111	5/24/2018	12	Fine & Performing Arts Office	Instructional Supplies	HEATHER K. GILLETTE	317.43
18-P0052112	5/24/2018	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,454.00

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052113	5/24/2018	12	Pharmacy Technology	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	584.01
18-P0052114	5/24/2018	12	Physics	Instructional Supplies	PASCO SCIENTIFIC	1,859.75
18-P0052115	5/25/2018	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	5,550.00
18-P0052116	5/25/2018	11	Publications	Contracted Repair Services	INLAND CUTTER SERVICE INC	309.90
18-P0052117	5/25/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF CORONA	1,491.00
18-P0052118	5/25/2018	12	Safety & Parking - DO	Contracted Services	GRUVER ERIC W.	2,125.00
18-P0052119	5/25/2018	13	CJ/Academies	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	708.00
18-P0052120	5/25/2018	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	699.30
18-P0052121	5/25/2018	12	Administrative Services Office	Contracted Services	BEN'S ASPHALT INC	8,999.00
18-P0052122	5/25/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	950.00
18-P0052123	5/25/2018	12	Professional Development	Conference Expenses	AMERICAN ASSOCIATION OF STATE COLLEGES	930.00
18-P0052124	5/25/2018	12	Upward Bound	Fees Paid for Students	OLD MISSION SAN JUAN CAPISTRANO	390.00
18-P0052125	5/25/2018	12	Upward Bound	Supplies Paid for Students	ROMELIA MADRIGAL	1,300.00
18-P0189398	4/27/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	38,851.00
18-P0189399	4/27/2018	12	Resource Development	Contracted Services	WEST HILLS COMMUNITY COLLEGE DISTRICT	20,000.00
18-P0189400	4/27/2018	12	Resource Development	Contracted Services	KERN COMMUNITY COLLEGE DISTRICT	20,000.00
18-P0189401	4/27/2018	12	Resource Development	Contracted Services	KERN COMMUNITY COLLEGE DISTRICT	20,000.00
18-P0189402	4/27/2018	12	Educational Services Office	Contracted Services	INTERGRATIVE IMPACT LLC	100,000.00
18-P0189403	5/8/2018 1	11	District Wide Technology	Software Support Service-Fixed	BLACKBOARD INC	33,000.00
18-P0189404	5/8/2018 1	12	Resource Development	Contracted Services	LONG BEACH CITY COLLEGE	800,818.00
18-P0189405	5/25/2018	12	Resource Development	Contracted Services	CERRITOS COMMUNITY COLLEGE DISTRICT	470,871.00
18-P0189406	5/8/2018 1	12	Resource Development	Contracted Services	PASADENA AREA COMMUNITY COLLEGE DISTRICT	22,550.00
18-P0189407	5/8/2018 1	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	92,000.00
18-P0189408	5/9/2018 1	12	Resource Development	Contracted Services	LOS RIOS COMM COLLEGE DIST	20,000.00
18-P0189409	5/9/2018 1	12	Resource Development	Contracted Services	COLLEGE OF THE CANYONS	50,000.00
18-P0189410	5/9/2018 1	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	GOODWILL INDUSTRIES OF ORANGE COUNT	16,875.00
18-P0189411	5/9/2018 1	12	Resource Development	Contracted Services	ECONOMIC MODELING SPECIALISTS	9,000.00
18-P0189412	5/15/2018	12	Resource Development	Contracted Services	CHAFFEY COMMUNITY COLLEGE DISTRICT	440,000.00
18-P0189413	5/15/2018	12	Resource Development	Contracted Services	MIRA COSTA COMMUNITY COLLEGE DISTRICT	17,150.00
18-P0189414	5/15/2018	12	Resource Development	Contracted Services	GROSSMONT-CUYAMACA CMTY CLG DIST	7,320.00
18-P0189415	5/21/2018	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF SANTA ANA	25,000.00
<b>Grand Total :</b>						<b>4,620,316.19</b>

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000684	4/22/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$97.44
GM-CAF000685	4/30/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$220.38
GM-CAF000686	5/7/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$215.76
GM-CAF000687	5/1/2018	31	SAC Bookstore	General Merchandise	MELODEE ICE CREAM	\$169.00
GM-CAF000688	5/4/2018	31	SAC Bookstore	General Merchandise	MELODEE ICE CREAM	\$170.50
GM-CAF000693	4/24/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,486.05
GM-CAF000694	4/27/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,044.40
GM-CAF000695	5/3/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,031.95
GM-CAF000696	5/5/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,505.10
GM-CAF000697	5/8/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,211.45
GM-CAF000701	4/24/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,115.32
GM-CAF000702	4/26/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,390.47
GM-CAF000703	5/1/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$639.48
GM-CAF000704	5/3/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$760.90
GM-CAF000705	5/7/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,867.54
GM-CAF000710	4/23/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,513.13
GM-CAF000711	5/16/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,171.39
GM-CAF000712	4/30/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,595.22
GM-CAF000713	5/2/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,924.81
GM-CAF000714	5/7/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,233.85
GM-CAF000715	5/9/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$939.65
GM-CAF000716	5/11/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,406.55
GM-CAF000717	5/15/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,334.63
GM-CAF000718	5/14/2018	31	SAC Bookstore	General Merchandise	A&E DISTRIBUTION	\$698.50
GM-CAF000719	5/11/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,342.70
GM-CAF000720	5/14/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$914.47
GM-CAF000721	5/16/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,240.47
GM-CAF000722	5/17/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,125.01
GM-CAF000723	5/16/2018	31	SAC Bookstore	General Merchandise	A&E DISTRIBUTION	\$260.20
GM-CAF000724	5/21/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$248.70
GM-CAF000725	5/21/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$778.59
GM-CAF000726	5/16/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$928.55
GM-CAF000727	5/18/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$845.80
GM-CAF000728	5/20/2018	31	SAC Bookstore	General Merchandise	A&E DISTRIBUTION	\$451.93
GM-CAF000730	5/25/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,240.70
GM-CAF000731	5/26/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$520.90

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002854	4/23/2018	31	SAC Bookstore	General Merchandise	SCANTRON CORP	\$1,110.00
GM-DON002855	5/7/2018	31	SAC Bookstore	General Merchandise	ROARING SPRING	\$833.76
GM-DON002857	5/24/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$432.00
GM-DON002858	5/24/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$479.52
GM-EXPR001404	4/23/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$451.20
GM-EXPR001405	4/30/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$193.32
GM-EXPR001406	5/7/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$272.76
GM-EXPR001411	4/24/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,529.29
GM-EXPR001412	4/27/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,769.04
GM-EXPR001413	5/3/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,182.29
GM-EXPR001414	5/5/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,628.60
GM-EXPR001415	5/8/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,391.75
GM-EXPR001419	4/24/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,515.37
GM-EXPR001420	4/26/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$880.96
GM-EXPR001421	5/1/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$962.34
GM-EXPR001422	5/3/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,183.67
GM-EXPR001423	5/7/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,198.98
GM-EXPR001427	5/16/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,019.11
GM-EXPR001428	4/25/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,221.55
GM-EXPR001429	4/30/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,694.93
GM-EXPR001430	5/2/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,018.11
GM-EXPR001431	5/7/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,593.05
GM-EXPR001432	5/11/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$2,162.26
GM-EXPR001433	5/15/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$618.63
GM-EXPR001434	5/11/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$140.88
GM-EXPR001435	5/14/2018	31	SAC Bookstore	General Merchandise	A&E DISTRIBUTION	\$691.90
GM-EXPR001436	5/11/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,577.00
GM-EXPR001437	5/9/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$763.02
GM-EXPR001438	5/14/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$733.37
GM-EXPR001439	5/16/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$755.53
GM-EXPR001440	5/17/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,100.05
GM-EXPR001441	5/21/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$278.76
GM-EXPR001442	5/18/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,000.16
GM-EXPR001443	5/16/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,029.55
GM-EXPR001444	5/18/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,104.60
GM-EXPR001446	5/26/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$715.30
GM-EXPR001447	5/22/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,102.87

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK002631	4/23/2018	31	SCC Bookstore	General Merchandise	PENS ETC.	\$546.68
GM-HAWK002632	4/23/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$145.88
GM-HAWK002633	4/23/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$63.00
GM-HAWK002634	4/23/2018	31	SCC Bookstore	General Merchandise	MELODEE ICE CREAM	\$166.00
GM-HAWK002635	4/23/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,167.45
GM-HAWK002636	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$519.81
GM-HAWK002637	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,045.15
GM-HAWK002638	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$512.10
GM-HAWK002639	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$686.21
GM-HAWK002640	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$502.67
GM-HAWK002641	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$410.54
GM-HAWK002642	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$504.02
GM-HAWK002643	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$540.84
GM-HAWK002644	4/23/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$9.96
GM-HAWK002645	4/26/2018	31	SCC Bookstore	General Merchandise	LXG	\$151.20
GM-HAWK002646	4/30/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,343.36
GM-HAWK002647	5/1/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$653.29
GM-HAWK002648	5/2/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$144.81
GM-HAWK002649	5/3/2018	31	SCC Bookstore	General Merchandise	BALLOONS EVERYWHERE	\$247.57
GM-HAWK002650	5/3/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,171.88
GM-HAWK002651	5/7/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,029.87
GM-HAWK002652	5/7/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$675.44
GM-HAWK002653	5/8/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$504.75
GM-HAWK002654	5/8/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$150.60
GM-HAWK002655	5/9/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$82.40
GM-HAWK002656	5/10/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$520.50
GM-HAWK002657	5/10/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$717.66
GM-HAWK002658	5/15/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$445.32
GM-HAWK002659	5/15/2018	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$82.50
GM-HAWK002660	5/16/2018	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$445.00
GM-HAWK002661	5/16/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,257.02
GM-HAWK002662	5/17/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$446.62
GM-HAWK002663	5/17/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$638.21
GM-HAWK002664	5/22/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$523.01
GM-HAWK002665	5/22/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$266.22
GM-HAWK002666	5/23/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$40.00
GM-HAWK002667	5/23/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$941.03

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK002668	5/25/2018	31	SCC Bookstore	General Merchandise	NEIL ENTERPRISES	\$274.00
GM-HAWK002669	5/25/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,056.12
GM-HAWK002670	5/25/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$866.67
TX-CEC000477	5/2/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$3,715.20
TX-CEC000478	5/2/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$4,657.00
TX-CEC000479	5/2/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$4,297.50
TX-CEC000480	5/2/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$4,298.55
TX-CEC000482	5/8/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$2,793.95
TX-CEC000483	5/8/2018	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,233.00
TX-CEC000484	5/8/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$1,905.00
TX-CEC000485	5/8/2018	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$2,440.00
TX-CEC000486	5/8/2018	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$235.00
TX-CEC000487	5/17/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$4,880.00
TX-CEC000488	5/17/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$169.90
TX-CEC000489	5/23/2018	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$179.40
TX-DON005059	4/23/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$2.23
TX-DON005060	4/23/2018	31	SAC Bookstore	Textbook	SCOTT GLABB	\$897.00
TX-DON005063	5/7/2018	31	SAC Bookstore	Textbook	WEST GROUP	\$678.00
TX-HAWK003820	4/25/2018	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$14.65
TX-HAWK003821	4/25/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$30.51
TX-HAWK003822	5/1/2018	31	SCC Bookstore	Textbook	AMAZON	\$74.97
TX-HAWK003823	5/1/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$21.12
TX-HAWK003824	5/1/2018	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$45.44
TX-HAWK003825	5/10/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$1,717.20
TX-HAWK003826	5/15/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$4,255.00
TX-HAWK003827	5/15/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,490.40
TX-HAWK003828	5/22/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$2,433.97
TX-HAWK003829	5/22/2018	31	SCC Bookstore	Textbook	ACS DIVCHED EXAM INST.	\$200.00
TX-HAWK003830	5/22/2018	31	SCC Bookstore	Textbook	HAYDEN-MCNEIL	\$349.65
TX-HAWK003831	5/22/2018	31	SCC Bookstore	Textbook	AMAZON	\$1,866.82
TX-HAWK003832	5/22/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$354.00
TX-HAWK003833	5/22/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$7,530.60
TX-HAWK003834	5/22/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,734.80
TX-HAWK003835	5/22/2018	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$554.09
TX-HAWK003836	5/22/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$186.90
TX-HAWK003837	5/22/2018	31	SCC Bookstore	Textbook	MORTON	\$648.48

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<b>P.O. #</b>	<b>Date</b>	<b>Fund</b>	<b>Department</b>	<b>Description</b>	<b>Vendor Name</b>	<b>Amount</b>
TX-HAWK003838	5/22/2018	31	SCC Bookstore	Textbook	KENDALL PUBLISHING	\$1,007.70
TX-HAWK003839	5/22/2018	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$783.80
TX-HAWK003840	5/22/2018	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$872.04
TX-HAWK003841	5/22/2018	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$542.64
TX-HAWK003842	5/22/2018	31	SCC Bookstore	Textbook	NORTON, INC.	\$4,505.00
TX-HAWK003843	5/22/2018	31	SCC Bookstore	Textbook	BLUEDOOR	\$3,588.50
TX-HAWK003844	5/22/2018	31	SCC Bookstore	Textbook	VISTA HIGHER LEARNING	\$5,436.00
TX-HAWK003845	5/23/2018	31	SCC Bookstore	Textbook	MPS FORMERLY VHPS	\$969.90
<b>Grand Total :</b>						<b>\$171,068.24</b>

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

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**Legend:** \* = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 22, 2018 THROUGH MAY 26, 2018  
BOARD MEETING OF JUNE 25, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0051564	\$55,531.30	Exagrid server and five year customer support and product maintenance.	DO- ITS	Received Quotations: *1. VPLS Solutions, LLC 2. Transource Services Corp *Successful Bidder
18-P0051609	\$19,890.00	Independent Contractor to complete the second phase of a secure part-time instructor absense reporting and substitute assignment system.	SAC- SCE	Board Approved: April 23, 2018
18-P0051626	\$182,801.54	Book vouchers for Santa Ana College EOPS students	SAC- EOPS	Requisition approved by Christine Leon on April 19, 2018
18-P0051631	\$47,841.00	Network switches	DO- ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board Approved: February 23, 2015
18-P0051649	\$18,093.38	Automotive diagnostic kits	SAC- Automotive Technology	Received Quotations: *1. Automotive Electronic Services 2. TEquipment.net *Successful Bidder
18-P0051654	\$18,348.08	HP laptop computers and extended warranties	SCC- Instructional Design	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
18-P0051667	\$18,250.00	Supply cards for Santa Ana College EOPS Students	SAC- EOPS	Requisition approved by Christine Leon on April 17, 2018

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18-P0051675	\$24,987.23	Wireless accesspoints and wall mounts to be installed Districtwide	DO- ITS	Received Quotations: *1. CDW-Government, Inc. 2. Newegg Business *Successful Bidder
18-P0051682	\$20,618.00	Parking lot repairs to damaged asphalt at the District Operations Center	DO- Facility Planning	Received Quotations: *1. JB Bostick Company, Inc. 2. Ben's Asphalt, Inc. 3. Newbuild Construction and Restoration *Successful Bidder
18-P0051731	\$20,030.79	Student supplies for Santa Ana College EOPS Program to distribute in Fall 2018	SAC- EOPS	Requisition approved by Christine Leon on April 17, 2018
18-P0051736	\$20,005.96	Installation of vehicle interior and exterior equipment and accessories	DO- Safety	Received Quotations: *1. Lehr Auto-Anaheim 2. CDCE, Inc. *Successful Bidder
18-P0051745	\$18,700.00	Consultant to provide land surveying services for the District Office.	DO- Facility Planning	Board Approved: April 23, 2018
18-P0051749	\$29,400.00	Consultant to provide Inspector of Record services for the Hammond Hall window replacement project	DO- Facility Planning	Board Approved: April 23, 2018
18-P0051768	\$50,745.29	Various HP Enterprise computer components for Santa Ana College room A119	DO- ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
4.24 (25) 18-P0051804	\$23,194.77	Recycling stations to be stationed Districtwide in conjunction with the CalRecycle Beverage Container Recycling Grant	DO- Purchasing	Received Quotations: *1. Advantage West GPS 2. Grainger *Successful Bidder
18-P0051825	\$24,630.79	Fixed dome cameras for Districtwide installation	DO- ITS	Received Quotations: *1. Golden Star Technology, Inc. 2. American Security Group *Successful Bidder

18-P0051840	\$35,724.51	Toyota electric lift truck	DO- Warehouse	Received Quotations: *1. Southwest Toyota Lift 2. Cal-Lift *Successful Bidder
18-P0051868	\$48,900.00	Replacement flooring in Chavez Building at Santa Ana College	DO- Facility Planning	Received Quotations: *1. Signature Flooring, Inc. 2. Moore Flooring, Inc. *Successful Bidder
18-P0051920	\$125,564.38	Lighting fixtures for Prop 39, year 5 lighting at Santa Ana College, Santiago Canyon College, and OC Sheriff's Regional Training Academy	DO- Facility Planning	Purchased from the Foundation for California Community Colleges Administrative Services Agreement #CB 15-011 Board Approved: January 22, 2018
18-P0051939	\$55,988.37	Two 2018 Ford Transit Cargo Vans	SAC- Maintenance and Operations	Received Quotations: *1. Ken Grody Ford 2. Carmenita Truck Center 3. Villa Ford *Successful Bidder
18-P0052011	\$159,636.00	Barrier removal exterior path of travel project, phase 2A at Santiago Canyon College	DO- Facility Planning	Bid #1341 Board Approved: April 23, 2018
18-P0052034	\$15,400.00	Raising of the storm drain catch basin near U-100 at Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. Newbuild Construction & Restoration 2. Golden Gate Construction *Successful Bidder
18-P0052046	\$37,915.00	Consultant for special inspection and material testing services for the Barrier Removal Exterior Phase 1 Parking project at Santiago Canyon College	DO- Facility Planning	Board Approved: May, 14, 2018
18-P0052047	\$23,978.00	Consultant for hazardous material construction monitoring for the Hammond Hall Window Replacement project at Santa Ana College	DO- Facility Planning	Board Approved: May, 14, 2018

18-P0052048	\$26,643.67	Two 2018 Taylor Dunn electric burden carrier carts	SCC- Maintenance and Operations	Received Quotations: *1. Yale Chase 2. Prestige Golf Carts * Successful Bidder
18-P0052067	\$35,777.12	Two 2018 Honda Fit Sports with manual transmission	SAC- Automotive Technology	Received Quotations: *1. Freeway Honda 2. Hardin Honda *Successful Bidder
18-P0052071	\$90,000.00	Consultant for constructability review services for the Russell Hall Replacement project at Santa Ana College	DO- Facility Planning	Board Approved: May 14, 2018
18-P0052072	\$28,005.00	Lodging fees for participants to attend the Upward Bound Math and Science Summer Residential program at Chapman University	SCC- Upward Bound	Conference Request Claim approved by John Hernandez on May 16, 2018
18-P0052093	\$95,000.00	Consultant for commissioning consulting services for the Russell Hall Replacement Project at Santa Ana College	DO- Facility Planning	Board Approved: June 11, 2018
18-P0052107	\$16,521.00	Lodging fees for Santa Ana College Talent Search Student Affair participants for the Northern California Univeristy tour	SAC- Talent Search	Conference Request Claim approved by Linda Rose on May 8, 2018
18-P0189398	\$38,851.00	Agreement with Los Angeles Community College District on behalf of the Los Angeles Harbor College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018
18-P0189399	\$20,000.00	Agreement with West Hills Community College District on behalf of the West Hills College Lemoore to participate in an Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project	DO- Grants	Board Approved: March 26, 2018

18-P0189400	\$20,000.00	Agreement with Kern Community College District on behalf of the Porterville College to participate in an Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project	DO- Grants	Board Approved: March 26, 2018
18-P0189401	\$20,000.00	Agreement with Kern Community College District on behalf of the Bakersfield College to participate in an Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project	DO- Grants	Board Approved: March 26, 2018
18-P0189402	\$100,000.00	Agreement with Integrative Impact, LLC to participate in an Industry Sector Projects in Common (ISPIC), the IT/BIW Guided Pathway Project	DO- Grants	Board Approved: March 26, 2018
18-P0189403	\$33,000.00	Blackboard hosted archive environment	DO- ITS	Board Approved: April 23, 2018
18-P0189404	\$800,818.00	Sub-Agreement with Long Beach Community College District on behalf of the Long Beach City College to implement Round 2 of the Strong Workforce Program	DO- Grants	Board Approved: February 27, 2017
18-P0189405	\$470,871.00	Sub-Agreement with Cerritos Community College District on behalf of the Cerritos College to implement Round 2 of the Strong Workforce Program	DO- Grants	Board Approved: February 27, 2017
18-P0189406	\$22,550.00	Agreement with Pasadena Area Community College District on behalf of the Pasadena City College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018

18-P0189407	\$92,000.00	Agreement with North Orange County Community College District on behalf of the Fullerton College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018
18-P0189408	\$20,000.00	Agreement with Los Rios Community College District on behalf of the Consumnes River College to participate in an Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project	DO- Grants	Board Approved: March 26, 2018
18-P0189409	\$50,000.00	Agreement with Santa Clarita Community College District on behalf of the College of the Canyons to participate in an Industry Sector Projects in Common (ISPIC), the ICT/Digital Media Faculty Development Conference Support project	DO- Grants	Board Approved: April 23, 2018
18-P0189410	\$16,875.00	Agreement with Goodwill Industries of Orange County for instructional services	SCC- Continuing Education	Board Approved: December 4, 2017
18-P0189412	\$440,000.00	Agreement with Chaffey Community College District on behalf of the Sector Navigator for Industry Sector Projects in Common: Energy, Construction & Utilities	DO- Grants	Board Approved: February 26, 2018
18-P0189413	\$17,150.00	Agreement with Mira Costa Community College District on behalf of the Mira Costa College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018
18-P0189415	\$25,000.00	Instructional agreement with the City of Santa Ana for law enforcement training	SAC- OCSRТА	Board Approved: July 17, 2017

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<b><u>Fiscal Year 2017/2018</u></b>		
1. Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (District) - <i>Augmentation</i> Sub-award to RSCCD's Orange County Small Business Development Center (SBDC) from the OC/Inland Empire SBDC Lead Center, hosted by California State University, Fullerton, the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Capital Infusion Program (CIP) grant, to assist small businesses and entrepreneurs obtain access to capital and to provide funding for one-on-one business consulting services. (17/18). <i>The match required is 1:1 at \$20,000 that consists of SBDC's SBA/CSUF federally funded business experts at \$12,000 and other program costs at \$8,000.</i>	05/30/2018	\$20,000
<b><u>Fiscal Year 2018/2019</u></b>		
2. Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) Funds from the California Community Colleges Chancellor's Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (18/19). <i>No match required.</i>	07/01/2018	\$894,480
3. Career and Technical Education Act (CTEA) Title I-C CTE Transitions (District/SAC/SCC) Funds from the California Community Colleges Chancellor's Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (18/19). <i>No match required.</i>	07/01/2018	\$82,754

Fiscal Impact: \$3,856,967	Board Date: June 25, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. Fiscal Agent for the Regional Consortia (District) Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the Regional Consortia for fiscal year 2018/19, funded by the Perkins Career and Technical Education Act, Title 1B. Each of the seven regions in the state of California have a Regional Consortium to serve as a hub for career education program planning and development, workforce and economic development, partnership development with industry, business, workforce development partners, and K-12 and higher education leaders, and to facilitate and support implementation of grant and policy initiatives on a regional basis. (18/19). <i>No match required.</i>	07/01/2018	\$2,070,000
5. Nursing Program Support Grant (SAC) Grant award from the California Community Colleges Chancellor's Office, Nursing and Allied Health Division to increase enrollment capacity, retention and program completion rates, and the number of nursing students who pass the state licensing exam. (18/19). <i>No match required.</i>	07/01/2018	\$207,358
6. Saint Joseph Hospital On-Site Associate Degree Nursing Program (SAC) Sub-award from the St. Joseph Hospital to establish an educational and clinical training site at the hospital and to increase the number of students in SAC's Nursing Program over a two-year funding cycle. (18/19, 19/20). <i>No match required.</i>	07/01/2018	\$134,875
7. Santa Ana Middle College High School (SAC) Funds from the California Community Colleges Chancellor's Office to continue the existing Middle College High School, which provides a supportive, academically challenging environment for high ability, at risk youth leading to be a rich high school education, independence and success in college and beyond. (18/19). <i>The match required is 1-to-1. Santa Ana Unified School District will provide the entire amount of the required match via the MCHS Principal's salary and benefits.</i>	07/01/2018	\$100,000
8. Song-Brown Health Care Workforce Training Program – Registered Nurse Education : Capitation for Associate Degree Nursing Program (SAC) Grant award from the Office of Statewide Health Planning and Development to provide a registered nurse education program to ten (10) full-time nursing students during a two-year funding cycle. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per student per contract year. (18/19, 19/20). <i>No match is required.</i>	05/29/2018	\$200,000
9. Song-Brown Health Care Workforce Training Program – Registered Nurse Education : Special Program for Associate Degree Nursing Program (SAC) Grant award from the Office of Statewide Health Planning and Development to support grant funded staff that include a student services coordinator and clinical teaching assistants that will assist first semester nursing students.	06/04/2018	\$125,000

Fiscal Impact: \$3,856,967	Board Date: June 25, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
The coordinator will provide support to students through a case management model to identify student needs, evaluate student efforts, and coordinate strategies to improve student success. The clinical teaching assistants will reduce attrition by working with nursing students in both the clinical setting and simulation lab. (18/19, 19/20). <i>No match is required.</i>		

10. Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) (SAC)	06/11/2018	\$22,500
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Funds from the U.S. Department of Health & Human Services through the California Department of Social Services. The Foundation for California Community Colleges provides centralized fiscal and administrative services to community college districts to help foster youth successfully transition into adulthood. SAC will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (18/19). *Match required is \$41,434 that will be met entirely by SAC certified staff in-kind contributions.*

**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: \$3,856,967	Board Date: June 25, 2018
Item Prepared by: Maria N. Gil, Senior 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 #2216**  
**NAME: Governor's Office of Business & Economic Development (GO-Biz) -**  
**Capital Infusion Program (CIP) Grant - Orange County SBDC (District)**  
**FISCAL YEAR 2017/2018**

Contract Period: 07/01/2017 - 6/30/2018

Contract Amount: \$80,000

Augmentation (Amend 1): \$20,000

Total Award \$100,000

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: SB2017SBDC-L4

Sub-Award #: S-6623-RSCCD

PROJ. ADM.: Ruth Cossio-Muniz

PROJ. DIR.: David Calderon

Date: 6/5/2018

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12 2216 000000 50000 8659	Other Reimb Categorical Allow : District Oper		80,000		100,000		20,000
12_2216_684000_53410_2345	Professional Experts : Small Business Dev Ctr Business Experts @ \$45/hr. x 1,721.25 hrs.	61,965		77,456		15,491	
12 2216 684000 53410 3215	PERS - Non-Instructional : Small Business Dev	9,624		11,813		2,189	
12 2216 684000 53410 3315	OASDHI - Non-Instructional : Small Business D	3,842		4,802		960	
12 2216 684000 53410 3325	Medicare - Non-Instructional : Small Business	898		1,123		225	
12 2216 684000 53410 3335	PARS - Non-Instructional : Small Business Dev	0		212		212	
12 2216 684000 53410 3435	H & W - Retiree Fund Non-Inst : Small Busines	2,246		2,812		566	
12 2216 684000 53410 3515	SUI - Non-Instructional : Small Business Dev	31		39		8	
12 2216 684000 53410 3615	WCI - Non-Instructional : Small Business Dev	1,394		1,743		349	
	<b>Total 2216 FY 17/18 GO-Biz CIP</b>	<b>80,000</b>	<b>80,000</b>	<b>100,000</b>	<b>100,000</b>	<b>20,000</b>	<b>20,000</b>

The match required is 1:1 at \$100,000 that consists of SBDC's SBA/CSUF federally funded project staff at \$60,000 and other program costs at \$40,000.

12-1323-684000-53410-2320	Classified Employees - Hourly : Small Business Business Experts @ \$45/hr. x 1,032.75 hrs.	46,474
12-1323-684000-53410-3xxx	Benefit rate at 29.111%	13,526
12-1323-684000-53410-5xxx	Program Marketing: advertising, marketing, publication and community outreach	20,000
	Client Trainings - workshops for small business clients	10,000
	Administration - cost of training business counselors	10,000
<b>Eff. 1/1/18 project #12-1324</b>	<b>Total Match SBA/CSUF SBDC</b>	<b>100,000</b>

5.1 (4)

**SPECIAL PROJECT DETAILED BUDGET #1801**  
**NAME: CTE IC - Administration & Partnership Development**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$44,724

PROJ. ADM. Erique Perez  
 PROJ. DIR. Sarah Santoyo

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/07/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1801-000000-50000-8170	VTEA : District Operations		52,069		44,724	7,345	
12-1801-675000-53345-5210	Conference Expenses : Resource Development	-		2,220		2,220	
12-1801-679000-53345-2130	Classified Employees : Resource Development	34,447		25,120			9,327
12-1801-679000-53345-3215	PERS - Non-Instructional : Resource Developme	5,768		4,537			1,231
12-1801-679000-53345-3315	OASDHI - Non-Instructional : Resource Develop	2,056		1,583			473
12-1801-679000-53345-3325	Medicare - Non-Instructional : Resource Devel	482		370			112
12-1801-679000-53345-3415	H & W - Non-Instructional : Resource Developm	6,790		5,965			825
12-1801-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Deve	1,205		927			278
12-1801-679000-53345-3515	SUI - Non-Instructional : Resource Developmen	19		13			6
12-1801-679000-53345-3615	WCI - Non-Instructional : Resource Developmen	748		575			173
12-1801-679000-53345-3915	Other Benefits - Non-Instruct : Resource Deve	554		414			140
12-1801-679000-53345-4610	Non-Instructional Supplies : Resource Develop	-		500		500	
12-1801-679000-53345-6412	Equip - Fed Prgm >\$1,000<\$5,000 : Resource Dev	-		2,500		2,500	
<b>Total Project 1801 VTEA/CTE IC-Adm Partnershp Dev</b>		<b>52,069</b>	<b>52,069</b>	<b>44,724</b>	<b>44,724</b>	<b>12,565</b>	<b>12,565</b>

5.1 (5)

**SPECIAL PROJECT DETAILED BUDGET #1802**  
**NAME: CTE IC - Automotive Technology (SAC-0948.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$121,956

PROJ. ADM. Bart Hoffman  
 PROJ. DIR. Noemi English

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/11/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1802-000000-10000-8170	VTEA : Santa Ana College		71,098		121,956		50,858
12-1802-094800-15751-4310	Instructional Supplies : Automotive Technolog	5,650		-			5,650
12-1802-094800-15751-6413	Equip-Fed Prgm > \$5,000 : Automotive Technolo - Camera kit upgrade - Full System upgrade	-		121,956		121,956	
12-1802-094800-15751-6423	Equip-Vehicles > \$5,000	61,730		-			61,730
12-1802-619000-15751-2320	Classified Employees - Hourly : Automotive Te	3,418		-			3,418
12-1802-619000-15751-3325	Medicare - Non-Instructional : Automotive Tec	50		-			50
12-1802-619000-15751-3335	PARS - Non-Instructional : Automotive Technol	47		-			47
12-1802-619000-15751-3435	H & W - Retiree Fund Non-Inst : Automotive Te	124		-			124
12-1802-619000-15751-3515	SUI - Non-Instructional : Automotive Technolo	2		-			2
12-1802-619000-15751-3615	WCI - Non-Instructional : Automotive Technolo	77		-			77
<b>Total Project 1802 VTEA/CTE IC-C/I Auto Tech</b>		<b>71,098</b>	<b>71,098</b>	<b>121,956</b>	<b>121,956</b>	<b>121,956</b>	<b>121,956</b>

5.1 (6)

**SPECIAL PROJECT DETAILED BUDGET #1803**  
**NAME: CTE IC - Business Applications & Technology (BAT) (SAC-0514.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$39,000

PROJ. ADM. Madeleine Grant  
 PROJ. DIR. Dory Dumon

*Prime Sponsor: US Dept. of Education*  
*Fiscal Agent: CCC Chancellor's Office*  
*CFDA #: 84.048A; Grant Agreement # 18-C01-042*

Date: 06/12/18

GL Accounts	Description	Debit	Credit
12-1803-000000-10000-8170	VTEA : Santa Ana College		39,000
12-1803-051400-15120-6412	Equip-Fed Program >\$1,000 <\$5,000 : BAT	4,800	
12-1803-051400-15120-6421	Equip - Tablet/Laptop >\$200 <\$1,000 : BAT	34,200	
<b>Total Project 1803 - CTE IC - Business Applications &amp; Technology</b>		<b>39,000</b>	<b>39,000</b>

5.1 (7)

**SPECIAL PROJECT DETAILED BUDGET #1805**  
**NAME: CTE IC - Digital Media Arts (SAC-0614.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$7,622

PROJ. ADM. Eve Kikawa  
 PROJ. DIR. Stephanie Clark

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Debit	Credit
12-1805-000000-10000-8170	VTEA : Santa Ana College		7,622
12-1805-061400-15513-4310	Instructional Supplies : Graphics	687	
<a href="#">12-1805-061400-15513-6412</a>	Equip-Fed Program >\$1,000 <\$5,000 : Graphics	6,935	
<b>Total Project 1805 - CTE OC - Digital Media Arts</b>		<b>7,622</b>	<b>7,622</b>

5.1 (8)

**SPECIAL PROJECT DETAILED BUDGET #1809**  
**NAME: CTE IC - Machining and Machine Tools (SAC-0956.30)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$90,000

PROJ. ADM. Bart Hoffman  
 PROJ. DIR. Michael Buechler

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Debit	Credit
12-1809-000000-10000-8170	VTEA : Santa Ana College		90,000
<a href="#">12-1809-095630-15755-6413</a>	Equip-Fed Program >\$5,000	90,000	
<b>Total Project 1805 - Machining &amp; Machine Tools</b>		<b>90,000</b>	<b>90,000</b>

5.1 (9)

**SPECIAL PROJECT DETAILED BUDGET #1810**  
**NAME: CTE IC - Registered Nursing (SAC-1230.10)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$51,373

PROJ. ADM. M. Priest  
 PROJ. DIR. Dale Mixer

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1810-000000-10000-8170	VTEA : Santa Ana College		57,809		51,373	6,436	
12-1810-123010-16640-2420	Inst Assistant - Hourly : Nursing	5,762		11,845		6,083	
12-1810-123010-16640-3321	Medicare - Instructional : Nursing	88		172		84	
12-1810-123010-16640-3331	PARS - Instructional : Nursing	79		154		75	
12-1810-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	221		430		209	
12-1810-123010-16640-3511	SUI - Instructional : Nursing	3		6		3	
12-1810-123010-16640-3611	WCI - Instructional : Nursing	137		266		129	
12-1810-123010-16640-4310	Instructional Supplies : Nursing	6,985		9,000		2,015	
12-1810-123010-16640-5950	Software License and Fees : Nursing	11,000		-			11,000
12-1810-123010-16640-6412	Equip-Fed Prgm >\$1,000< \$5,000 : Nursing	5,650		28,000		22,350	
12-1810-123010-16640-6413	Equip-Fed Prgm > \$5,000 : Nursing	27,884		-			27,884
12-1810-675000-16640-5210	Conference Expenses : Nursing	-		1,500		1,500	
<b>Total Project 1810 VTEA/CTE IC-C/I Nursing RN</b>		<b>57,809</b>	<b>57,809</b>	<b>51,373</b>	<b>51,373</b>	<b>38,884</b>	<b>38,884</b>

5.1 (10)

**SPECIAL PROJECT DETAILED BUDGET #1814**  
**NAME: CTE IC - SCC Support Services - Across CTE Program (SCC)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$55,207

PROJ. ADM. Von Lawson  
 PROJ. DIR. Elizabeth Arteaga

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Account	Description	Tentative budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1814-000000-20000-8170	VTEA : Santiago Canyon Coll		81,277		55,207	26,070	
12-1814-000009-20000-8170	VTEA : Santiago Canyon Coll		3,353		-	3,353	
12-1814-613000-27110-2310	Classified Employees - Ongo	11,996		9,497			2,499
12-1814-613000-27110-3215	PERS - Non-Instructional :	2,124		1,714			410
12-1814-613000-27110-3315	OASDHI - Non-Instructional	744		589			155
12-1814-613000-27110-3325	Medicare - Non-Instructiona	174		138			36
12-1814-613000-27110-3435	H & W - Retiree Fund Non-In	436		345			91
12-1814-613000-27110-3515	SUI - Non-Instructional : M	6		5			1
12-1814-613000-27110-3615	WCI - Non-Instructional : M	270		214			56
12-1814-619000-25205-2310	Classified Employees - Ongo	17,710		17,710		-	-
12-1814-619000-25205-3215	PERS - Non-Instructional :	3,135		3,199		64	
12-1814-619000-25205-3315	OASDHI - Non-Instructional	1,098		1,098		-	-
12-1814-619000-25205-3325	Medicare - Non-Instructiona	257		257		-	-
12-1814-619000-25205-3435	H & W - Retiree Fund Non-In	643		643		-	-
12-1814-619000-25205-3515	SUI - Non-Instructional : C	9		9		-	-
12-1814-619000-25205-3615	WCI - Non-Instructional : C	398		398		-	-
12-1814-619000-25205-4610	Non-Instructional Supplies	-		500		500	
12-1814-619000-25205-5100	Contracted Services : Caree	11,159		5,000			6,159
12-1814-619000-25205-5300	Inst Dues & Memberships : C	1,000		-			1,000
12-1814-631000-29325-1435	Int/Sum - Counselors,Part-T	2,753		-			2,753
12-1814-631000-29325-3115	STRS - Non-Instructional :	397		-			397
12-1814-631000-29325-3325	Medicare - Non-Instructiona	40		-			40

5.1 (11)



**SPECIAL PROJECT DETAILED BUDGET #1814**  
**NAME: CTE IC - SCC Support Services - Across CTE Program (SCC)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$55,207

PROJ. ADM. Von Lawson  
 PROJ. DIR. Elizabeth Arteaga

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Account	Description	Tentative budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1814-631000-29325-3435	H & W - Retiree Fund Non-In	100		-			100
12-1814-631000-29325-3515	SUI - Non-Instructional : C	1		-			1
12-1814-631000-29325-3615	WCI - Non-Instructional : C	62		-			62
12-1814-632000-25205-5800	Advertising : Career Educat	5,000		-			5,000
12-1814-632000-25205-5940	Reproduction/Printing Expen	2,500		1,500			1,000
12-1814-675000-25205-4710	Food and Food Service Suppl	1,000		1,000		-	-
12-1814-675000-25205-5210	Conference Expenses : Caree	20,618		10,391			10,227
12-1814-675000-25205-5220	Mileage/Parking Expenses :	1,000		1,000		-	-
<b>Totals for PROJECT: 1814</b>	<b>CTE IC-C/I Support S</b>	<b>84,630</b>	<b>84,630</b>	<b>55,207</b>	<b>55,207</b>	<b>29,987</b>	<b>29,987</b>

5.1 (12)

**SPECIAL PROJECT DETAILED BUDGET #1817**  
**NAME: CTE IC - Television (including combined TV/Film/Video) (SAC-0614.20)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$76,323

PROJ. ADM. Eve Kikawa  
 PROJ. DIR. Michael Taylor

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1817-000000-10000-8170	VTEA : Santa Ana College	-	230,825		76,323	154,502	
12-1817-060420-15550-4310	Instructional Supplies : Television/Video	4,106		-			4,106
12-1817-060420-15550-6413	Equip-Fed Program > \$5,000	226,719		76,323			150,396
<b>Total Project 1817 VTEA/CTE IC-C/I TV &amp; Video</b>		<b>230,825</b>	<b>230,825</b>	<b>76,323</b>	<b>76,323</b>	<b>154,502</b>	<b>154,502</b>

5.1 (13)

**SPECIAL PROJECT DETAILED BUDGET #1821**  
**NAME: CTE IC - Human/Child Development (SCC-1305.40)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$14,000

PROJ. ADM. Elizabeth Arteaga  
 PROJ. DIR. Regina Lamourelle

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**

Date: 06/12/18

**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1821-000000-20000-8170	VTEA : Santiago Canyon Coll		27,300		14,000	13,300	
12-1821-130540-25230-5940	Reproduction/Printing Expenses : Human Develo	-		1,500		1,500	
12-1821-619000-25230-1480	Part-Time Reassigned Time :	5,200		-			5,200
12-1821-619000-25230-3115	STRS - Non-Instructional :	343		-			343
12-1821-619000-25230-3325	Medicare - Non-Instructiona	75		-			75
12-1821-619000-25230-3335	PARS - Non-Instructional :	68		-			68
12-1821-619000-25230-3435	H & W - Retiree Fund Non-In	189		-			189
12-1821-619000-25230-3515	SUI - Non-Instructional : H	3		-			3
12-1821-619000-25230-3615	WCI - Non-Instructional : H	117		-			117
12-1821-619000-25230-4610	Non-Instructional Supplies	7,500		-			7,500
12-1821-631000-29325-1430	Part-Time Counselors : Coun	3,500		4,045		545	
12-1821-631000-29325-3115	STRS - Non-Instructional :	-		103		103	
12-1821-631000-29325-3325	Medicare - Non-Instructiona	51		59		8	
12-1821-631000-29325-3335	PARS - Non-Instructional :	46		53		7	
12-1821-631000-29325-3435	H & W - Retiree Fund Non-In	127		147		20	
12-1821-631000-29325-3515	SUI - Non-Instructional : C	2		2		-	-
12-1821-631000-29325-3615	WCI - Non-Instructional : C	79		91		12	
12-1821-675000-25230-5210	Conference Expenses : Human	10,000		8,000			2,000
<b>Total Project 1821 VTEA/CTE IC-Human/Child Dev</b>		<b>27,300</b>	<b>27,300</b>	<b>14,000</b>	<b>14,000</b>	<b>15,495</b>	<b>15,495</b>

5.1 (14)

**SPECIAL PROJECT DETAILED BUDGET #1823**  
**NAME: CTE IC - Health Care Occupation - NonCredit (OEC - 1201.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$24,613

PROJ. ADM. E. Arteaga  
 PROJ. DIR. Estella Cuellar

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1823-000000-20000-8170	VTEA : Santiago Canyon Coll		34,035		24,613	9,422	
12-1823-120100-28190-4310	Instructional Supplies : Sh	10,560		7,780			2,780
12-1823-602000-28190-1480	Part-Time Reassigned Time :	4,000		4,500		500	
12-1823-602000-28190-3115	STRS - Non-Instructional :	348		-			348
12-1823-602000-28190-3325	Medicare - Non-Instructiona	73		65			8
12-1823-602000-28190-3335	PARS - Non-Instructional :	65		114		49	
12-1823-602000-28190-3435	H & W - Retiree Fund Non-In	182		163			19
12-1823-602000-28190-3515	SUI - Non-Instructional : S	3		2			1
12-1823-602000-28190-3615	WCI - Non-Instructional : S	113		101			12
12-1823-619000-28190-1450	Part-Time Coordinators : Sh	5,523		-			5,523
12-1823-619000-28190-3115	STRS - Non-Instructional :	899		-			899
12-1823-619000-28190-3325	Medicare - Non-Instructiona	80		-			80
12-1823-619000-28190-3435	H & W - Retiree Fund Non-In	201		-			201
12-1823-619000-28190-3515	SUI - Non-Instructional : S	3		-			3
12-1823-619000-28190-3615	WCI - Non-Instructional : S	124		-			124
12-1823-634000-28190-2130	Classified Employees : Shor	7,747		7,747		-	-
12-1823-634000-28190-3215	PERS - Non-Instructional :	1,372		1,399		27	
12-1823-634000-28190-3315	OASDHI - Non-Instructional	493		493		-	-
12-1823-634000-28190-3325	Medicare - Non-Instructiona	116		116		-	-
12-1823-634000-28190-3415	H & W - Non-Instructional :	1,472		1,472		-	-
12-1823-634000-28190-3435	H & W - Retiree Fund Non-In	289		289		-	-
12-1823-634000-28190-3515	SUI - Non-Instructional : S	5		5		-	-

5.1 (15)

**SPECIAL PROJECT DETAILED BUDGET #1823**  
**NAME: CTE IC - Health Care Occupation - NonCredit (OEC - 1201.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$24,613

PROJ. ADM. E. Arteaga  
 PROJ. DIR. Estella Cuellar

*Prime Sponsor: US Dept. of Education*  
*Fiscal Agent: CCC Chancellor's Office*  
*CFDA #: 84.048A; Grant Agreement # 18-C01-042*

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1823-634000-28190-3615	WCI - Non-Instructional : S	180		180		-	-
12-1823-634000-28190-3915	Other Benefits - Non-Instru	187		187		-	-
<b>Total Project 1823: CTE IC - Health Care Occupation NCR (1201.00)</b>		<b>34,035</b>	<b>34,035</b>	<b>24,613</b>	<b>24,613</b>	<b>9,998</b>	<b>9,998</b>

5.1 (16)

**SPECIAL PROJECT DETAILED BUDGET #1824**  
**NAME: CTE IC - SAC Professional Development (Across CTE Programs)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$208,536

PROJ. ADM. Bart Hoffman  
 PROJ. DIR. Kimberly Mathews

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tenatative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1824-000000-10000-8170	VTEA : Santa Ana College		229,210		208,536	20,674	
12-1824-619000-15205-2110	Classified Management : Career Ed & Work Dev	103,748		103,748		-	
12-1824-619000-15205-3215	PERS - Non-Instructional : Career Ed & Work D	18,364		18,364		-	
12-1824-619000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work	6,639		6,639		-	
12-1824-619000-15205-3325	Medicare - Non-Instructional : Career Ed & Wo	1,554		1,554		-	
12-1824-619000-15205-3415	H & W - Non-Instructional : Career Ed & Work	7,794		7,779			15
12-1824-619000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & W	3,888		3,888		-	
12-1824-619000-15205-3515	SUI - Non-Instructional : Career Ed & Work De	54		54		-	
12-1824-619000-15205-3615	WCI - Non-Instructional : Career Ed & Work De	2,410		2,410		-	
12-1824-619000-15205-3915	Other Benefits - Non-Instruct : Career Ed & W	3,320		3,320		-	
12-1824-675000-15205-4610	Non-Instructional Supplies : Career Ed & Work	-		800		800	
12-1824-675000-15205-4710	Food and Food Service Supplies : Career Ed &	-		5,000		5,000	
12-1824-675000-15205-5210	Conference Expenses : Career Ed & Work Dev Of	78,239		53,000			25,239
12-1824-675000-15205-5220	Mileage/Parking Expenses : Career Ed & Work D	1,200		480			720
12-1824-675000-15205-5845	Excess/Copies Useage : Career Ed & Work Dev	300		300		-	
12-1824-675000-15205-5940	Reproduction/Printing Expenses : Career Ed &	1,700		1,200			500
<b>Total Project 1824 VTEA/CTE IC-Professional Dev</b>		<b>229,210</b>	<b>229,210</b>	<b>208,536</b>	<b>208,536</b>	<b>26,474</b>	<b>26,474</b>

5.1 (17)

**SPECIAL PROJECT DETAILED BUDGET #1837**  
**NAME: CTE IC - CEC - Expanding Career Pathways for Noncredit Students (Across CTE Programs)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$12,181

PROJ. ADM. Nilo Lipiz  
 PROJ. DIR. Osie Madrigal

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Debit	Credit
12-1837-000000-10000-8170	VTEA : Santa Ana College		12,181
12-1837-602000-18200-1480	Part-Time Reassigned Time : SAC Continuing Ed-Instr	10,000	
12-1837-602000-18200-3115	STRS - Non-Instructional : SAC Continuing Ed-Instru	1,313	
12-1837-602000-18200-3325	Medicare - Non-Instructional : SAC Continuing Ed-In	145	
12-1837-602000-18200-3335	PARS - Non-Instructional : SAC Continuing Ed-Instru	130	
12-1837-602000-18200-3435	H & W - Retiree Fund Non-Inst : SAC Continuing Ed-I	363	
12-1837-602000-18200-3515	SUI - Non-Instructional : SAC Continuing Ed-Instruc	5	
12-1837-602000-18200-3615	WCI - Non-Instructional : SAC Continuing Ed-Instruc	225	
<b>Total Project 1837 - CTE IC - CEC - Expanding Career Pathways</b>		<b>12,181</b>	<b>12,181</b>

5.1 (18)

**SPECIAL PROJECT DETAILED BUDGET #18xx**  
**NAME: CTE IC - Medical Assisting (SAC-1208.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$8,640

PROJ. ADM. M. Priest  
 PROJ. DIR. Catherine Emley

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Debit	Credit
12-18xx-000000-10000-8170	VTEA : Santa Ana College		8,640
12-18xx-120800-16630-6412	Equip-Fed Prgm >\$1,000< \$5,000	8,640	
<b>Total Project 18xx VTEA/CTE IC-C/I Medical Assisting</b>		<b>8,640</b>	<b>8,640</b>

5.1 (19)



**SPECIAL PROJECT DETAILED BUDGET #1845  
NAME: CTE IC - Fashion Design (SAC-1303.10)  
FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
CONTRACT INCOME: \$50,000

PROJ. ADM. Bart Hoffman  
PROJ. DIR. Kyla Benson

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1845-000000-10000-8170	VTEA : Santa Ana College		50,000		50,000	-	-
12-1845-130310-15714-4310	Instructional Supplies : Family & Consumer Studies	7,400		-			7,400
12-1845-130310-15714-5950	Reproduction/Printing Expenses : Family & Consumer	-		5,000		5,000	
12-1845-130310-15714-6412	Equip-Fed Program >\$1,000 <\$5,000 : Family & Con	7,990		45,000		37,010	
12-1845-130310-15714-6413	Equip-Fed Program >\$5,000 : Family & Consumer St	34,610		-			34,610
<b>Total Project 1845 - CTE IC - Fashion Design</b>		<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>42,010</b>	<b>42,010</b>

5.1 (20)

**SPECIAL PROJECT DETAILED BUDGET #1847**  
**NAME: CTE IC - Banking and Finance - NonCredit (OEC - 0504.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$90,305

PROJ. ADM. E. Arteaga  
 PROJ. DIR. Daniel Oase

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1847-000000-20000-8170	VTEA : Santiago Canyon Coll		24,475		90,305		65,830
12-1847-050400-28190-4320	Instructional Software	-		2,000		2,000	
12-1847-050400-28190-6412	Equip - Fed Prgm >\$1,000 <\$5,000	-		60,830		60,830	
12-1847-602000-28190-1480	Part-Time Reassigned Time :	5,000		7,028		2,028	
12-1847-602000-28190-3115	STRS - Non-Instructional :	348		825		477	
12-1847-602000-28190-3325	Medicare - Non-Instructiona	73		102		29	
12-1847-602000-28190-3335	PARS - Non-Instructional :	65		91		26	
12-1847-602000-28190-3435	H & W - Retiree Fund Non-In	182		255		73	
12-1847-602000-28190-3515	SUI - Non-Instructional : S	3		4		1	
12-1847-602000-28190-3615	WCI - Non-Instructional : S	113		158		45	
12-1847-619000-28190-1450	Part-Time Coordinators : Sh	5,523		5,759		236	
12-1847-619000-28190-3115	STRS - Non-Instructional :	899		938		39	
12-1847-619000-28190-3325	Medicare - Non-Instructiona	80		84		4	
12-1847-619000-28190-3435	H & W - Retiree Fund Non-In	200		209		9	
12-1847-619000-28190-3515	SUI - Non-Instructional : S	3		3		-	-
12-1847-619000-28190-3615	WCI - Non-Instructional : S	124		130		6	
12-1847-634000-28190-2130	Classified Employees : Shor	7,747		7,747		-	-
12-1847-634000-28190-3215	PERS - Non-Instructional :	1,372		1,399		27	
12-1847-634000-28190-3315	OASDHI - Non-Instructional	493		493		-	-
12-1847-634000-28190-3325	Medicare - Non-Instructiona	116		116		-	-
12-1847-634000-28190-3415	H & W - Non-Instructional :	1,472		1,472		-	-
12-1847-634000-28190-3435	H & W - Retiree Fund Non-In	289		289		-	-

5.1 (21)

**SPECIAL PROJECT DETAILED BUDGET #1847**  
**NAME: CTE IC - Banking and Finance - NonCredit (OEC - 0504.00)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$90,305

PROJ. ADM. E. Arteaga  
 PROJ. DIR. Daniel Oase

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/12/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1847-634000-28190-3515	SUI - Non-Instructional : S	5		5		-	-
12-1847-634000-28190-3615	WCI - Non-Instructional : S	180		180		-	-
12-1847-634000-28190-3915	Other Benefits - Non-Instru	188		188		-	-
<b>Total Project 1847 CTE IC - Banking &amp; Finance (OEC 0504.00)</b>		<b>24,475</b>	<b>24,475</b>	<b>90,305</b>	<b>90,305</b>	<b>65,830</b>	<b>65,830</b>

5.1 (22)

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$82,754

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/E. Arteaga

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/08/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-10000-8170	VTEA : Santa Ana College		39,513		39,309	204	
12-1827-619000-15205-1483	Beyond Contr - Reassigned T	3,000		3,000		-	-
12-1827-619000-15205-3115	STRS - Non-Instructional :	432		432		-	-
12-1827-619000-15205-3325	Medicare - Non-Instructiona	44		44		-	-
12-1827-619000-15205-3435	H & W - Retiree Fund Non-In	108		108		-	-
12-1827-619000-15205-3515	SUI - Non-Instructional : C	4		4		-	-
12-1827-619000-15205-3615	WCI - Non-Instructional : C	67		67		-	-
12-1827-619000-15205-4610	Non-Instructional Supplies : Career Ed & Work	700		800		100	
12-1827-619000-15205-4710	Food and Food Service Supplies : Career Ed &	500		200			300
12-1827-619000-15205-5100	Contracted Services : Career Ed & Work Dev Of	3,000		4,000		1,000	
12-1827-619000-15205-5220	Mileage/Parking Expenses : Career Ed & Work D	1,000		700			300
12-1827-619000-15205-5845	Excess/Copies Useage : Career Ed	300		300		-	-
12-1827-619000-15205-5940	Reproduction/Printing Expenses : Career Ed &	1,161		1,367		206	
12-1827-631000-15205-1430	Part-Time Counselors : Career Ed & Work Dev O	22,984		21,743			1,241
12-1827-631000-15205-3115	STRS - Non-Instructional : Career Ed & Work D	3,318		3,540		222	
12-1827-631000-15205-3325	Medicare - Non-Instructional : Career Ed & Wo	333		315			18
12-1827-631000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & W	835		789			46
12-1827-631000-15205-3515	SUI - Non-Instructional : Career Ed & Work De	9		11		2	
12-1827-631000-15205-3615	WCI - Non-Instructional : Career Ed & Work De	518		489			29
12-1827-675000-15205-5210	Conference Expenses : Career Ed & Work Dev Of	1,200		1,400		200	
	<b>Santa Ana College</b>	<b>39,513</b>	<b>39,513</b>	<b>39,309</b>	<b>39,309</b>	<b>1,934</b>	<b>1,934</b>

5.1 (23)

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$82,754

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/E. Arteaga

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/08/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-20000-8170	VTEA : Santiago Canyon College		39,513		39,309	204	
12-1827-619000-25205-5100	Contracted Services : Career Education Office	9,510		5,000			4,510
12-1827-675000-25205-5210	Conference Expenses : Career Education Office	-		1,432		1,432	
12-1827-631000-29325-1430	Part-Time Counselors : Counseling	25,947		26,587		640	
12-1827-631000-29325-3115	STRS - Non-Instructional : Counseling	2,141		4,328		2,187	
12-1827-631000-29325-3325	Medicare - Non-Instructional : Counseling	376		386		10	
12-1827-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	942		965		23	
12-1827-631000-29325-3515	SUI - Non-Instructional : Counseling	13		13		-	
12-1827-631000-29325-3615	WCI - Non-Instructional : Counseling	584		598		14	
	<b>Santiago Canyon College</b>	<b>39,513</b>	<b>39,513</b>	<b>39,309</b>	<b>39,309</b>	<b>4,510</b>	<b>4,510</b>

5.1 (24)

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$82,754

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/E. Arteaga

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 18-C01-042**

Date: 06/08/18

GL Accounts	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-50000-8170	VTEA : District Operations		4,329		4,136	193	
12-1827-675000-53345-5210	Conference Expense : Resource Development	-		373		373	
12-1827-679000-53345-2130	Classified Employees : Resource Development	2,681		2,174			507
12-1827-679000-53345-3215	PERS - Non-Instructional : Resource Developme	475		392			83
12-1827-679000-53345-3315	OASDHI - Non-Instructional : Resource Develop	170		137			33
12-1827-679000-53345-3325	Medicare - Non-Instructional : Resource Devel	40		32			8
12-1827-679000-53345-3415	H & W - Non-Instructional : Resource Developm	751		588			163
12-1827-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Deve	100		80			20
12-1827-679000-53345-3515	SUI - Non-Instructional : Resource Developmen	3		1			2
12-1827-679000-53345-3615	WCI - Non-Instructional : Resource Developmen	63		50			13
12-1827-679000-53345-3915	Other Benefits - Non-Instruct : Resource Deve	46		36			10
12-1827-679000-53345-4610	Non-Instructional Supplies : Resource Develop	-		273		273	
	<b>District Operations</b>	<b>4,329</b>	<b>4,329</b>	<b>4,136</b>	<b>4,136</b>	<b>839</b>	<b>839</b>
<b>Total Project 1827 VTEA/CTE IC- CTE Transitions</b>		<b>83,355</b>	<b>83,355</b>	<b>82,754</b>	<b>82,754</b>	<b>7,283</b>	<b>7,283</b>

5.1 (25)

**SPECIAL PROJECT DETAILED BUDGET #1592 & #1591**

**NAME: Fiscal Agent - Regional Consortia**

**FISCAL YEAR 2018/2019**

**CONTRACT PERIOD: 07/01/2018 - 6/30/2019**

**CONTRACT AWARD: \$2,070,000**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**RFA No.: 18-250-001; CFDA # 84.048A**

**PROJ ADM: Enrique Perez**

**PROJ DIR: Sarah Santoyo**

**Date: 06/12/2018**

GL Account String	Description	New Budget	
		Debit	Credit
12_1592_000000_50000_8170	VTEA : District Operations		1,700,000
12_1592_679000_53345_5100	Contracted Services : Educational Services Office - Sub-grant agreements with 6 of the 7 Regional Consortia Central/Mother Lode RC: \$220,000 South Central Coast RC: \$220,000 Inland Empire RC: \$220,000 San Diego/Imperial RC: \$220,000 North Far North RC: \$370,000 Bay Area RC: \$370,000  - Los Angeles/Orange County RC budget is hosted by RSCCD; budget listed separately under #1591	1,620,000	
12_1592_679000_53345_5220	Mileage/Parking Expenses : Educational Services Office	524	
<b>12_1592_679000_53345_2320</b>	<b>Classified Employees : Resource Development</b>	<b>12,852</b>	
12_1592_679000_53345_3325	Medicare - Non-Instructional : Resource Development	207	
12_1592_679000_53345_3335	PARS - Non-Instructional : Resource Development	186	
12_1592_679000_53345_3435	H & W - Retiree Fund Non-Inst : Resource Development	518	
12_1592_679000_53345_3515	SUI - Non-Instructional : Resource Development	7	
12_1592_679000_53345_3615	WCI - Non-Instructional : Resource Development	321	
	<b>Total Direct Costs - Fiscal Agent</b>	<b>1,634,615</b>	
	Total Indirect Costs (4%)	65,385	
	<b>Total Costs - Fiscal Agent</b>	<b>1,700,000</b>	<b>1,700,000</b>

GL Account String	Description	Debit	Credit
12-1591-000000-50000-8170	VTEA : District Operations		<b>370,000</b>
12-1591-675000-53306-5210	Conference Expenses : LA/OC	11,000	
12-1591-679000-53306-2110	Classified Management : - <b>Gustavo Chamorro (54%)</b> - <b>Richard Verches (54%)</b>	157,494	
12-1591-679000-53306-2130	Classified Employees : - <b>Maria Madrigal (100%)</b>	47,729	
12-1591-679000-53306-3215	PERS - Non-Instructional :	32,425	
12-1591-679000-53306-3315	OASDHI - Non-Instructional	12,860	
12-1591-679000-53306-3325	Medicare - Non-Instructiona	3,161	
12-1591-679000-53306-3415	H & W - Non-Instructional :	48,382	
12-1591-679000-53306-3435	H & W - Retiree Fund Non-In	7,603	
12-1591-679000-53306-3515	SUI - Non-Instructional : L	107	
12-1591-679000-53306-3615	WCI - Non-Instructional : L	4,713	
12-1591-679000-53306-3915	Other Benefits - Non-Instru	4,222	
12-1591-679000-53306-4610	Non-Instructional Supplies	1,341	
12-1591-679000-53306-5100	Contracted Services : LA/OC	22,897	
12-1591-679000-53306-5300	Inst Dues & Memberships : L	1,836	
<b>Totals for PROJECT: 1591</b>	<b>Total Direct Costs</b>	<b>355,770</b>	
12-1591-672000-50000-5865	Indirect Costs : District O	14,230	
<b>Totals for PROJECT: 1591</b>	<b>Total Costs - LAOCRC</b>	<b>370,000</b>	

	<b>Total Direct Costs - Fiscal Agent - Regional Consortia</b>	<b>1,990,385</b>	
	<b>Total Indirect Costs (4%)</b>	<b>79,615</b>	
	<b>Total Costs - Fiscal Agent - Regional Consortia</b>	<b>2,070,000</b>	<b>2,070,000</b>

**SPECIAL PROJECT DETAILED BUDGET #2483**  
**NAME: Nursing Program Support Grant - Santa Ana College**  
**FISCAL YEAR 2018/2019**

**CONTRACT TERM: 07/01/2018 - 06/30/2019**  
**CONTRACT AWARD: \$207,358**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: TBD**

**PROJ ADM.: Michelle Priest**  
**PROJ. DIR.: Rebecca Miller**  
**Revised Date: 06/12/2018**

		New Budget	
GL Account String	Description	Debit	Credit
12_2483_000000_10000_8659	Other Reimb Categorical Allow : Santa Ana Col		207,358
12_2483_679000_10000_5865	Indirect Costs : Santa Ana College (4%)	7,975	
<b>12_2483_123010_16640_1310</b>	<b>Part-Time Instructors : Nursing</b> <b>Nursing Program:</b> <b>FA18: 16.88 LHE x \$64.25/hr. x 18 hrs.</b> <b>SP19: 15.20 LHE x \$64.25/hr. x 18 hrs.</b> <b>Simulation/Skills Lab:</b> <b>FA18: \$61.20/hour x 80 hours</b> <b>SP19: \$61.20/hour x 80 hours</b>	46,893	
<b>12_2483_123010_16640_2420</b>	<b>Inst Assistant - Hourly : Nursing</b> <b>Learning Facilitator, Hourly, Nursing Prog.:</b> <b>FA18/SP19: 50 hrs. x \$19.18/hr. x 2 semesters</b> <b>Simulation/Skills Lab:</b> <b>FA18/SP19: 50 hrs. x \$19.18/hr. x 2 semesters</b>	3,836	
12_2483_123010_16640_3111	STRS - Instructional : Nursing	7,634	
12_2483_123010_16640_3321	Medicare - Instructional : Nursing	736	
12_2483_123010_16640_3331	PARS - Instructional : Nursing	50	
12_2483_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	1,841	
12_2483_123010_16640_3511	SUI - Instructional : Nursing	25	
12_2483_123010_16640_3611	WCI - Instructional : Nursing	1,141	
12_2483_123010_16640_4310	Instructional Supplies : Nursing <b>DVDs, disposable lab items</b>	500	
12_2483_123010_16640_6410	Equip-All Other >\$1,000<\$5,000 : Nursing <b>(1) laptop for instruction to students @ \$1,300</b>	1,300	
12_2483_619000_16640_4610	Non-Instructional Supplies : Nursing <b>TEAS tests x 100 at \$60/test</b>	6,000	
<b>12_2483_649000_16640_2130</b>	<b>Classified Employees : Nursing</b> <b>Elva Negrete, Student Services Coord. (52.5%)</b> <b>Dawn Williams, Intermediate Clerk (100%)</b>	88,750	
12_2483_649000_16640_3215	PERS - Non-Instructional : Nursing	16,030	
12_2483_649000_16640_3315	OASDHI - Non-Instructional : Nursing	5,644	
12_2483_649000_16640_3325	Medicare - Non-Instructional : Nursing	1,320	
12_2483_649000_16640_3415	H & W - Non-Instructional : Nursing	8,830	
12_2483_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	3,305	
12_2483_649000_16640_3515	SUI - Non-Instructional : Nursing	46	
12_2483_649000_16640_3615	WCI - Non-Instructional : Nursing	2,048	
12_2483_649000_16640_3915	Other Benefits - Non-Instruct : Nursing	2,288	
12_2483_675000_16640_5210	Conference Expenses : Nursing	1,166	
<b>Total #2483 -Nursing Program Support (SAC)</b>		<b>207,358</b>	<b>207,358</b>



**SPECIAL PROJECT DETAILED BUDGET # 3710**

**NAME: St. Joseph Hospital On-Site Associate Degree Nursing Program - Santa Ana College**

**FISCAL YEARS: 2018/2019 and 2019/2020**

**CONTRACT PERIOD: 07/01/2018 - 06/30/2020 (Two-Years)**

**PROJ. ADM.: Michelle Priest**

**CONTRACT INCOME: \$134,875**

**PROJ. DIR.: Becky Miller**

**PRIME SPONSOR: St. Joseph Hospital of Orange**

**DATE: 6/12/2018**

**FISCAL AGENT: Rancho Santiago CCD**

**SUB-AWARD #: SAC-18-026**

**CFDA #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_3710_00000_10000_8891	Other Local Rev - Special Proj : Santa Ana College		134,875
12_3710_123010_16640_1110	Contract Instructors : Nursing TBD, 10 mths 175-Days, Class VI Step 16 @ 20% (3 LHE, 2 semesters)	20,736	
12_3710_123010_16640_1310	Part-Time Instructors : Nursing Skills Lab: \$61.20/hr. x 4.24 LHE x 2 sem. x 2 yrs. PT Faculty: \$64.25/hr. x 4 LHE x 2 semesters x 2 yrs.	37,187	
12_3710_123010_16640_1313	Beyond Contract-Instructors : Nursing \$70.84/hr. x 3.6 LHE x 2 semesters x 2 yrs	18,362	
12_3710_123010_16640_3111	STRS - Instructional : Nursing	12,419	
12_3710_123010_16640_3321	Medicare - Instructional : Nursing	1,111	
12_3710_123010_16640_3411	H & W - Instructional : Nursing	5,555	
12_3710_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	2,782	
12_3710_123010_16640_3511	SUI - Instructional : Nursing	38	
12_3710_123010_16640_3611	WCI - Instructional : Nursing	1,724	
12_3710_123010_16640_3911	Other Benefits - Instructional : Nursing	350	
12_3710_649000_16640_2310	Classified Employees - Ongoing : Nursing Miya Suzuki, General Office Clerk (0.475 FTE) (2 yrs.)	31,846	
12_3710_649000_16640_3325	Medicare - Non-Instructional : Nursing	462	
12_3710_649000_16640_3335	PARS - Non-Instructional : Nursing	414	
12_3710_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	1,156	
12_3710_649000_16640_3515	SUI - Non-Instructional : Nursing	16	
12_3710_649000_16640_3615	WCI - Non-Instructional : Nursing	717	
	<b>Total 3710 - St. Joseph Clinical Trng Grant</b>	<b>134,875</b>	<b>134,875</b>

**SPECIAL PROJECT DETAILED BUDGET: #2450**  
**NAME: Santa Ana Middle College High School**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$100,000

PROJ ADM: Alicia Kruienga  
 PROJ DIR: Damon Voight

**Prime Sponsor: California Community Colleges Chancellor's Office**  
**Prime Award #: 18-035-004**  
**Fiscal Agent: Rancho Santiago CCD**  
**Sub-Award #: N/A; CFDA #: N/A**

Date: 06/07/18

GL Account	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-000000-10000-8659	Other Reimb Categorical All		100,000		100,000		
12-2450-100600-15565-2320	Classified Employees - Hour	579		830		251	
12-2450-100600-15565-3215	PERS - Non-Instructional :	92		-			92
12-2450-100600-15565-3315	OASDHI - Non-Instructional	36		-			36
12-2450-100600-15565-3325	Medicare - Non-Instructiona	8		12		4	
12-2450-100600-15565-3335	PARS - Non-Instructional	-		25		25	
12-2450-100600-15565-3435	H & W - Retiree Fund Non-In	21		30		9	
12-2450-100600-15565-3615	WCI - Non-Instructional : P	13		19		6	
12-2450-110500-15643-1314	Int/Sum-Beyond Contract : S	6,361		7,318		957	
12-2450-110500-15643-3111	STRS - Instructional : Span	918		1,191		273	
12-2450-110500-15643-3321	Medicare - Instructional :	92		106		14	
12-2450-110500-15643-3431	H & W - Retiree Fund Inst :	231		266		35	
12-2450-110500-15643-3511	SUI - Instructional : Spani	3		4		1	
12-2450-110500-15643-3611	WCI - Instructional : Spani	143		165		22	
12-2450-150100-15620-1314	Int/Sum-Beyond Contract : E	15,780		15,780		-	-
12-2450-150100-15620-3111	STRS - Instructional : Engl	2,277		2,569		292	
12-2450-150100-15620-3321	Medicare - Instructional :	229		229		-	-
12-2450-150100-15620-3431	H & W - Retiree Fund Inst :	573		573		-	-
12-2450-150100-15620-3511	SUI - Instructional : Engli	8		8		-	-
12-2450-150100-15620-3611	WCI - Instructional : Engli	355		355		-	-
12-2450-490100-19100-4310	Instructional Supplies : St	20,000		20,000		-	-
12-2450-631000-15310-1430	Part-Time Counselors : Coun	27,615		19,664			7,951
12-2450-631000-15310-1435	Int/Sum - Counselors,Part-T	2,039		8,323		6,284	

5.1 (29)

**SPECIAL PROJECT DETAILED BUDGET: #2450**  
**NAME: Santa Ana Middle College High School**  
**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 7/1/18 - 6/30/19  
 CONTRACT INCOME: \$100,000

PROJ ADM: Alicia Kruienga  
 PROJ DIR: Damon Voight

**Prime Sponsor: California Community Colleges Chancellor's Office**  
**Prime Award #: 18-035-004**  
**Fiscal Agent: Rancho Santiago CCD**  
**Sub-Award #: N/A; CFDA #: N/A**

Date: 06/07/18

GL Account	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-631000-15310-3115	STRS - Non-Instructional :	4,923		4,533			390
12-2450-631000-15310-3325	Medicare - Non-Instructiona	502		406			96
12-2450-631000-15310-3435	H & W - Retiree Fund Non-In	1,209		1,016			193
12-2450-631000-15310-3515	SUI - Non-Instructional : C	17		14			3
12-2450-631000-15310-3615	WCI - Non-Instructional : C	780		630			150
12-2450-649000-19100-5300	Inst Dues & Memberships : S	6,000		5,300			700
12-2450-649000-19100-5966	Transportation - Student :	5,350		4,488			862
12-2450-675000-19100-5210	Conference Expenses	-		2,300		2,300	
12-2450-679000-10000-5865	Indirect Costs : Santa Ana	3,846		3,846		-	-
<b>Totals for PROJECT: 2450</b>	<b>Santa Ana MCHS</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>10,473</b>	<b>10,473</b>

5.1 (30)

**SPECIAL PROJECT DETAILED BUDGET #2541**

**NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education  
Capitation Grant for Associate Degree Nursing (ADN) Program (Santa Ana College)**

**FISCAL YEAR: 2018/2019 and 2019/2020**

**CONTRACT PERIOD: 07/01/2018 - 08/15/2020**

**PROJ ADM.: Michelle Priest**

**CONTRACT INCOME: \$200,000**

**PROJ. DIR.: Rebecca Miller**

**PRIME SPONSOR: State of California, Health and Human Services Agency**

**Date: 06/12/2018**

**FISCAL AGENT: Office of Statewide Health Planning & Development**

**PRIME AWARD No.: n/a**

**SUB-AWARD No.: 18-9053**

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2541-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College				<b>200,000</b>
12-2541-123010-16640-1310	<b>Part-Time Instructors : Nursing</b> <b>Yr. 1 and Yr. 2:</b> <b>\$64.25/hr. x 10.5 LHE x 18 hrs. x 2 semesters</b> <b>Simulation Lab: \$61.20/hr. x 100 hrs.</b>	30,407	30,407	<b>60,814</b>	
12-2541-123010-16640-2420	<b>Inst Assistant - Hourly : Nursing</b> <b>Yr. 1: Learning Facilitators, \$19.18/hr. x 445.5 hrs.</b> <b>Yr. 2: Learning Facilitators, \$19.18/hr. x 442 hrs.</b>	8,545	8,478	<b>17,023</b>	
12-2541-123010-16640-3111	STRS - Instructional : Nursing	4,950	4,950	<b>9,900</b>	
12-2541-123010-16640-3321	Medicare - Instructional : Nursing	565	564	<b>1,129</b>	
12-2541-123010-16640-3331	PARS - Instructional : Nursing	111	110	<b>221</b>	
12-2541-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	1,415	1,412	<b>2,827</b>	
12-2541-123010-16640-3511	SUI - Instructional : Nursing	19	19	<b>38</b>	
12-2541-123010-16640-3611	WCI - Instructional : Nursing	876	875	<b>1,751</b>	
12-2541-649000-16640-2130	<b>Classified Employees : Nursing</b> <b>Elva Negrete, Student Services Coord. @ 43%</b>	34,367	34,367	<b>68,734</b>	
12-2541-649000-16640-3215	PERS - Non-Instructional : Nursing	6,207	6,207	<b>12,414</b>	
12-2541-649000-16640-3315	OASDHI - Non-Instructional : Nursing	2,171	2,171	<b>4,342</b>	
12-2541-649000-16640-3325	Medicare - Non-Instructional : Nursing	508	508	<b>1,016</b>	
12-2541-649000-16640-3415	H & W - Non-Instructional : Nursing	7,137	7,210	<b>14,347</b>	
12-2541-649000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	1,271	1,271	<b>2,542</b>	
12-2541-649000-16640-3515	SUI - Non-Instructional : Nursing	18	18	<b>36</b>	
12-2541-649000-16640-3615	WCI - Non-Instructional : Nursing	788	788	<b>1,576</b>	
12-2541-649000-16640-3915	Other Benefits - Non-Instruct : Nursing	645	645	<b>1,290</b>	
	<b>Total 2541 - Song-Brown Capitation (SAC)</b>	<b>100,000</b>	<b>100,000</b>	<b>200,000</b>	<b>200,000</b>

**SPECIAL PROJECT DETAILED BUDGET # 2540**

**NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education**

**Special Program for Associate Degree Nursing (ADN) Program (Santa Ana College)**

**FISCAL YEAR: 2018/2019 and 2019/2020**

**CONTRACT PERIOD: 07/01/2018 - 08/15/2020**

**PROJ ADM.: Michelle Priest**

**CONTRACT INCOME: \$125,000**

**PROJ. DIR.: Rebecca Miller**

**PRIME SPONSOR: State of California, Health and Human Services Agency**

**Date: 06/12/2018**

**FISCAL AGENT: Office of Statewide Health Planning & Development**

**PRIME AWARD No.: n/a**

**SUB-AWARD No.: 18-9040**

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2540-000000-10000-8659	Other Reimb Categorical Allow : SAC				<b>125,000</b>
12-2540-679000-10000-5865	Indirect Costs : Santa Ana College (8%)	4,626	4,633	<b>9,260</b>	
<b>12-2540-123010-16640-2440</b>	<b>Instructional Assciates : Nursing Clinical Teaching Assistants (Yr. 1) - \$35/hr. x 136 hrs. x 10 CTAs Clinical Teaching Assistants (Yr. 2) - \$35/hr. x 136 hrs. x 10 CTAs</b>	47,600	47,600	<b>97,650</b>	
12-2540-123010-16640-3321	Medicare - Instructional : Nursing	690	690	<b>1,416</b>	
12-2540-123010-16640-3331	PARS - Instructional : Nursing	619	619	<b>1,269</b>	
12-2540-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	1,728	1,728	<b>976</b>	
12-2540-123010-16640-3511	SUI - Instructional : Nursing	24	24	<b>49</b>	
12-2540-123010-16640-3611	WCI - Instructional : Nursing	1,071	1,071	<b>2,344</b>	
<b>12-2540-649000-16640-2130</b>	<b>Classified Employees : Nursing E. Negrete, Student Services Coord. (5%)</b>	3,979	4,018	<b>7,790</b>	
12-2540-649000-16640-3215	PERS - Non-Instructional : Nursing	720	727	<b>923</b>	
12-2540-649000-16640-3315	OASDHI - Non-Instructional : Nursing	251	254	<b>491</b>	
12-2540-649000-16640-3325	Medicare - Non-Instructional : Nursing	59	59	<b>115</b>	
12-2540-649000-16640-3415	H & W - Non-Instructional : Nursing	773	804	<b>2,309</b>	
12-2540-649000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	147	149	<b>79</b>	
12-2540-649000-16640-3515	SUI - Non-Instructional : Nursing	2	2	<b>4</b>	
12-2540-649000-16640-3615	WCI - Non-Instructional : Nursing	91	92	<b>190</b>	
12-2540-649000-16640-3915	Other Benefits - Non-Instruct : Nursing	75	75	<b>135</b>	
	<b>Total 2540 - Song-Brown Special Prg. (SAC)</b>	<b>62,455</b>	<b>62,545</b>	<b>125,000</b>	<b>125,000</b>

**SPECIAL PROJECT DETAILED BUDGET #1903**

**NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)**

**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 06/30/2018 - 06/30/2019

CONTRACT INCOME: \$22,500

PROJ ADMIN: Alicia Kruienga

PROJ DIR: Sylvia Sanchez

*Prime Sponsor: US Department of Health & Human Services*

*Fiscal Agent: Founcaion for California Community Colleges*

*CFDA #: 93.674; Grant Agreement # YP-092-17\_Racno Santiago CCD*

Date: 06/13/18

GL Account	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1903-000000-10000-8199	Other Federal Revenues : Sa		22,500		22,500		
12-1903-631000-19310-1430	Part-Time Counselors : Fost - Sylvia Sanchez	9,205		9,340		135	
12-1903-631000-19310-1480	Part-time reassigned time - ILP Workshop Trainer Stipend	1,000		1,000		-	-
12-1903-631000-19310-3115	STRS - Non-Instructional :	1,329		1,684		355	
12-1903-631000-19310-3325	Medicare - Non-Instructiona	148		150		2	
12-1903-631000-19310-3335	PARS - Non-Instructional	13		-			13
12-1903-631000-19310-3435	H & W - Retiree Fund Non-In	370		375		5	
12-1903-631000-19310-3515	SUI - Non-Instructional : F	5		5		-	-
12-1903-631000-19310-3615	WCI - Non-Instructional : F	230		233		3	
12-1903-649000-19310-4610	Non-Instructional Supplies - Suppies for Module/Youth Skills Development Classes (instructional supplies - \$1,200) - ILP Workshops (\$250) & Retreat's supplies (\$288)	1,700		1,738		38	
12-1903-649000-19310-4710	Food and Food Service Supplies - Food (\$1,433) - Fall Kick Off Event (\$550) - Spring Semester Starter Event (\$500) - Outreach Events/Dinners/Year-End Celebration (\$967)	3,683		3,450			233
12-1903-649000-19310-5100	Contracted Services - Consultant (\$600) - Retreat Location (\$2,000)	1,500		2,600		1,100	

5.1 (33)

**SPECIAL PROJECT DETAILED BUDGET #1903**

**NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)**

**FISCAL YEAR: 2018/2019**

CONTRACT PERIOD: 06/30/2018 - 06/30/2019

CONTRACT INCOME: \$22,500

PROJ ADMIN: Alicia Kruienza

PROJ DIR: Sylvia Sanchez

*Prime Sponsor: US Department of Health & Human Services*

*Fiscal Agent: Founaction for California Community Colleges*

*CFDA #: 93.674; Grant Agreement # YP-092-17\_Racno Santiago CCD*

Date: 06/13/18

GL Account	Description	Tentative Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1903-649000-19310-5966	Transportation - Student - Foster Youth University Tours (\$225) - Retreat's Transportation (\$500)	2,225		725			1,500
12-1903-732000-19310-7670	Other Exp Paid for Students - Meal tickets paid for Students (\$7/ea x 100 tickets)	592		700		108	
12-1903-675000-19310-5210	Conference	500		500		-	-
<b>Totals for PROJECT: 1903</b>	<b>YESS - ILF</b>	<b>22,500</b>	<b>22,500</b>	<b>22,500</b>	<b>22,500</b>	<b>1,746</b>	<b>1,746</b>
<p><b><u>In-Kind Match: (Certified Expend \$41,434)</u></b></p> <ul style="list-style-type: none"> <li>- Coordinator - Sylvia Sanchez (\$20,000 + benefits)</li> <li>- Alicia Kruienza/Project Adminstrator (4%)</li> <li>- Thuy-Huong Nguyen (3%)</li> <li>- Transition to College Orientation (\$1,500)</li> <li>- Foster Youth College Day (\$3,000)</li> <li>- Foster Youth University Tours (\$225)</li> </ul>							

5.1 (34)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Sub-Agreements between Rancho Santiago Community College District and Butte-Glenn, Cabrillo, Grossmont-Cuyamaca, Riverside, Santa Barbara and State Center Community College Districts for the Regional Consortia funded by the Carl D. Perkins Career and Technical Education Improvement Act of 2006, Perkins IV Title I-Part B Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the Regional Consortia for 2018/2019, funded by the Carl D. Perkins Career and Technical Education Act of 2006, Perkins IV Title I-Part B. Each of the seven regions in the state have a Regional Consortium to serve as a hub for career education program planning and development, workforce and economic development, partnership development with industry, business, workforce development partners, and K-12 and higher education leaders, and to facilitate and support implementation of grant and policy initiatives on a regional basis.

**ANALYSIS**

The Fiscal Agent will create sub-grant agreements with each Regional Consortium host, and, in coordination with Chancellor's Office staff, review, approve and process project applications, invoices and reports in compliance with federal Uniform Grant Guidelines and Perkins regulations. The following sub-grant agreements have been developed with each Regional Consortium host to distribute the 2018/2019 funds.

Sub-Agreement No.	Regional Consortium (RC)	Host	Amount
18-1592-1	Central Mother Lode RC	State Center CCD	\$220,000
18-1592-2	South Central Coast RC	Santa Barbara CCD	\$220,000
18-1592-3	Inland Empire RC	Riverside CCD	\$220,000
18-1592-4	San Diego/Imperial RC	Grossmont-Cuyamaca CCD	\$220,000
18-1592-5	North Far North RC	Butte-Glenn CCD	\$370,000
18-1592-6	Bay Area RC	Cabrillo CCD	\$370,000
		<b>Total Sub-Agreements</b>	<b>\$1,620,000</b>
Budgeted in #1591	Los Angeles/Orange County RC	Rancho Santiago CCD	\$370,000

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez



**RECOMMENDATION**

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

Fiscal Impact: \$1,620,000.00 (grant-funded)	Board Date: June 25, 2018
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  
NAME COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 25<sup>th</sup> day of June, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and NAME Community College District (hereinafter “SUBCONTRACTOR”), on behalf of the NAME Regional Consortium. 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, effective July 1<sup>st</sup> 2018, for the “Perkins 1B - Regional Consortia,” grant, CFDA #84.048A, Prime Award #18-208-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to distribute the 2018/2019 Regional Consortia grants hosted in each of seven regions in the state, and to perform sub-recipient monitoring in coordination with the PRIME SPONSOR,

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, 2018 through June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$000,000.00 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. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an quarterly invoicing process (see I.6 “Invoices”), up to but not exceeding the amount listed above under Article I.3. “Total Costs”.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted on a quarterly basis. RSCCD may request back-up documentation for expenditures, if required to confirm compliance with federal Uniform Grant Guidelines and Perkins regulations prior to processing payment.

Quarter Period	Due Date of Quarterly Invoice
July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 25 <sup>th</sup>
October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 25 <sup>th</sup>
January 31 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>
April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 25 <sup>th</sup>

Submit invoices to the following address:

Rancho Santiago Community College District  
 ATTN: Sarah Santoyo, Director of Grants  
 2323 North Broadway, Suite 350  
 Santa Ana, CA 92706  
 Santoyo\_Sarah@rsccd.edu

7. Reporting

SUBCONTRACTOR will submit program and financial reports as required by the PRIME SPONSOR. RSCCD or the PRIME SPONSOR will provide instructions for reporting to the SUB-CONTRACTOR. The reporting schedule is as follows:

Quarter Period	Due Date of Quarterly Report
July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 25 <sup>th</sup>
October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 25 <sup>th</sup>
January 31 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>
April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 25 <sup>th</sup>

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 funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. 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.

12. 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 approval by RSCCD. 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. 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 the PRIME SPONSOR and/or 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.

13. 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.

14. 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.

15. 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.

16. Debarment and Suspension

SUBCONTRACTOR certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 2 CFR 200.213.

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 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 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](mailto: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](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**  
**NAME**, Chair  
**NAME** Regional Consortium  
**ADDRESS**  
**CITY, STATE ZIP**  
**PHONE, EMAIL**

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant

Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/17 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: **NAME** Community College District

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: June 25, 2018

\_\_\_\_\_  
DUNS #

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Appendix B – Project Application Approved by the Chancellor’s Office

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14

Exhibit C: RFA – Regional Consortia Grant – *Revised (Monday, January 28, 2013)*

*NOTE: Exhibit B and Exhibit C are for reference on allowable activities and costs, and provide guidance on the purpose and objectives of the Grant. The SUBCONTRACTOR’s payment and reporting terms are listed in the body of the Agreement.*



EXHIBIT A

THIS FORM MAY NOT BE REPLICATED



**APPENDIX B**

**GRANT TYPE:** GRANT RENEWAL

The following information are linked throughout the forms package:

**DISTRICT (Grantee):**

[Redacted]

Please Select District

**COLLEGE:** N/A

[Redacted]

**PROJECT:** Regional Consortia

[Redacted]

**SECTOR (If applicable):** N/A

[Redacted]

**FISCAL YEAR:** 2017/18

**RFA Number:** 13-156

**FUNDING SOURCE:** Perkins IB-State Leadership

**Requested Amount:**

[Redacted]

Please Enter Amount Requested

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED

**APPENDIX B**

PROJECT: Regional Consortia

SECTOR (if applicable): N/A

COLLEGE: N/A

FISCAL YEAR: 2017/18

RFA Number: 13-156

**CONTACT PAGE**

<b>District:</b> _____
<b>Address:</b> _____
<b>City:</b> _____ <b>State:</b> <u>CA</u> <b>Zip:</b> _____

<b>District Superintendent/President</b> <i>(or authorized designee)</i>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

<b>Person Responsible for Data Entry</b>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

<b>Person Responsible for Budget Certification</b>	
Name: _____	Phone: _____
Title: _____	Fax: _____
E-mail Address: _____	

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED

**APPENDIX B**

PROJECT: Regional Consortia

SECTOR (if applicable): N/A

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: N/A

FISCAL YEAR: 2017/18

RFA NUMBER: 13-156

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	Match Not Required
			\$ -	0%
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 0	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 0	\$ 0
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 0	\$ 0
<b>TOTAL INDIRECT COSTS (Not to Exceed % of Direct Cost): 4%</b>		9	\$ 0	
<b>TOTAL COSTS:</b>		10	\$ 0	\$ 0

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

**Project Director:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**District Chief Business Officer (or authorized designee):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**THIS FORM MAY NOT BE REPLICATED**  
**APPENDIX B**

**PROJECT: Regional Consortia**

**SECTOR (If applicable): N/A**

**DISTRICT: Please Select District on 'Do First' Tab**

**COLLEGE: N/A**

**FISCAL YEAR: 2017/18**

**RFA NUMBER: 13-156**

Please Note:  
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		Perkins IB-State Leadership	
		\$	-
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
		\$	-
		\$	-

**EXHIBIT A**  
**THIS FORM MAY NOT BE REPLICATED**  
**APPENDIX B**

**PROJECT: Regional Consortia**

**SECTOR (If applicable): N/A**

**DISTRICT: Please Select District on 'Do First' Tab**

**COLLEGE: N/A**

**FISCAL YEAR: 2017/18**

**RFA NUMBER: 13-156**

Please Note:  
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		Perkins IB-State Leadership	-
		\$	-
		\$	-

**EXHIBIT A**  
**THIS FORM MAY NOT BE REPLICATED**  
**APPENDIX B**

**PROJECT: Regional Consortia**

**SECTOR (If applicable): N/A**

**DISTRICT: Please Select District on 'Do First' Tab**

**COLLEGE: N/A**

**FISCAL YEAR: 2017/18**

**RFA NUMBER: 13-156**

Please Note:  
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		Perkins	IB-State Leadership
		\$	-
5000	Other Operating Expenses and Services	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		6000	Capital Outlay
		\$	-
7000	Other Outgo	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>0</b>
<b>TOTAL INDIRECT COSTS (Not to exceed % of Direct Costs): 4%</b>		\$	<b>0</b>
<b>TOTAL COSTS:</b>		\$	<b>0</b>

**EXHIBIT A**  
**THIS FORM MAY NOT BE REPLICATED**  
**APPENDIX B**

**PROJECT:** Regional Consortia

**SECTOR** (if applicable): N/A

**DISTRICT:** Please Select District on 'Do First' Tab

**COLLEGE:** N/A

**FISCAL YEAR:** 2017/18

**RFA NUMBER:** 13-156

Please Note:  
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**Does Not Require a Match**

**APPLICATION BUDGET DETAIL SHEET**  
**MATCH**

Object of Expenditure	Classification	Match Not Required <b>0%</b>
		\$ 0
1000		\$ -
		\$ -
		\$ -
2000		\$ -
		\$ -
		\$ -
3000		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
4000		\$ -
		\$ -
		\$ -
		\$ -
5000		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
6000		\$ -
		\$ -
7000		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 0</b>
<b>TOTAL INDIRECT COSTS</b> <i>(Not to Exceed % of Direct Costs):</i>		



EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
APPENDIX B

PROJECT: Regional Consortia

SECTOR (if applicable): N/A

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: N/A

FISCAL YEAR: 2017/18

RFA NUMBER: 13-156

Please Note:  
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

Does Not Require a Match

APPLICATION BUDGET DETAIL SHEET  
MATCH

		Match Not Required
	TOTAL COSTS:	\$ 0

**THIS FORM MAY NOT BE REPLICATED**

**APPENDIX B**

**PROJECT: Regional Consortia**

**SECTOR (If applicable): N/A**

**DISTRICT: Please Select District on 'Do First'  
Tab**

**COLLEGE: N/A**

**FISCAL YEAR: 2017/18**

**RFA NUMBER: 13-156**

**Collaborative Regional Workplan Certification**

**In accordance with the required grant renewal process, I certify that I have conducted collaborative regional planning with other regional key talent to develop common workplan objectives (where possible), associated with the required common metrics.**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: Regional Consortia

SECTOR (If applicable): N/A

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: N/A

FISCAL YEAR: 2017/18

RFA NUMBER: 13-156

**Statement of Work (Annual Workplan)**  
Objectives/Common Metrics

Objective:     1    

Strong Workforce Metrics:  
Select:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1				
1.2				
1.3				

5.2 (20)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: Regional Consortia

SECTOR (If applicable): N/A

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE: N/A

FISCAL YEAR: 2017/18

RFA NUMBER: 13-156

**Statement of Work (Annual Workplan)**  
Objectives/Common Metrics

Objective:     1    

Strong Workforce Metrics:  
Select:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)

5.2 (21)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: June 25, 2018
Re:	Adoption of Resolution No. 18-14 – Office of Statewide Health Planning and Development for the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant (Agreement #18-9040)	
Action:	Request for Adoption	

**BACKGROUND**

Santa Ana College’s Nursing Program was awarded a Song-Brown Registered Nurse Education Special Program Grant from the Office of Statewide Health Planning and Development in recognition of SAC’s successful and innovative strategy to provide the highest quality of instruction for nursing students. The award amount is \$125,000 for a two-year funding cycle from July 1, 2018 through August 15, 2020, in accordance with the funding terms and conditions as set forth and incorporated into grant agreement #18-9040. Santa Ana College’s Nursing Program will support first semester nursing students by utilizing this grant award to fund a student services coordinator and clinical teaching assistants. The coordinator will provide support to students through a case management model to identify student needs, evaluate student efforts, and coordinate strategies to improve student success. The clinical teaching assistants will reduce attrition by working with nursing students in both the clinical setting and simulation lab.

**ANALYSIS**

The Office of Statewide Health Planning and Development requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to grant agreement #18-9040.

The project director is Rebecca Miller, Associate Dean of Health Science and the project administrator is Dr. Michelle Priest, Dean, Science, Mathematics & Health Sciences.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the Office of Statewide Health Planning and Development 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: none	Board Date: June 25, 2018
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this grant agreement with the State of California, Office of Statewide Health Planning and Development for the purpose of Santa Ana College's Nursing Program to implement the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant **and to authorize the designated personnel to sign related contractual documents for fiscal years 2018/2019 and 2019/2020.**

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RESOLUTION NO. 18-14

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the grant agreement number **18-9040** with the State of California, Office of Statewide Health Planning and Development to implement the Song-Brown Registered Nurse Education Special Program Grant and authorizes the person(s) listed below to sign the grant agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 25<sup>th</sup> day of June, 2018, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the 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 the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

\_\_\_\_\_  
(Date)  
5.3 (2)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****EDUCATIONAL SERVICES**

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of ACT Standard Agreement Form between Rancho Santiago Community College District and ACT, Inc. for administering WorkKeys assessments	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) provides students, and the community, opportunities to prepare and test for licensure and certification through various industry- and state-approved exams administered in the ACT Testing Center. RSCCD has a long-standing relationship with ACT, Inc. and is continuing its partnership to access available assessments in English and Spanish of WorkKeys (paper-based and online), as well as continued access to the RegiSTAR database.

**ANALYSIS**

Under the ACT Standard Agreement Form, ACT will extend the service period to provide RSCCD access to the WorkKeys paper-based and online assessment systems, as well as access to RegiSTAR for issuance of the National Career Readiness Certificates where additional fees may apply (see attached Standard Pricing Exhibit for Education/Government). Fees are compensated through payments made by employers and examinees. Term of agreement shall remain in effect for three years from the date of signature on the Agreement form.

**RECOMMENDATION**

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

Fiscal Impact:	None	Board Date: June 25, 2018
Prepared by:	Ruth Cossio-Muniz, Executive Director, Digital Media Center	
Submitted by:	Enrique Perez, Vice Chancellor, Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



## Standard Agreement Form

For use of WorkKeys (online and paper) related products and services.

Customer Name (exact legal name):	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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### SECTION A: Customer details:

Customer Address	2323 N BROADWAY				
City	SANTA ANA	State	CA	Zip Code	92706
Person to Contact	Ruth Cossio-Muniz		Title	Director, Corporate Training Institute	
Direct Telephone	(714)564-5521		Email	cossio_muniz_ruth@rscdd.edu	

**SECTION B: Products and Services:** Customer is requesting access to all available assessments<sup>1</sup> on ACT's WorkKeys® Paper-Based Assessment System and WorkKeys® Online Assessment System<sup>2</sup> (the "Products and Services"). Additional fees may apply – see Pricing Exhibit for more information.

Assessment Language		
English	Spanish (where available)	<input checked="" type="checkbox"/> Both

<sup>1</sup> Returning Customers will continue to have access to any assessments previously provided by ACT, through that assessment's sunset date as communicated by ACT.

ACT® WorkKeys® National Career Readiness Certificates and RegiSTAR Access – Eligible Examinees will have access to ACT WorkKeys National Career Readiness Certificates they earn. Additionally, Customer may choose to have access to a RegiSTAR account that will provide them with certificate data related to assessment administered by their Authorized Customer Locations, including prior certificate data if Customer previously held a RegiSTAR account. Prior existing RegiSTAR configurations will continue. Certificate data for new accounts will be available on at least a monthly basis.

Access to RegiSTAR database

### Additional Products and Services

Customer wishes to accept walk-up testing and be listed on ACT's website as a provider of ACT WorkKeys assessments.

ACT® WorkKeys® Local Scan™.


**SECTION C: Term:** The term of this Agreement shall become effective on the date of the last signature of the Agreement and shall remain in effect for three years, unless terminated as provided herein.

**SECTION D: Complete Agreement:** The complete agreement between ACT and the Participating Location consists of the following which are all hereby incorporated by reference: (1) this Standard Agreement Form, (2) the attached General Terms and Conditions, (3) Pricing Exhibit, and (4) Trademark Guidelines.

**SECTION E: Signatures:** By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

**ACT, Inc.**

**Customer**

By:   
 Name: Paul J. Weeks  
 Title: Senior Vice President  
 Date: 5/7/2018

Signature: \_\_\_\_\_  
 Printed Name: Peter Hardash  
 Title: Vice Chancellor, Business Operations & Fiscal Services  
 Date: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

ACT and the Customer agree as follows:

**Definitions.** As used in this Agreement, the following terms shall mean:

- (i) "ACT" means ACT, Inc.
- (ii) "ACT Materials" means the Products and Services, including all component parts, modifications, updates, testing materials, manuals, documentation, related materials, written or electronic, and all intellectual property rights therein
- (iii) "Agreement" means the complete agreement as described in Section D of this Agreement.
- (iv) "Authorized Customer Locations" means those locations communicated to ACT by Customer that will administer the Products and Services.
- (v) "Authorized Examinees" means individuals who are age thirteen (13) or older.
- (vi) "Products and Services" means the products and services ordered by Customer identified in Section B of the Standard Agreement Form.
- (vii) "Customer" means the party named in Section A of the Standard Agreement Form.
- (viii) "Eligible Examinees" are examinees at the Authorized Customer Locations who have received qualifying scores on the Qualifying Assessments.
- (ix) "Qualifying Assessments" means the ACT WorkKeys<sup>®</sup> assessments in Applied Math, Graphic Literacy, and Workplace Documents.

**Term.** The term of this Agreement shall be as set forth in Section C of the Standard Agreement Form ("Term"), subject to earlier termination as set forth in this Agreement.

**Products and Services.** ACT agrees to provide, subject to the terms and conditions in this Agreement, the Products and Services indicated on the Standard Agreement Form. ACT reserves the right to add, delete, and modify Products and Services, including reports from time to time in its sole and absolute discretion.

**Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer a revocable, non-exclusive and non-transferable license during the Term of this Agreement to (a) access the Products and Services for the purpose of assessing the Authorized Examinees, (b) administer the Products to the Authorized Examinees, (c) resell the Assessments, and (d) use the ACT Materials in connection with the authorized administration of the Products. Customer may administer the Products at Authorized Customer Locations or sites of its own choosing that provide for a proper assessment environment (as set forth in the Manuals), provided that the System Materials are stored and secured at the Authorized Customer Location(s) when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement. ACT must receive any applicable site participation list (listing Authorized Customer Locations) before testing can occur at Customer's Authorized Customer Locations.

**Restrictions.** Except as expressly permitted herein, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the Products or ACT Materials in whole or in part, (c) authorize or allow a third party to use the Products or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble Products or ACT Materials, (f) store or install the ACT Materials, at any location other Authorized Customer Locations, (g) utilize or retain ACT Materials beyond the Term hereof, or (h) store excess paper test booklets.

**Payment Terms.** Customer agrees to pay ACT the amounts set forth in this Agreement. Customer shall make all payments within thirty (30) days of the date of an invoice from ACT. All invoices shall be sent to the Customer at the address listed in Section A of the Standard Agreement Form. ACT is required by law to collect and remit all applicable state and local taxes for goods and services provided. Customers who are exempt from such taxes must provide appropriate exemption documentation to ACT as proof of exempt status. ACT reserves the right to withhold fulfillment of orders for Products and Services and to discontinue access to the electronic systems for Products and Services, if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, issue refunds or take any other action as a result of a Customer's decision.

**Ownership of Materials.** ACT owns the ACT Materials and the trademarks "ACT," "Career Ready 101," "Local Scan," and "WorkKeys". Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials or ACT owned trademarks. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. The ACT Materials are licensed, not sold. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Products and Services to authorized examinees and its personnel solely for testing and interpretation purposes. Use of ACT trademarks is governed by the Use of ACT's Trademarks Section of these terms.

**Confidentiality.** During the Term of this Agreement, ACT may disclose certain Confidential Information of a special and unique nature to the Customer. As used in this Agreement, "Confidential Information" means ACT Materials, and any information (whether in written, verbal, or other format) marked or identified as being confidential or which a reasonable person would understand to be confidential from the nature of the information or the circumstances of the disclosure. Customer agrees that neither it nor its employees shall at any time during or following the Term, without the express written permission of ACT, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any Confidential Information, or use the Confidential Information except as strictly necessary for its intended and authorized purpose under this Agreement. Customer shall protect the Confidential Information using a standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. All Confidential Information shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall, within ten (10) days of ACT's written request, return the Confidential Information to ACT (including any copies thereof), or if ACT so permits, certify in writing that all Confidential Information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently deleted from any computer hardware or other equipment. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the Confidential Information and assist in remedying such unauthorized use or disclosure, as requested by

ACT (which shall not limit other remedies of ACT as provided herein or by applicable law). In the event of a breach or threatened breach of this Confidentiality Section, ACT, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Customer.

Use of ACT's Trademarks.

- a. Subject to the restrictions set forth in this Agreement and only during the term of this Agreement, ACT grants to the Customer a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the following ACT trademarks: WorkKeys<sup>®</sup>, NCRC<sup>®</sup>, and National Career Readiness Certificate<sup>®</sup>. ACT also grants to Customer a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the following designation: "Customer" is an authorized reseller of ACT WorkKeys<sup>®</sup>, NCRC<sup>®</sup>, and National Career Readiness Certificate<sup>®</sup> Products.
- b. Restrictions.
  - (i) All of the Customer's use of ACT's trademarks must be preapproved by ACT. Customer must contact ACT by email at workkeys@act.org to initiate the review process for any proposed trademark uses and shall not begin use of the trademarks until the Customer has received affirmative written approval from ACT to do so.
  - (ii) The Customer shall not use, any of ACT's trademarks in such a way so as to give the impression that they are the property of anyone other than ACT.
  - (iii) The Customer shall comply with the Trademark Guidelines, and any other reasonable requirements established by ACT concerning the style, design, display, and use of its trademarks. ACT may revise such guidelines and requirements in its sole discretion at any time and from time to time. The Customer agrees that it will not change the names of the ACT Products and Services in its administration, offering, marketing or other use of the Products and Services, and that the individual components shall always be known and referred to by their ACT dictated names unless renamed by ACT.
- c. Trademark Ownership. Except to the extent expressly granted in this Agreement, no rights to ACT's trademarks are granted by ACT under this Agreement. The Customer agrees that ownership of the Marks, as defined in the Trademark Guidelines, licensed to the Customer and the goodwill relating thereto shall remain vested in ACT both during the period of this Agreement and thereafter, and the Customer further agree never to challenge, contest or question the validity of ACT's ownership of the Marks or any registrations thereof by ACT. The Customer shall not file or prosecute a trademark or service mark application or applications to register the Marks (or any mark containing or similar to the Marks) in connection with any goods or services in any jurisdiction. This section (c) shall survive the termination of this Agreement, whether by expiration, termination or for any other reason.
- d. Term. The trademark license herein shall terminate immediately upon termination of this Agreement, and the Customer shall immediately delete or destroy all materials containing the Marks upon termination of this Agreement. ACT also reserves the right to immediately terminate the licenses set forth in this Agreement at will if the Customer's use of ACT's trademarks does not, in the judgment and sole discretion of ACT, comply with the requirements set forth in this Agreement.

Testing Procedures. Customer shall fully cooperate, and shall cause those individuals involved in the administration of or preparation for the products ("Administration Staff"), to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that its failure to maintain the confidentiality of the ACT Materials will result in damages to act and may require ACT to develop a replacement form. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.

Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's data usage policies, as amended from time to time.

**LIMITATION ON DAMAGES. ACT'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID ACT DURING THE THEN CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL ACT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**

**WARRANTY AND LIMITATIONS. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.**

**ACT DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY FOR (1) THE OPERATION OF OTHER PRODUCTS THAT MAY INTERFERE WITH THE PRODUCTS AND SERVICES, (2) TECHNICAL DIFFICULTIES THAT MAY ARISE DUE TO SIMULTANEOUS OPERATION OF OTHER PRODUCTS AND SERVICES IN THE DESIGNATED COMPUTER(S), (3) ANY LOSS OF DATA THAT MAY OCCUR DURING CUSTOMER'S USE OF THE PRODUCTS AND SERVICES, (4) ANY USE OF THE**

**PRODUCTS AND SERVICES ON EQUIPMENT THAT DOES NOT COMPLY WITH ACT'S COMPUTER CONFIGURATION REQUIREMENTS SET FORTH HEREIN AND (5) DELAYS OR OTHER EVENTS BEYOND ACT'S REASONABLE CONTROL.**

**FURTHER, ACT DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES ARE COMPATIBLE WITH EVERY INTERNET BROWSER OR WITH EVERY WORKSTATION. ACT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY COMPLICATION, SUITABILITY OR NON-COMPATIBILITY OF THE TECHNOLOGY, SOFTWARE OR HARDWARE USED BY CUSTOMER TO ACCESS AND USE THE PRODUCTS AND SERVICES.**

Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Within 30 days after termination for any reason, Customer shall pay ACT for all Products delivered and Services performed through the date of termination. All covenants and agreements to be performed and/or observed by either party under this Agreement after the termination of the Agreement or which by their nature survive such termination including, without limitation, those obligations and agreements set forth in the Grant and Scope of License, Restrictions, Ownership of Materials, Confidentiality, Data, Limitation on Damages, Entire Agreement and General Sections of these General Terms and Conditions, shall survive termination of this Agreement.

Use After Termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately destroy, or if requested by ACT, return, all copies of the ACT Materials in its possession. Customer shall certify in writing its compliance with these requirements.

Maintenance. ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

Updates and Modifications. The Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed; provided however, that (1) ACT reserves the right to charge a fee for the new functionalities available through the Products and Services; and (2) to the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated Products within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements. Customer's use of outdated versions of ACT WorkKeys shall be deemed a default of this Agreement.

U.S. Government Licensees. The online components of the Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products and Services with only those rights set forth herein.

Computer Requirements. Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/assessments/administration/technical.html> are required to properly access some components of the Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

Use of Third Parties. In the event that a third party is listed among the Authorized Customer Location(s) ("Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of the Third Party. The Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party.

Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, epidemics, inclement weather, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party immediately upon notice to the other.

Assignment; Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon Customer's permitted successors and assigns. ACT may subcontract all or part of its obligations under this Agreement provided that ACT shall remain responsible for any such subcontractor's performance.

Entire Agreement. By signing this Agreement (including all attachments incorporated herein), the parties terminate any previous agreement(s) related to ACT's WorkKeys, Local Scan, RegiSTAR or NCRC Products. The Agreement constitutes the entire agreement between the parties for the WorkKeys, Local Scan, RegiSTAR, and NCRC Products. The terms and conditions contained in this Agreement are the only conditions

applying to the delivery of the Products and Services listed above. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Notices. Except as set forth in the Trademark Guidelines, notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: Contract Services minizip 55. All notices shall be sent to Customer at the address set forth in Section A of the Standard Agreement Form. Customer Details in Section A of the Standard Agreement Form, may be updated by use of the form at: <http://act.org/workkeys-private/forms/address.html>, or by notice otherwise duly given. Submission of changes beyond Customer Details in Section A or Authorized Customer Location details may require an amendment to this Agreement.

Authorization. Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so.

General. This Agreement shall be governed by the laws of the State of Iowa. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Additional Terms and Conditions for WorkKeys Online. Customer will maintain any previously established testing realm which will be used for WorkKeys assessments within of this Agreement. ACT is unable to move testing data if the incorrect testing realm is chosen.

Additional Terms and Conditions for ACT WorkKeys National Career Readiness Certificates.

- a. Customer's ACT RegiSTAR Account.
  - (i) Establishing the ACT RegiSTAR Access. If applicable, an ACT RegiSTAR account containing assessment and certificate information regarding the performance of the Eligible Examinees on the Qualifying Assessments will be provided to the Customer. Subject to any applicable privacy restrictions, Customer will also be able to retrieve an electronic file containing the login names of the Eligible Examinees and their related passwords which will allow such examinees to release their certificate information electronically.
  - (ii) Match Criteria. ACT requires that certain identification information match and be included on all qualifying test records before those records form the basis for a credential. This process is important to ensure that qualifying scores are attributed to the correct examinee. If multiple test administrations are considered, the information must be identical on all records in the identification match fields. The five critical fields are: First Name; Last Name; Month of Birth; Day of Birth; Examinee ID.
  - (iii) Privacy. The Customer may have access to the assessment and certificate information related to the assessments administered at the Authorized Customer Locations, and Authorized Customer Locations may have access to assessment and certificate information related to the assessments delivered at their sites, however, ACT reserves the right to withhold personally identifiable information and institutionally identifiable information in accordance with ACT's Privacy Policy as it may be amended from time to time, and other legal and contractual requirements. ACT's current Privacy Policy permits the sharing of personally identifiable information of a participant of ACT's assessments, programs or services to (1) the individual that is the subject of such information, (2) others that pay for such individual to take the Assessment or receive a certificate, and (3) others who provide services to ACT or as necessary to deliver ACT's assessments, programs and services to such individual. If Customer is not among the persons permitted to receive personally or institutionally identifiable information under ACT's Privacy Policy or other legal or contractual requirements, Customer may not be able to view personally or institutionally identifiable information.
  - (iv) Dissemination of User Name and Passwords. Each Eligible Examinee that has provided ACT a valid email address in accordance with ACT's instructions will receive an email from ACT providing them with their individual user name and password. Subject to the privacy restrictions set forth in Section (iii) Privacy above, Customer may also access an electronic file containing such information from the ACT RegiSTAR account.
- b. Certificate Details. Standard Certificates (English or Spanish). The ACT WorkKeys National Career Readiness Certificate shall appear identical to the sample provided at <http://www.act.org/certificate/guidelines.html>. ACT reserves the sole right to change the ACT WorkKeys National Career Readiness Certificate requirements, content, data elements, and/or the "look and feel" of the certificate in its sole discretion, at any time.
  - (i) Co-Branded ACT WorkKeys National Career Readiness Certificate. If applicable, ACT will create Co-Branded Certificates for customers using a pre-defined template that can incorporate specific image and text additions that the Customer can provide to ACT. ACT will provide a proof of the Co-Branded Certificate to the Customer for approval. After Customer approval, ACT will load this template to the RegiSTAR system and it will become the default template used to either generate PDF's through the RegiSTAR system reports, or for printed certificate orders from ACT. The Co-Branded Certificate template, ACT NCRC Guidelines, requirements, content, data elements, and/or the "look and feel" of the certificate (the "Co-Branding Requirements") may be modified by ACT, at any time in its sole discretion. The parties will work together on the Co-Branded Certificate, but the ultimate design will be determined by ACT in its sole discretion. Any violation of this Section by Customer may result in immediate termination and/or any other remedies available under law.

- c. Certificate Sweep and printing. Any sweep for certificates pursuant to this contract will include information for all Authorized Examinees who tested at the Authorized Customer Locations that are part of the account created for the Customer, during the term of the Agreement. Customer may print certificates. Should Customer wish to have ACT print certificates (for additional fees) for Customer, ACT will print and ship the certificates to the address(es) provided by the Customer.
- d. Assessment Environment. Certificates will only be issued if the Qualifying Assessments used by an individual to achieve a Credential Level were administered to that individual under a proctored, secure environment.
- e. Certificate Contents. Certificates will only be issued if the Qualifying Assessments used by an individual to achieve a Credential Level were administered to that individual under a proctored, secure environment. The Credential Level (Platinum, Gold, Silver, or Bronze) will be displayed on the certificate. The certificate will contain the ACT WorkKeys National Career Readiness Certificate registration number and issue date on the face of the certificate.

Representations. Customer will not represent any alternate test score as a substitute for a WorkKeys test score. Customer will not represent to its customers that use of the Products and Services or any other ACT products or services will ensure compliance with any federal, state and local laws and regulations applicable to its customer or any labor, employee, or other contracts or practices to which its customer is a party. Customer represents and warrants that the statements made or affirmed by Customer on any enrollment application or otherwise made to ACT in connection to this Agreement, are true and continue to be true as of the date of signing this Agreement.

**EDUCATION/GOVERNMENT STANDARD PRICING EXHIBIT - Effective 9/1/2017**

ACT will invoice the Customer for the following fees as they are incurred.

<b>ACT Item Number</b> <i>(Internal ACT Use Only. Item Numbers Subject to Change)</i>	<b>Item</b>	<b>Current Fee*</b>  <i>*The actual fee charged is according to the ACT's price schedule in effect as of the date the fee is incurred. ACT may revise its price schedule from time to time. Prices set forth below are from ACT's price lists dated 9/1/2017</i>
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If purchasing ACT WorkKeys Online Assessments, ACT WorkKeys Paper Assessments, ACT WorkKeys Local Scan, ACT RegiSTAR related Products and Services, or other Products and Services, as indicated in Section B of the Standard Agreement Form, the following prices apply:

**ACT WorkKeys Products and Services**

<b>NEW ACT WorkKeys NCRC Assessment Delivery</b>		
N/A	Initial Online Assessment Delivery Set-Up Fee	Free
N/A	Training for Online Testing	Free Unlimited Access to Training for Online Testing (Other Training to be Negotiated)
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Math, Graphic Literacy, Workplace Documents)	\$12.00
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Mathematics, Locating Information, Reading for Information)	\$8.00
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Mathematics, Locating Information, Reading for Information) as part of walk-up testing (ACT Career Solutions Provider).	\$9.25
<b>Additional ACT WorkKeys Assessment Fees for Each Online Assessment Launched or Each Paper Assessment Scored (Available to returning Customers only, in English only):</b>		
	Fit	\$12.00
	Talent	\$12.00
	Applied Technology	\$12.00
	Business Writing	\$20.00
	Workplace Observation (Online Only)	\$20.00
	Observation (Paper Only)	\$14.00

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N/A	Online Practice Tests	\$0
Varies by Title	Paper Test Prep Packages	\$6.00
<b>New ACT WorkKeys Local Scan (available 10/1/2017)</b>		
TBD	Annual License Fee Incurred at Commencement of Annual Period	\$1950.00 per site
<b>ACT WorkKeys National Career Readiness Certificate (RegiSTAR and MyWorkKeys)</b>		
N/A	RegiSTAR Set-up and Maintenance Fees ACT WORKKEYS NCRC REGISTRATION <i>New Certificate earned after taking new assessments. Available 6/1/2017</i>	Free
0411NA08FE	NCRC CERTIFICATE REGISTRATION <i>Old certificate that can be earned with testing through availability of old NCRC test titles (Applied Mathematics, Locating Information, Reading for Information)</i>	\$4.00 per certificate
0411NC08FE	Certificates Printed by ACT	\$4.00 per certificate
N/A	Certificate Mailed to Customer by ACT (Single Address)	Free
0411ND08FE	Certificate(s) Mailed to Authorized Customer Locations by ACT	\$16.50 per Mailing per Authorized Customer Location
0411NB08FE	RegiSTAR Express Data Search	\$130.00 per Search plus \$4.00 per Name Included in File
N/A	Training	Free Unlimited Access to Online Training (Other Training to be Negotiated)
<b>ACT WorkKeys Additional Service Fees</b>		
04130015FE	Customer Requested Database/System Updates	\$100.00 per Hour (To be Used at ACT's Discretion with Prior Customer Notification)

### ACT Career Solutions Brochures and Information Flyers

Available online at: <http://www.act.org/workkeys/marketing/>. For Assistance call 1.800.967.5539.

Visit [www.act.org/workforce](http://www.act.org/workforce) for more information on ACT Career Solutions.

### **ACT, INC. TRADEMARK GUIDELINES**

The following guidelines describe the proper use of ACT's trademarks. ACT, Inc. reserves the right to change these guidelines at any time.

These guidelines do not entitle you to use any of ACT's trademarks except as specifically set forth in your Agreement with ACT. You may not use any other of ACT's trademarks or service marks unless otherwise expressly agreed to in advance in writing by ACT.

1. **Display of Trademarks.** Do not display any of ACT's trademarks in larger or more prominent typeface than your own name and trademarks without the prior written consent of ACT. Do not display any of ACT's trademarks in any way that would dilute, diminish, cause harm to, or misrepresent such trademarks, the product or service itself, or ACT.
2. **Attribution.** You must state, either in a footnote or in a parenthetical, that the trademark you are using is a trademark of ACT, and if the trademark is federally-registered, you must so indicate, e.g., "ACT is a federally registered trademark of ACT, Inc." All ACT attribution statements must be placed on a separate line from other attribution statements. If you use one or more of ACT's trademarks on a website, you must include an attribution on each page of the website in which the mark appears. For all other materials, include an attribution the first time you use the trademark in your materials or with your other attributions of a similar type, whichever is practical under the circumstances.
3. **Registration Notices.** For all ACT's federally registered trademarks, including "ACT," you must place the ® symbol immediately following the mark every time it is used. For all ACT trademarks that are not federally registered, Customer must place the ™ symbol immediately following the mark at least the first time you use it in a print or electronic document (e.g. on the cover, in the first inside header). In addition, if the document is long or multipart, use the ™ symbol with the trademark each time it appears in a major section, part, or element.
4. **No Confusing Use.** Even if you have received ACT's written authorization to use one or more of ACT's trademarks, you may not use any of them in a manner that is likely to cause confusion as to your affiliation, connection, or association with ACT, or as to the origin, sponsorship, or approval of your products by ACT.
5. **Endorsement.** You must indicate in all materials in which you use any ACT mark that your company is not affiliated with ACT, and your product is not approved or endorsed by ACT.
6. **Use Trademarks as Adjectives.** Use ACT's trademarks as proper adjectives only. A trademark is an adjective and should not be used as a verb or as a noun. The use of a noun in close proximity after a mark distinguishes the designation as a trademark, and the noun should always be used in conjunction with the mark



whenever possible. The preferred noun to accompany the mark “ACT” is test. Do not capitalize the word “the” when you are referring to the ACT test in other locations in the document and when you are not using a noun to follow the mark “ACT”, as follows:

- Correct: February 1, 2005, was a national test date for the ACT® test.
- Incorrect: February 1, 2005, was a national test date for The ACT.

7. No Plurals/Possessives. Do not use ACT’s trademarks in the possessive or plural form.
  - Incorrect: If you are going to take your ACTs on Saturday, you should use our test preparation materials.
8. Distinguish Trademarks. Set ACT’s trademarks, including the mark ACT, apart from other nouns and words they modify. The mark should be displayed in all capital letters and should not have periods between the letters. In addition, you should use the ® symbol, as discussed above, and the corresponding noun in accordance with these guidelines.
9. No Hyphens. Do not hyphenate ACT’s trademarks, even at the end of a line.
10. No Abbreviations or Acronyms. Do not shorten, abbreviate or create acronyms from ACT’s trademarks.
11. Do Not Combine Trademarks. Do not combine any of ACT’s trademarks with your trademarks.
12. Descriptions of ACT’s Products. Any statements describing any of ACT’s products that did not originate from ACT that you include on any web site or marketing materials must be submitted for advance review and approval to ACT’s legal department. Do not make any claims, representations, warranties, guarantees, or similar statements in any of your materials regarding ACT’s products or services unless expressly authorized in writing by ACT.
13. ACT’s Reservation of Rights. ACT reserves all rights, including the right to request samples of your materials using ACT’s trademarks. These guidelines do not constitute a grant or waiver of any rights with respect to any intellectual property owned by ACT. ACT reserves the right to challenge at any time any use that it deems an abuse or violation of its intellectual property rights, whether or not such use complies with these guidelines.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Lease Agreement between RSCCD and the Los Angeles Area Chamber of Commerce 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 increase the number of students who complete these programs, and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

**ANALYSIS**

Strong Workforce Program regional funds will be allocated to the Los Angeles Chamber Area of Commerce for a one-year lease. The purpose for the lease is to establish the LAOCRC LA Office to house both the Executive Director, LA Regional Director, and staff as stipulated in the lease agreement. The lease is all inclusive of base rent, shared operational expenses, and far below market rate for office space in the area.

The project administrator is Dr. Adriene "Alex" Davis, Vice Chancellor of Economic and Workforce Development.

**RECOMMENDATION**

It is recommended that the Board approve this 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: \$35,000.00 (grant-funded)	Board Date: June 25, 2018
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

OFFICE LEASE

350 SOUTH BIXEL STREET

LOS ANGELES AREA CHAMBER OF COMMERCE,

a California corporation,

as Landlord,

and

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**a California non-profit corporation,**

as Tenant

**OFFICE LEASE  
350 SOUTH BIXEL STREET**

LOS ANGELES AREA CHAMBER OF COMMERCE, a California corporation, as Landlord, and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a California non-profit corporation as Tenant.

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**EXHIBITS**

- |   |                              |
|---|------------------------------|
| A | RULES AND REGULATIONS        |
| B | JANITORIAL SERVICES          |
| C | BUILDING HOURS OF OPERATIONS |
| D | ESTOPPEL                     |

**350 SOUTH BIXEL STREET**  
**OFFICE LEASE**

This Office Lease (the "**Lease**"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "Summary"), below, is made by and between LOS ANGELES AREA CHAMBER OF COMMERCE, a California corporation ("**Landlord**"), and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a California non-profit corporation ("**Tenant**").

**SUMMARY OF BASIC LEASE INFORMATION**

<b><u>TERMS OF LEASE</u></b>	<b><u>DESCRIPTION</u></b>
1. Date:	July 1, 2018
2. Premises:	
2.1.1 Building:	That certain office building containing approximately 62,598 square-feet of space, located at 350 S. Bixel Street, Los Angeles, California 90017, and as further set forth in <u>Section 1.1.2</u> of this Lease.
2.2 Premises:	Approximately 1,512 rentable square feet of space located on the first (1 <sup>st</sup> ) floor of the building and commonly known as Suite 150.
3. Lease Term:	
3.1 Length of Term:	12 months (plus two (2) one-year options)
3.2 Lease Commencement Date:	July 1, 2018
3.3 Lease Expiration Date:	June 30, 2019
4. Base Rent: (See Article 3)	
	1-12 months = \$2,917 (\$35,000 annual)
Option #1:	13-24 months = not to exceed 20% premium over base
Option #2:	25-36 months = not to exceed 25% premium over base
5. Permitted Use:	General office use, consistent with the character of an office building (the "Permitted Use").
6. Security Deposit:	NONE
7. Parking Pass Ratio:	(see Article 28) two spaces (tandem; 2 cars max) included in lease
8. Address of Landlord:	350 South Bixel Street, Los Angeles, CA 90017
9. Address of Tenant:	<b>*** PLEASE PROVIDE ***</b>
10. Broker:	NONE

## 1. PREMISES, BUILDING, PROJECT, AND COMMON AREAS

### 1.1. Premises, Building, Project and Common Areas.

1.1.1. **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.1.2. **The Building and the Project.** The Premises are a part of the building set forth in Section 2.1 of the Summary (the "Building"). The term "**Project**," as used in this Lease, shall mean (i) the Building and the Common Areas, (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building and the Common Areas are located, and (iii) at Landlord's discretion, any additional real property, areas, land, buildings or other improvements added thereto outside of the Project.

1.1.3. **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, are collectively referred to herein as the "**Common Areas**"). The manner in which the Common Areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas. Subject to applicable laws and the other provisions of this Lease (including, without limitation, the Rules and Regulations and the normal operation of the Building during the "**Building Hours**" identified in Section 6.1.1, below), and except in the event of an emergency, Tenant shall have access to the Building, the Premises and the common areas of the Building, other than common areas requiring access with a Building engineer, twenty-four (24) hours per day, seven (7) days per week, every day of the year; provided, however, that Tenant shall only be permitted to have access to and use of the freight elevator, loading dock, mailroom and other limited-access areas of the Building during the normal operating hours of such portions of the Building. In addition, Tenant shall have the right to use the Building meeting rooms located on the first (1st) floor of the Building upon reasonable prior notice to Landlord and subject to availability on a first come, first served basis (as reasonably determined by Landlord). Usage of space in coordination of work with collaborative partners LA Area Chamber of Commerce Foundation and/or its affiliate UNITE LA will provided free-of-charge depending on availability. Use without charge will not exceed 32 hours in any one-month period through the Lease, after which prevailing meeting room rental rates as posted from time-to-time by Landlord shall apply.

- 1.2. **Verification of Rentable Square Feet of Premises and Building.** For purposes of this Lease, "rentable square feet" of the Premises shall be deemed as set forth in Section 2.2 of the Summary and shall not be subject to re-measurement or modification.

## 2. **LEASE TERM.**

- 2.1. **In General.** The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date set forth in Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the eleventh month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the Lease Expiration Date.

### 2.2. **Option Term.**

- 2.2.1. **Option Right.** Landlord hereby grants the Tenant originally named herein (the "**Original Tenant**") and its "Affiliate," as that term is defined in Section 14.8 below, two (2) options to extend the initial Lease Term for a period of one (1) year each option (the "**Option Term**"), which option shall be exercisable only by written notice delivered by Tenant to Landlord as provided below, provided that, as of the date of delivery of such notice, Tenant is not in default under this Lease and Tenant has not previously been in default under this Lease during the preceding twelve (12) month period. Upon the proper exercise of such option to extend, and provided that, at Landlord's option, as of the end of the initial Lease Term, Tenant is not in default under this Lease and Tenant has not previously been in default under this Lease, the Lease Term shall be extended for a period of one (1) year. The rights contained in this Section 2.2 shall be personal to the Original Tenant and any Affiliate and may only be exercised by the Original Tenant or its Affiliate (and not any other assignee, sublessee or transferee of Tenant's interest in this Lease) if the Original Tenant and/or its Affiliate occupies at least fifty percent (50%) of the Premises.

- 2.2.2. **Option Rent.** The annual rent payable by Tenant for the Premises during the Option Term (the "**Option Rent**") shall be equal to the "**Fair Market Rent Rate**," as that term is defined below. For purposes of this Section 2.2, the term "Fair Market Rent Rate" shall mean the rent (including additional rent and considering any "base year" or "expense stop" applicable thereto), including all escalations, at which tenants, as of the date of Landlord's delivery of the "Option Rent Notice," as that term is defined in Section 2.2.3 below, are, pursuant to transactions completed within the six (6) month period prior to Landlord's delivery of the Option Rent Notice, leasing non-sublease, non-encumbered, non-equity space comparable in size, location and quality to the Premises for a term of one (1) year ("**Comparable Transactions**"), which comparable space is located in the Project and in the Downtown Los Angeles Central Business District, taking into consideration all reasonable monetary concessions ("**Concessions**"). Market rate for "Class C" downtown Los Angeles as of 12/31/17 was \$2.83 triple-net, unfurnished lease. Chamber is offering gross, furnished lease for deep-discount market-adjusted in option 1 will not exceed and cap at 30% increase over

current base year rent as offered, and option 2 will not exceed and cap at 36% increase over current base year rent as offered.

2.2.3. **Exercise of Option.** The option contained in this Section 2.2 shall be exercised by Tenant, if at all, only in the following manner: (i) Tenant shall deliver written notice to Landlord not more than twelve (12) months nor less than four (4) months prior to the expiration of the initial Lease Term stating Tenant is interested in exercising its option; (ii) Landlord, after receipt of Tenant's notice, shall deliver notice (the "**Option Rent Notice**") to Tenant not less than three (3) months prior to the expiration of the initial Lease Term, setting forth the Option Rent; and (iii) if Tenant wishes to exercise such option, Tenant shall, on or before the sixty-days (60) prior the expiration of the initial Lease Term, exercise the option by delivering written notice thereof to Landlord.

2.3. **Tenant Termination Right.** The Original Tenant shall have the one-time right to terminate this Lease, effective as of the date (the "**Termination Date**") immediately preceding the first anniversary of the Lease Commencement Date, provided that (i) Landlord receives written notice (the "**Termination Notice**") from Tenant 60 days on or prior to the date immediately preceding first anniversary of the Lease Commencement Date stating Tenant's election to terminate this Lease pursuant to the terms and conditions of this Section 2.3, and (ii) on or before the Termination Date. All amounts due and owing by Tenant under this Lease as of the Termination Date must be paid upon termination. Provided that Tenant terminates this Lease pursuant to the terms of this Section 2.3, this Lease shall automatically terminate and be of no further force or effect and Landlord and Tenant shall be relieved of their respective obligations under this Lease as of the Termination Date, except those obligations set forth in this Lease which relate to the term of this Lease and/or which specifically survive the expiration or earlier termination of this Lease, including, without limitation, the payment by Tenant of all amounts owed by Tenant under this Lease up to and including the Termination Date.

3. **BASE RENT.** Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the address set forth in Section 4.2 of the Summary, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary, in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term which occurs after the expiration of any free rent period shall be paid at the time of Tenant's execution of this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

#### 4. **ADDITIONAL RENT**

4.1. **Taxes and Other Charges for Which Tenant Is Directly Responsible.** Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such



taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**", and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**."

## 5. USE OF PREMISES

- 5.1. **Permitted Use.** Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.
- 5.2. **Prohibited Uses.** The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices or agencies of any foreign governmental or political subdivision thereof; (ii) offices of any health care professionals or service organization; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (iii) retail or restaurant uses; or (iv) communications firms such as radio and/or television stations. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations (**Exhibit A**) or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project.

## 6. SERVICES AND UTILITIES

- 6.1. **Standard Tenant Services.** Landlord shall provide the following services on all days (unless otherwise stated below) during the Lease Term.
- 6.1.1. Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning ("**HVAC**") when necessary for normal comfort for normal office use in the Premises from 8:00 A.M. to 6:00 P.M. Monday through Friday (collectively, the "**Building Hours**"), except for the date of observation of Building Holidays referred to in **Exhibit C**.
- 6.1.2. Landlord shall provide adequate electrical wiring and facilities for connection to Tenant's lighting fixtures and incidental use equipment and needed for reasonable general office use. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises.

6.1.3.Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Building Common Areas and the Premises.

6.1.4.Landlord shall provide janitorial services to the Premises Monday through Friday, except the date of observation of the Holidays, in and about the Premises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building, which janitorial specifications are more particularly described on Exhibit B attached hereto.

6.1.5.Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, and shall have one elevator available at all other times.

6.1.6.Landlord shall provide nonexclusive elevator service subject to scheduling for freight.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

6.2. **Overstandard Tenant Use.** Tenant shall not, without Landlord's prior written consent, use heat-generating machines, equipment, or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, at the rates charged by the public utility company furnishing the same, including the cost of such additional metering devices. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation, and Tenant shall not install or use or permit the installation or use of any computer or electronic data processing equipment in the Premises, without the prior written consent of Landlord, except for normal and ordinary office-type equipment used in the ordinary course of business. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate, of Tenant's desired use in order to supply such utilities, and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time reasonably establish.

6.3. **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone, telecommunication, and electrical services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs,

replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease, provided that the Premises are not thereby rendered unable to tenant.

- 6.4. **Abatement of Rent.** In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of any failure to provide services, utilities or access to the Premises to the extent Landlord is obligated to provide same under this Lease (any such set of circumstances to be known as an "**Abatement Event**"), then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for five (5) consecutive business days after Landlord's receipt of any such notice, (the "**Eligibility Period**"), then Rent shall be abated or reduced, as the case may be, after the expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Rent for the entire Premises shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Rent shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event. To the extent Tenant is entitled to abatement without regard to the Eligibility Period because of an event described in Article 11 or Article 13 of this Lease, then the Eligibility Period shall not be applicable. Except as provided in this Section 6.4, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.
7. **REPAIRS.** Landlord shall maintain in operating order and keep in good repair and condition the structural portions of the Building, including the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, landscaping, exterior Project signage (specifically excluding any signage of Tenant provided pursuant to the terms of this Lease), base building stairwells, elevator cabs, plazas, art work, sculptures, men's and women's public washrooms, parking areas, Building mechanical, electrical and telephone closets, and all Common Areas and public areas (collectively, "Building Structure") and the base building mechanical, electrical,

life safety, plumbing, sprinkler systems and HVAC systems excepting any portion thereof located within the Premises which was constructed by or for Tenant and/or which exclusively services the Premises (collectively, the "Building Systems"). Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for all costs to repair the Building Structure and/or the Building Systems to the extent required because of Tenant's use of the Premises for other than normal and customary general office use, or as a result of damage caused by Tenant's negligence or willful misconduct subject to the waiver of subrogation set forth in Section 10.5 below and only to the extent not otherwise covered by Landlord's insurance pursuant to the terms of this Lease. Tenant shall, at Tenant's own expense, pursuant to the terms of this Lease, including without limitation Article 8 hereof, keep the Premises, including all improvements, fixtures and furnishings therein, and the floor or floors of the Building on which the Premises are located, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense, but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, pursuant to the terms of this Lease, including without limitation Article 8 hereof, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by ordinary wear and tear or beyond the reasonable control of Tenant; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

## **8. ADDITIONS AND ALTERATIONS**

- 8.1. **Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building.
- 8.2. **Manner of Construction.** Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen selected by Tenant from a list provided and approved by Landlord, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term, and the requirement that all Alterations conform in terms of quality and style to the building's standards established by Landlord. If such Alterations will involve the use of or disturb hazardous materials or substances existing in the

Premises, Tenant shall comply with Landlord's rules and regulations concerning such hazardous materials or substances. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City of Los Angeles, all in conformance with Landlord's construction rules and regulations. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall include the structural portions of the Building, and the public restrooms and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Project management office a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3. **Payment for Improvements.** NONE – section left intentionally blank.

8.4. **Construction Insurance.** NONE – section left intentionally blank.

8.5. **Landlord's Property.** All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord, except that Tenant may remove any Alterations, improvements, fixtures and/or equipment which Tenant can substantiate to Landlord have not been paid for with any Tenant improvement allowance funds provided to Tenant by Landlord, provided Tenant repairs any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord. Furthermore, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given following any earlier termination of this Lease, require Tenant, at Tenant's expense, to remove any Alterations or improvements in the Premises, and to repair any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations or improvements in the Premises, and return the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord, then at Landlord's option, either (A) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16, below, until such work shall be completed, or (B) Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, and removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the

Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

9. **COVENANT AGAINST LIENS** Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

## 10. **INSURANCE**

### 10.1. **Mutual Indemnification.**

Each party 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, including reasonable attorney fees, 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.

- 10.2. **Landlord's Fire, Casualty and Liability Insurance.** Landlord shall carry commercial general liability insurance with respect to the Building during the Lease Term, and shall further insure the Building during the Lease Term against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Building or the ground or underlying lessors of the Building, or any portion thereof. Notwithstanding the foregoing provisions of this Section 10.2, the coverage and amounts of insurance carried by Landlord in connection with the Building shall, at a minimum, be comparable to the coverage and

amounts of insurance which are carried by reasonably prudent landlords of comparable buildings located in the vicinity of the Project, and Worker's Compensation and Employer's Liability coverage as required by applicable law. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3. **Tenant's Insurance.** Tenant shall maintain the following coverage in the following amounts.

10.3.1. Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than: Bodily Injury and Property Damage Liability \$1,000,000 each occurrence; \$2,000,000 annual aggregate. Personal Injury Liability: \$1,000,000 each occurrence; \$2,000,000 annual aggregate 0% insured's participation.

10.3.2. Physical Damage Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

10.3.3. Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.4. **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's lender, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; and (vi) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at

least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, upon at least five (5) days prior written notice to Tenant, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

- 10.5. **Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.
- 10.6. **Additional Insurance Obligations.** Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

## **11. DAMAGE AND DESTRUCTION**

- 11.1. **Repair of Damage to Premises by Landlord.** Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building, Tenant Improvements and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building, Tenant Improvements and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, upon notice (the "**Landlord Repair Notice**") to Tenant from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 of this Lease (but not in excess of the total cost of the replacement of the damage to the Premises), and Landlord shall repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy,



Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof; provided, further, however, that if the damage or destruction is due to the negligence or wilful misconduct of Tenant or any of its agents, employees, contractors, invitees or guests, Tenant shall be responsible for any reasonable, applicable insurance deductible (which shall be payable to Landlord upon demand).

11.2. **Landlord's Option to Repair.** Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building or Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within ninety (90) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) the damage is not fully covered by Landlord's, other tenants of the Building and/or Project, or Tenant's insurance policies and Tenant (and/or other tenants of the Building and/or Project) does not pay to Landlord the difference between (A) the cost to repair the damage and (B) the aggregate amount covered by their respective insurance; or (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; or (v) the damage occurs during the last twelve (12) months of the Lease Term and less than ninety percent (90%) of the Lease Term (calculated as of the date the damage occurs) would remain, in Landlord's reasonable judgment, following the completion of the repair of such damage.

11.3. **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

12. **NONWAIVER.** No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the

termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

13. **CONDEMNATION.** If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

#### 14. **ASSIGNMENT AND SUBLETTING**

- 14.1. **Transfers.** Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Premium", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all documentation effectuating the proposed Transfer (provided that Tenant promptly provides Landlord with an executed copy of such documentation after the same has been fully-executed), including all operative documents to evidence such Transfer and all agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard consent-to-Transfer documents in connection with the documentation of such Transfer, (iv) current financial statements of the proposed Transferee

certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee and any other information required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space and (v) an executed estoppel certificate from Tenant. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord, in an amount not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in the aggregate, but such limitation of fees shall only apply to the extent such Transfer is in the ordinary course of business. Landlord and Tenant hereby agree that a proposed Transfer shall not be considered "in the ordinary course of business" if such Transfer involves the review of documentation by Landlord on more than two (2) occasions.

14.2. **Landlord's Consent.** Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1. The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project, or would be a significantly less prestigious occupant of the Building than Tenant;

14.2.2. The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3. The Transferee is either a governmental agency or instrumentality thereof;

14.2.4. The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.5. The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease;

14.2.6. The terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or

14.2.7. Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating with Landlord to lease space in the Project at such time, or (iii) has negotiated with Landlord during the twelve (12)-month period immediately preceding the Transfer Notice; or

14.2.8. The Transferee does not intend to occupy the entire Premises and conduct its business therefrom for a substantial portion of the term of the Transfer.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, losses, claims, damages, costs, expenses, causes of action and proceedings involving any third party or parties (including without limitation Tenant's proposed subtenant or assignee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent.

14.3. **Transfer Premium.** If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any free base rent reasonably provided to the Transferee, (iii) any brokerage commissions in connection with the Transfer, the amount of Base Rent paid by Tenant to Landlord with respect to the Subject Space during the period commencing on the date (the "**Downtime Commencement Date**") which is the later to occur of the date Tenant contracts with a reputable broker to market the space, and (8) the date Tenant vacates the Subject Space, until the commencement date of a sublease entered into by Tenant for the Subject Space, and (v) attorneys' fees. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for (x) services rendered by Tenant to Transferee or (y) for assets, goodwill, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. In the calculations of the Rent (as it relates to the Transfer Premium calculated under this Section 14.3), the Rent paid during each annual period for the Subject Space shall be computed after adjusting such rent to the actual effective rent to be paid, taking into consideration any and all leasehold concessions granted in connection therewith, including, but not limited to, any rent credit and tenant improvement allowance. For purposes of calculating any such effective rent all such concessions shall be amortized on a straight-line basis over the relevant term.

14.4. **Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary

contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter). In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of this Article 14.

- 14.5. **Effect of Transfer.** If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than two percent (2%), Tenant shall pay Landlord's costs of such audit.
- 14.6. **Additional Transfers.** For purposes of this Lease, the term "Transfer" shall also include (i) If Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of twenty-five percent (25%) or more of the partners, or transfer of twenty-five percent (25%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of twenty-five percent (25%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of twenty-five percent (25%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period.
- 14.7. **Occurrence of Default.** Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord

as its landlord under any such Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

- 14.8. **Affiliate Transfers.** Notwithstanding any provision to the contrary contained in this Lease, an assignment of this Lease or a subletting of all or a portion of the Premises to an "Affiliate" (defined below) of Tenant shall not be deemed an assignment or sublease requiring the consent of Landlord under Article 14 of this Lease, and such assignment or sublease shall not be subject to the terms of Sections 14.3 and 14.4 above, provided that (i) Tenant promptly notifies Landlord in writing of any such assignment or sublease and promptly supplies Landlord with any documents or information requested by Landlord regarding such assignment or sublease or such Affiliate (including, without limitation, the operative assignment or sublease agreements), (ii) such Affiliate has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied (and excluding goodwill, organization costs and other intangible assets) that is sufficient to meet the obligations of Tenant under this Lease and is at least equal to the greater of (a) the net worth of Tenant immediately prior to such assignment or sublease and (b) the net worth of Tenant on the date of this Lease, and Tenant provides proof of the same to Landlord, (iii) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (iv) such assignment or sublease shall be subject and subordinate to all of the terms and provisions of this Lease and (v) such assignment or sublease does not cause Landlord to be in default under any existing lease at the Building. Notwithstanding the foregoing, in no event shall any such assignment or sublease permitted under this Section 14.8 relieve Tenant (or its successors and assigns) of its obligations under this Lease. "**Affiliate**" shall mean any entity to whom Tenant's interest in this Lease is assigned or sublet, provided such entity is (1) an entity controlled by, under common control with, or that controls Tenant, (2) the resulting entity of a merger or consolidation of Tenant with another entity or (3) an entity that acquires all or substantially all of the stock or assets of Tenant. "Control", as used in this Section 14.8, shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity.

## **15. SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES**

- 15.1. **Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the

keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or sub tenancies affecting the Premises or terminate any or all such sublessees or sub tenancies.

- 15.2. **Removal of Tenant Property by Tenant.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and casualty damage excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.
16. **HOLDING OVER.** If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to 140% of Base Rent, which supersedes the cap provided in 2.2.2 of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein. For purposes of this Article 16, a holding over shall include Tenant's remaining in the Premises after the expiration or earlier termination of the Lease Term, as required pursuant to the terms of Section 8.5, above, to remove any Alterations or Above Building Standard Tenant Improvements located within the Premises and replace the same with Building Standard Tenant Improvements. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.
17. **ESTOPPEL CERTIFICATES.** Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an **estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit D, attached hereto** (or such other form as may be required by any prospective mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for

such purposes. At any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

18. **SUBORDINATION.** This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Notwithstanding anything to the contrary contained in this Article 18, as a condition precedent to any such subordination set forth above, Landlord shall provide Tenant with a commercially reasonable subordination, non-disturbance and adornment agreement recognizing this Lease from any future mortgagees, trust-deed holders, or ground lessors. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attend, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

## 19. **DEFAULTS; REMEDIES**

19.1. **Events of Default.** The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1. Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within three (3) days after notice; or

19.1.2. Except where a specific time period for Tenant's cure is otherwise set forth in this Lease, in which event the failure to cure by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured



within a ten (10) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3. To the extent permitted by law, a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.4. Abandonment or vacation of all or a substantial portion of the Premises by Tenant; or

19.1.5. The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than two (2) business days after notice from Landlord; or

19.1.6. Tenant's failure to occupy the Premises within ten (10) business days after the Lease Commencement Date.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law.

19.2. **Remedies upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor; and Landlord may recover from Tenant the following: (i) the worth at the time of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to,

brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 19.2.1(iii) above, 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%).

19.2.2. Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.3. **Subleases of Tenant.** Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4. **Form of Payment after Default.** Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

19.5. **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

20. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the

other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

**21. SECURITY DEPOSIT** – NONE intentionally left blank

**22. SIGNS**

22.1. **Multi-Tenant Floors.** If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Landlord's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program. Any changes or modifications to the Tenant's identifying signage shall be at Tenant's sole cost and expense.

22.2. **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

23. **COMPLIANCE WITH LAW.** Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Applicable Laws**"). Tenant shall, at its sole cost and expense, promptly comply with any Applicable Laws which relate to (i) Tenant's use of the Premises, (ii) any Alterations made by Tenant to the Premises, and any tenant improvements existing in the Premises as of the date of this Lease, or (iii) the Base Building, but as to the Base Building, only to the extent such obligations are triggered by Alterations made by Tenant to the Premises, or Tenant's use of the Premises for non-typical general office use. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Premises as are required to comply with the governmental rules, regulations, requirements or standards described in this Article 24. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant. Landlord shall comply with all Applicable Laws relating to the Base Building, provided that compliance with such Applicable Laws is not the responsibility of Tenant under this Lease, and provided further that Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees.

24. **LATE CHARGES.** If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, then Tenant shall pay

to Landlord a late charge equal to ten percent (10%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord (following the date the late charge accrues) by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Notwithstanding the foregoing, Landlord shall not charge Tenant a late charge for the first Late payment in any twelve (12) month period during the Lease Term that Tenant fails to timely pay Rent or another sum due under this Lease... The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) business days after the date they are due shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

## **25. LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT**

25.1. **Landlord's Cure.** All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.1.2, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

25.2. **Tenant's Reimbursement.** Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within ten (10) days following delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) subject to Section 29.18 below, sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

26. **ENTRY BY LANDLORD.** Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to current or prospective mortgagees, ground or underlying lessors or insurers; (iii) post notices of no responsibility; or (iv) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (A) perform services required of Landlord, including janitorial service; (B) take possession due to any breach of this Lease in the manner provided herein; and (C) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages

or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein.

## **27. TENANT PARKING**

27.1. **Tenant Parking Passes.** Two (2) spaces (i.e., one (1) tandem of 2 cars max) in the Landlord garage are included in lease term. Spaces are located based on availability in the garage. Additional spaces if available can be purchased on monthly basis at prevailing rates. Tenant visitors must pay hourly/ daily rate posted. Validations may be purchased separately from Landlord at prevailing rates.

27.2. **Other Terms.** Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord. The parking passes rented by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant may validate visitor parking by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking.

27.3. **Parking Procedures.** The parking passes initially will not be separately identified; however Landlord reserves the right in its sole and absolute discretion to separately identify by signs or other markings the area to which Tenant's parking passes relate. Landlord shall have no obligation to monitor the use of such parking facility, nor shall Landlord be responsible for any loss or damage to any vehicle or other property or for any injury to any person. Tenant's parking passes shall be used only for parking of automobiles no larger than full size passenger automobiles, sport utility vehicles or pick-up trucks. Tenant shall comply with all rules and regulations which may be adopted by Landlord from time to time with respect to parking and/or the parking facilities servicing the Project. Tenant shall not at any time use more parking passes than the number so allocated to Tenant or park its vehicles or the vehicles of others in any portion of the Project parking facility not designated by Landlord as a non-exclusive parking area. Except with respect to the Reserved Parking Pass, Tenant shall not have the exclusive right to use any specific parking space, provided that Landlord may change the location of the Reserved Parking Pass in its sole discretion at any time during the Lease Term. If Landlord grants to any other tenant the exclusive right to use any particular parking space(s), Tenant shall not use such spaces. All trucks (other than pick-up trucks) and delivery vehicles shall be (i) parked at the loading dock of the Building, (ii) loaded and unloaded in a manner which does not interfere with the businesses of other occupants of the

Project, and (iii) permitted to remain on the Project only so long as is reasonably necessary to complete loading and unloading. In the event Landlord elects in its sole and absolute discretion or is required by any law to limit or control parking, whether by validation of parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable rules and regulations as are from time to time established by Landlord.

## **28. MISCELLANEOUS PROVISIONS**

- 28.1. **Captions.** The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.
- 28.2. **Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.
- 28.3. **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.
- 28.4. **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.
- 28.5. **Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.
- 28.6. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant.
- 28.7. **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

- 28.8. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- 28.9. **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.
- 28.10. **No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.
- 28.11. **Landlord Exculpation.** The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), provided that in no event shall such liability extend to and sales or insurance proceeds received by Landlord or the Landlord Parties in connection not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.
- 28.12. **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.
- 28.13. **Right to Lease.** Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.
- 28.14. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as

to Tenant's obligations under Articles 5 and 24 of this Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

28.15. **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) transmitted by telecopy, if such telecopy is promptly followed by a Notice sent by Mail, (C) delivered by a nationally recognized overnight courier, or (D) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the telecopy is transmitted, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made or attempted to be made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant. As of the date of this Lease, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses: Los Angeles Area Chamber of Commerce 350 South Bixel Street, Los Angeles, California 90017. Attention: Chief Financial Officer.

28.16. **Joint and Several.** If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

28.17. **Authority.** If Tenant is a corporation, trust or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in California.

28.18. **Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

28.19. **Governing Law: WAIVER OF TRIAL BY JURY.** This lease shall be construed and enforced in accordance with the laws of the State of California. ANY ACTION OR PROCEEDING



ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

28.20. **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

28.21. **Broker.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "Broker"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall, and Tenant shall not, pay the commission due the Broker in connection with this Lease pursuant to a separate written agreement. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Broker, occurring by, through, or under the indemnifying party.

28.22. **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

28.23. **Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

28.24. **Building Renovations.** It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant. However, Tenant hereby acknowledges that Landlord is currently renovating or may during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Project, the Building and/or the Premises including without limitation the parking structure,

common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Building common areas and tenant spaces, (ii) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (iii) installing new floor covering, lighting, and wall coverings in the Building common areas, and in connection with any Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the common areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions. In connection with the foregoing, Landlord shall use commercially reasonable efforts to minimize interference with the Tenant's use and enjoyment of, and access to, the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

“LANDLORD”

LOS ANGELES AREA CHAMBER OF COMMERCE,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

“TENANT”

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

## RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.
3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in Los Angeles. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.
4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.
5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, or canvass any occupant of the Project and shall be required to obtain Landlord's prior written consent. Tenant shall not purchase spring water, ice, towel, linen, maintenance or other like services from any person or persons not approved by Landlord.
8. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
9. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.
10. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.
11. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
12. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
13. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
14. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

15. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
16. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
17. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.
18. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Los Angeles County, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the
19. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sun-screened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.
20. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
21. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.
22. Tenant must comply with all applicable "**NO-SMOKING**" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on

file in the office of the Building.

23. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.
24. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.
25. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.
26. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.
27. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.
28. Tenant shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.
29. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Project.

--[end]--

## JANITORIAL SERVICES

Janitorial services are provided by Chamber staff who report to the Director of Facilities. Service normally begins after 4pm, Monday through Friday. Services include:

- 1.) Office dusting
- 2.) Office vacuum
- 3.) Trash removal
- 4.) Carpet shampoo common areas – quarterly
- 5.) Exterior window washing – annually

Pest control is also provided periodically and as needed



**2018 Holiday Observance Schedule**

<u>Holiday</u>	<u>Date Observed</u>	<u>Day of Week</u>
New Year's Day	January 1, 2018	Monday
Martin Luther King Jr. Birthday	January 15, 2018	Monday
President's Day	February 19, 2018	Monday
Memorial Day	May 28, 2018	Monday
Independence Day	July 4, 2018	Wednesday
Labor Day	September 3, 2018	Monday
Thanksgiving Day	November 22, 2018	Thursday
Day After Thanksgiving	November 23, 2018	Friday
Christmas Eve	December 24, 2018	Monday
Christmas Day	December 25, 2018	Tuesday
Floating Holiday (Observed)	December 26, 2018	Wednesday
Veteran's Day (Observed)	December 27, 2018	Thursday
<b>Extra Floating Holiday*</b>	<b>December 28, 2018</b>	<b>Friday</b>
New Year's Eve	December 31, 2018	Monday
New Year's Day	January 1, 2019	Tuesday

**PLEASE NOTE:** For 2018, the Floating Holiday will be used on December 26, 2018 and an Extra Floating Holiday has been added on December 28, 2018 to provide Chamber staff continued days off for the Holiday season. These two floating holidays cannot be taken on any other day.

**EARLY RELEASE DATES:** On the Fridays before a holiday that lands on a Monday, and the Wednesday before Thanksgiving, the Chamber intends to close the office at 3:00pm to give staff a little extra time to celebrate the major holiday weekend. Anticipated early release days are not guaranteed and are subject to change based on workloads or upcoming Chamber events.

*Issued October 27, 2017*



## TENANT ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Office Lease (the "Lease") made and entered into as of [DATE] between [CORPORATE NAME LANDLORD] as Landlord, and the undersigned as Tenant, for Premises at the office building located at [ADDRESS]. Attached hereto is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained herein represent the entire agreement between the parties as to the Premises.

- 1) The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on [DATE] and the Lease Term expires on [DATE] and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the Project, except as specifically set forth in the Lease.
- 2) Base Rent became payable on [DATE]
- 3) The Lease is in full force and effect and has not been modified, supplemented or amended in any way.
- 4) Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:
- 5) All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through [DATE]. The current monthly installment of Base Rent is [\$XXX].
- 6) To the undersigned's actual knowledge, all conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder.
- 7) No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord except as provided in the Lease.
- 8) To the undersigned's actual knowledge, as of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord.
- 9) If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.
- 10) There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.

Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

Executed at [CITY, STATE] on the [DATE]

"Tenant":

[LEGAL CORPORATE NAME]

---

By: [NAME]/ signed

Its: [TITLE]

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 25, 2018
Re:	Approval of Agreement with Rancho Santiago Community College District and 25 <sup>th</sup> Hour Communications for Marketing and Advertising Services	
Action:	Request for Approval	

**BACKGROUND**

Over the past year, presentations at Board of Trustees meetings have focused on the importance of marketing and advertising at both the college and District level. In today's marketplace, current and prospective students have many options open to them. They may choose to return to the workforce now that jobs have become more plentiful or they may select one of the seven other community colleges in Orange County. Due to the competitive marketplace, Santa Ana and Santiago Canyon colleges have worked diligently to build student enrollment. Marketing, public relations, and advertising play a key role in attracting and retaining students.

In the coming weeks, the District will launch a Marketing Task Force to review the best practices in community college marketing and establish a plan that will better position RSCCD in the marketplace. At the same time, the Strong Workforce Program is spotlighting Career Education programs across the District requiring increased marketing and communications activities. As part of the work of the Orange County Consortium, Economic Impact Studies will soon be released. The importance of these studies needs to be communicated with key internal and external stakeholders.

Over the past year, the District has worked increase communication with key stakeholders. Initiatives that have been undertaken include the Report to the Community and the Rancho News e-newsletter. For internal audiences, an online, anonymous employee suggestion box, Suggestion Ox, was initiated. The Suggestion Ox Dialog, an internal e-newsletter, provided valuable to employees.

All of these initiatives require the support of the Public Affairs and Publications department. Additionally, since Santiago Canyon College does not have a public information officer, District Public Affairs and Publications has lent their support to provide key marketing, public relations, web content writing, and social media services. In addition, a wide of array of support services including press release writing and dissemination have been made available to Santa Ana College.

The Director of Public Affairs and Publications, who takes the lead on all marketing and public relations strategies for the District, is retiring on August 31. Her last day in the office is June 29. While a thorough assessment of the marketing and communications function takes place, the interim support of a full-service marketing and communications agency is needed.

**ANALYSIS**

25<sup>th</sup> Hour Communications is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California community colleges. They are the only firm in U.S. that has two CCPRO All-PROs (the communicator-of-year selected by the California Community College Public Relations Organization) and an NCMPR District 6 Communicator-of-the-Year. These experts have been in the trenches at community colleges, both as employees and as consultants.

In addition to the scope of work below the District will have one point person on site two days per week, plus access to the entire agency team:

- Support of marketing task force launch.
- Production of white paper on best practices in community college marketing. (This is a service provided for an extra fee.\*)
- Development and implementation of a targeted marketing plan for the District, Santa Ana and Santiago Canyon colleges.
- Creation of messages for distinct marketing campaigns
- Media buying services are available for an 8% agency buying and placement fee.
- Create a public relations/media plan to support strategic goals.
- Provide unlimited press release writing and distribution.
- Create and implement an annual internal communications plan.
- Develop and distribute the monthly external newsletter, Rancho News.
- Develop and manage an online news center.
- Writing of web content as needed.
- Two-day photo shoot during the fall.
- Perform a social media audit and provide social media management services by posting and tweeting on a daily basis for the District, Santa Ana and Santiago Canyon colleges.
- If the agreement continues for 12 months, a district-wide marketing assessment will be conducted.

The above scope of work will ensure adequate support of the marketing and communications function throughout the District.

The services covered by this agreement shall commence on June 26, 2018 and end no later than June 30, 2019. The contract is a not to exceed fee of \$145,900. The fee structure is as follows:

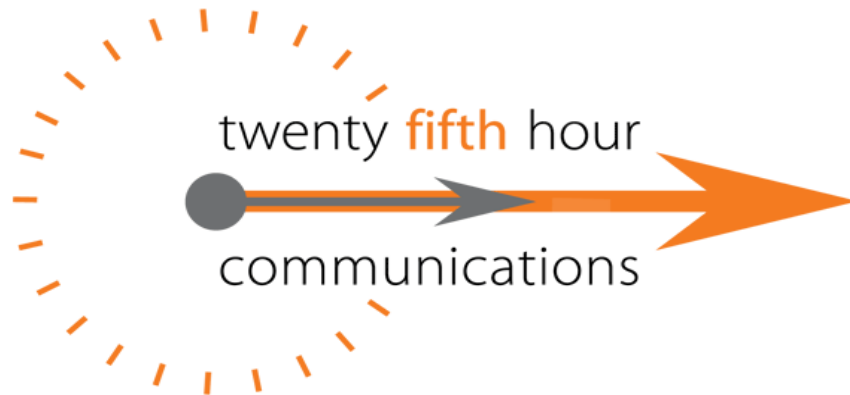
- On a month-to-month basis, \$9,000 per month for the scope of work above.
- The best practices white paper is an additional \$8,000 one-time fee.
- The district-wide marketing assessment is available for \$29,900 if the contract does not continue for 12 months.

The project is paid through a combination of sources. The month-to-month contract is paid through the Public Affairs and Publications salary and benefits accounts while the best practices white paper and the district-wide marketing assessment, if undertaken, is paid through Educational Services accounts.

**RECOMMENDATION**

It is recommended that the Board approve the agreement with 25<sup>th</sup> Hour Communications and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$145,900.00	Board Date: June 25, 2018
Prepared by:	Judy Iannaccone, Director Public Affairs & Publications	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Professional Services Agreement for  
**Rancho Santiago Community College District**  
Marketing and Advertising Services

Prepared by: Trish Lamantia  
June 11, 2018

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**25<sup>th</sup> Hour Communications**  
34 Glen Road  
Westwood, MA 02090-3106  
Phone: 805-221-5988  
Fax: 805-296-3654  
[www.25comm.com](http://www.25comm.com)

## **Rancho Santiago Community College District**

### **Marketing & Advertisement Services**

#### **Company Ownership and History**

Founded in 2011, 25<sup>th</sup> Hour Communications, Inc. is a legally recognized corporation with offices located in California and Massachusetts. The owners are Jennifer Aries and Trish Lamantia. With a team of employees and consultants, 25<sup>th</sup> Hour Communications, Inc. has quickly become one of the leading community college marketing communication firms in the country.

With backgrounds spanning from student to staff to senior director, we combined our talents and built 25<sup>th</sup> Hour Communications, Inc. on the foundation of passion for the community college mission and the fundamental goal of implementing the power of effective marketing in order to foster community college student success.

#### **Consultant Qualifications**

Experts in higher education communications and marketing, the 25<sup>th</sup> Hour Communications team brings a fresh, 360-degree perspective to your marketing and communication challenges.

The facilitation of both internal and external marketing and communications invites a host of rapidly evolving challenges. At 25<sup>th</sup> Hour Communications we are acutely aware of and well versed in meeting these challenges because we have successfully worked in these environments. We have

- created and implemented marketing communication plans for community colleges
- constructed, executed, and managed a digital-based CTE outreach project for the Texas community and state technical colleges
- assessed and rebuilt marketing departments as both employees and consultants
- created a national communication plan promoting free community college education, and
- have led the charge to repair and stabilize the reputation and enrollment of the largest multi-campus community college in the country.

Our experience gives us an in-depth understanding of the importance of streamlined, efficient marketing communications. From our experience, we have compiled “best practices” standards that we offer each client.

Throughout our many years of service to other colleges like Solano Community College, we have lived and breathed the demanding missions of community colleges and how they are perceived as being all things to all people. We also understand the challenges and politics within these great schools. By uniting the different constituencies, we have successfully eliminated barriers, supported robust communication and marketing to recruit and retain students, all while supporting teaching and learning.

For our clients, we have successfully:

- Increased Spring and Summer 2017 and Spring 2018 enrollment for our marketing/advertising clients
- Increased Fall 2016 enrollment by 8% for a multi-college community college district in the San Francisco Bay Area
- Increased Fall 2016 enrollment for a rural community college for the first time in four semesters
- Increased enrollment 2.5% for the first time in two years
- Achieved the Hispanic Serving Institution designation with 25% Hispanic enrollment earning our client \$2.5 million
- Increased enrollment by 8% and top of mind awareness during an accreditation crisis
- Increased enrollment for a northeast community college by 8%; it is the only community college in its system that had increased enrollment
- Integrated the concept of front-end marketing into college enrollment management and curriculum development
- Successfully created and implemented recruitment campaigns for new buildings/campus centers, then created and implemented the bond campaigns to obtain funds for those buildings/centers
- Implemented new college and district brands through integrated marketing communications, including buy-in and support from faculty, staff and students

- Created and implemented social media campaigns leading to engagement, cross promotion, enrollment generation, and increasing following for one college by 8,000 subscribers in just 8 months

We have successfully delivered on-site managed services for multiple community colleges, ongoing website and social media management, and have helped colleges raise millions of dollars through campaigns and ballot initiatives. In fact, we currently manage social media for 13 community colleges across the country.

We pride ourselves on delivering excellent service with 24/7 access to each team member. When you work with 25<sup>th</sup> Hour Communications, you won't work with an account manager – you will work with our company president, CEO, vice presidents and the staff who do the work. You are that important to us.

## Leadership Personnel

Jennifer Aries, President

For more than 25 years, Jennifer served as a director of marketing and communications in California community college districts.

Jennifer is a national leader in community college marketing communications. She has been the primary college spokesperson and communicator during a campus student shooting, created and implemented the public information and political campaigns to pass a \$498 million facilities bond to “build out” one college and renovate a second, served as the statewide director of public information for the Community College League of California, and served as the statewide sports information director of California community college intercollegiate athletics. She most recently served as the director of marketing communications for a community college going through an accreditation and enrollment crisis.

Throughout her career she has been on the front lines as new marketing and communication trends have emerged. With her extensive knowledge and experience she has lead teams in developing brands, marketing plans and strategies to drive enrollment, brand awareness, and resource development. She has also created and implemented communication plans to assist colleges in delivering their message to their many constituencies.

She has been recognized by the National Council of Marketing and Public Relations (NCMPR) as a District 6 Communicator of the Year, by the Community College Public Relations Organization (CCPRO) as an All-PRO, and awarded the Distinguished Administrator Award by the Chabot College Academic Senate.

Jennifer’s experience extends beyond colleges to include corporations and non-profit associates that work primarily in higher education. Her belief in education, community colleges specifically, drives her to continually improve her skills and deepen her knowledge, always with the ultimate goal of student success.

Jennifer’s work experience include:

- President of 25<sup>th</sup> Hour Communications, Inc. – 2011 - present
- National Vice President of Communications for Interact Communications – 2009 - 2011
- Director of Grants Development for Massachusetts Bay Community College – 2008 - 2009
- District Director of Public Information and Marketing for the Chabot-Las Positas Community College District – 1999 - 2008
- Director of Public Information Services for Modesto Junior College/Yosemite Community College District – 1991 – 1999
- Director of Public Information Services for the Community College League of California – 1988 – 1991

She holds a Bachelor of Science degree in Marketing from Regis University and an Associate in Arts degree from Santa Rosa Junior College.

Trish Lamantia, Chief Executive Officer

Trish has over 10 years experience in community college marketing. She began her career as a studio director for the Fox 9 morning news show in Minneapolis. Her passion for community colleges took her to the national level where she worked in higher education marketing, community colleges specifically. She has served as a national consultant as well as an interim marketing director. She’s is on the frontlines of new trends in marketing and communications and often leads clients in new and exciting directions. Adding to her suite of talents, she also has extensive experience working with SAAS solutions for content management systems.

Trish has worked on projects ranging from creating and implementing new college brands, to spearheading a statewide community college technology project.

Trish’s work experience includes:

- CEO for 25<sup>th</sup> Hour Communication, Inc. - 2016
- Commercial Director for Augmented Reality Organization - 2015-2016
- Media Manager and Sales Director for Interact Communications - 2006 - 2016
- Interim Director of Marketing for Yavapai College - 2011
- Projects Manager from OmniUpdate - 2009 - 2011
- Studio Director at Fox 9 News in Minneapolis, Minnesota - 2004 - 2006

Trish holds a Bachelor of Arts degree in Communication Studies with a concentration in Electronic Media from the University of Minnesota, Twin Cities and an Associate in Arts degree in Business from Rochester Community and Technical College.

#### Peter Anning, Vice President, Creative Services

Peter Anning specializes in strategic communications for community college presidents and chancellors. With more than 34 years of experience in community colleges, as a classified staff member, adjunct faculty member, administrator as well as a student, Peter has worked with more than 27 presidents and 10 chancellors.

In his various roles he has advised leadership regarding community relations, alumni relations, public relations and relations with elected officials and city leaders.

He has lead the processes for rebranding three colleges and has been the sole media representative on numerous potentially negative public relations stories; from an armed suspect on campus to a staff murder; from a \$250,000 faculty embezzlement to a student fire fighter death and student protests. He understands the interests of the media to get a story as well as a college's need for trusted, factual and sensitive coverage during times of stress. Recognized for his many successes in marketing, advertising and public relations, Peter was awarded the All-Pro award for 2010 by the Community College Public Relations Organization (CCPRO).

Peter's work experience include:

- Vice President, Creative Services for 25<sup>th</sup> Hour Communications - 2014 – present
- Director of Communications and Marketing for City College of San Francisco - 2013 – 2014
- Director of Marketing, Public Relations and Graphic Design Services for Mission College - 2000 – 2013; Marketing/Communications Coordinator for Mission College - 1997 – 1999; Special Projects Coordinator/Community Education for Mission College - 1992 – 1997

He graduated summa cum laude from San Jose State University with a Master's of Arts degree in Education.

#### Crystal Balfany, Vice President, Communications and Marketing

Crystal currently manages digital media campaigns and marketing plans for all of 25th Hour's clients. She is an experienced Media Buyer and marketing manager with more than 12 years of experience in the higher education industry. Her emphasized business background allows her to lead in contract negotiations, strategic planning and brand building. She is skilled in marketing and business development, project management, product development and brand awareness. Her media relationships branch throughout the nation, giving her a competitive edge on most advertising platforms.

Crystal has presented to president's cabinets, committees, and higher education councils throughout her career on topics such as cutting-edge technology in social media and digital advertising. She is Google Certified in Adwords, Mobile Campaigns, and Digital Sales. Also skilled in campaign building, implementation, and tracking for Facebook, Pandora, iHeart, Spotify, Youtube, Instagram, and SnapChat. She is also well versed in traditional media buying on platforms such as Cinema, Newspaper, Outdoor, Publications, Direct Mail and specialty items.

Crystal's career accomplishments include:

- Keynoting at industry events across the nation (NCMPR District and National Conferences, CCPRO Annual Conference, Community College of Appalachia Fall and Summer Conferences)
- Building and optimizing digital and traditional media campaigns for multiple colleges and multi-community college districts and consortiums
- Building and managing digital campaigns that have won NCMPR Paragon and CCPRO awards 2018.
- Managing the creation, approval and production of award-winning marketing campaign materials.
- Expediting marketing strategies and principles, grasping new technologies and market trends, formulating strategies and plans.

#### Melissa Aries, Digital Communications Director

Melissa currently manages social media and digital campaigns for all of our clients, including nine community colleges and districts. She is an experienced e-commerce manager, having built online storefronts, as well as directing web and social media information and advertising campaigns.



Prior to joining 25th Hour Communications, she served as a community college staff member working closely with vocational technical high schools on career pathways, high school dual enrollment, and articulation agreements.

Melissa's work experience includes:

- Digital Communications Director for 25<sup>th</sup> Hour Communications - 2011-present
- Interim Marketing Coordinator for City College of San Francisco - 2011-2013
- Projects Facilitator for the Massachusetts Bay Community College Metro West Consortia

Melissa holds a Bachelor of Science degree in Business Management with a concentration in Marketing from the University of Massachusetts, Boston and an Associate in Arts degree in Communications from Massachusetts Bay Community College, summa cum laude.

#### Nancy Gore, Public & Media Relations

Nancy is an accomplished senior marketing professional with broad marketing experience, encompassing strategic planning, public relations, sales promotion and visual merchandising, with the ability and skill set to provide forward-thinking leadership in a team environment, focused on achieving continuous, improved team performance.

Nancy brings a wealth of experience to the 25<sup>th</sup> Hour team. She began her community college marketing career as a broadcast advertising expert in the San Francisco Bay Area. She worked closely with community colleges to help them implement their marketing plans with a focus on enrollment marketing and public relations. She enjoyed working with them so much, that she chose to join the 25<sup>th</sup> Hour team to continue to help impact the lives of students and prospective students in southern California.

Prior to working with community colleges, Nancy has worked with several vendors and distributors, assisting them in building their sales and marketing plans to achieve higher sales and creating brand awareness.

She has worked in radio at the national level and now brings her talents and marketing expertise to community colleges. In addition to sales and marketing, Nancy is proud to be the parent of a high school/community college dual enrollment student.

#### Karen Kalil, Public & Media Relations

With over 20 years of corporate communications/PR experience, including media relations, crisis management, community relations and event development/management, Karen Kalil currently works with clients to deliver strategic, integrated public relations and communications solutions. As head of PR/communications for Corinthian Colleges for a decade, Karen supported the organization's 100+ Everest, WyoTech, Heald schools, as well as its online operations. Prior, and for nearly a decade, Karen served as sr. vice president of marketing communications for Avnet, Inc. – a Fortune 500 distributor of electronic components, computer products and embedded technology – with strategic authority over company branding, internal/external communications, advertising and media.

Karen holds a bachelor's degree in communications, as well as a bachelor's in psychology from Syracuse University. She also currently serves as both volunteer PR Chairman for L.A. Works, Southern California's largest volunteer network; as well as a writing coach for L.A. Posse Foundation, a non-profit that supports public high school students with academic and leadership potential who may be overlooked by traditional college selection processes.

Karen is credited with:

- Serving as right hand to C-suite leaders in defining and advancing communications strategies regarding PR/communications efforts, organizational announcements, media inquiries and crisis issues
- Designing and implementing highly successful programs to engage, bolster and retain employees and customers
- Mining for unique and positive customer and employee stories/experiences, to pitch to appropriate digital and traditional media
- Garnered \$16M (net) per year in earned media (PR) in such top-tier outlets as *NY Times*, *USA Today*, *Forbes*, *Huffington Post*, *Miami Herald*, *Chicago Tribune* and *Dr. Phil*

- Contributing to the strategic/creative development of a public affairs campaign (paid, earned and social media) that helped initiate significant changes in U.S. Department of Education regulations.
- Developing and implementing company crisis protocols, and managing/mitigating numerous crisis issues

#### Elizabeth Pack, Manager, Web Services

Elizabeth Pack worked for 10 years as the webmaster for a community college in the San Francisco Bay Area. After spending nearly 5 years living in Paris, France, she has moved back to the US and is rekindling her passion for education and community colleges.

Elizabeth understands the nature of a community college website, and the critical window of opportunity to attract and engage new and existing students on the homepage. She also has experience creating complete Cascading Style Sheet (CSS) layouts and is familiar with the technical requirements for W3C and ADA Section 508 standards. During a website redesign, Elizabeth conducted usability testing with students, faculty and staff to verify the effectiveness of reorganized site architecture. She also implemented information architecture, design standards, and access to over 150 institutional web sites campus-wide, trained and assisted over 45 staff in maintaining college websites, and wrote tutorials for training purposes and to assist staff with web management, image manipulation and web accessibility.

#### Lesley Houston, Lead Graphic Designer and Art Director

Lesley is the newest member of the 25<sup>th</sup> Hour Communications Graphic Design team. As a professionally recognized graphic designer, she brings over 10 years of industry experience in both traditional print and digital mediums with her most recent experience coming working in a community college. When it comes to visual communication, she is a highly skilled, detail-oriented craftsman with success in creating advertising campaigns, logotypes, visual identities, publications and marketing collateral.

Lesley's previous work experience includes:

- Marketing Communications & Graphic Design Specialist, Central Texas College – 2015-2017
- Art Director, TEAM Advertising & Publishing – 2012-2015
- Senior Graphic Designer, Ruston Newspapers, Inc. – 2007-2011 She earned a Master of Arts in Mass Communications from Grambling State University and a Bachelor of Fine Arts in Graphic Design from Louisiana Tech University.

## Scope of Work

We will provide a wide range of marketing and public relations services to Rancho Santiago Community College District. This agreement includes a combination of onsite and remote services. You will have one point person on site two days per week, but will have access to our entire team. The scope of work includes:

### 1) Marketing Task Force

We will assist with coordination and launch of the district-wide marketing task force at RSCCD. This will include helping in preparation of agendas and leading meetings as needed, as well as implementing work that comes out of the meetings. We have chaired and supported task forces such as this one many times in our careers at multi-college districts. We will leverage that knowledge to help this task force run smoothly and successfully.

### 2) Best Practices in Community College Marketing

We will prepare and deliver a white paper on best practices in community college marketing. It will include strategies and tactics from community and technical colleges across the country. We will adapt the white paper to fit RSCCD by using examples that can be replicated or modified for success.

### 3) Media Data Assessment & Plan

We will use RSCCD's recent media survey data through the Strong Workforce Consortium, to create and implement a targeted media plan for fall and spring advertising for SCC, SAC and the district.

### 4) Advertising

We understand that RSCCD is accountable to its taxpayers, which is why every message must not only reach, but resonate, with the target audience the first time. To determine the best vehicle for promotion, we first evaluate the intended message and identify the goal by asking the following questions:

- What is the goal of this particular message? (i.e. Information, Call to Action, etc.)
- Who are we trying to reach?
- Is the hook of the message better written for print or digital promotion?
- Can the message be shortened, without losing its edge, for digital promotion?
- Would this fit best on a direct mailer, email campaign, full advertising blitz, or is a less traditional, more creative approach warranted?

When all questions have been answered, we will create pieces in a way that will break through the white noise, and set RSCCD apart from its competitors.

From digital ads to traditional print ads, they must be scripted in accordance with the media vehicle. We believe that ad copy must be supported by dynamic graphics to attract the reader, tell a story, and move a reader or viewer to action, all in a matter of seconds. We monitor all communication and, where possible, strictly track the ROI so the entire RSCCD team can see the gains the colleges are making. Using analytics, we are able to quantify the effects of the marketing strategy and make changes as needed.

### 5) Media Buying, Placement, & Tracking

Our goal is to ensure RSCCD is reaching its target audiences using the most effective media mix that will guarantee the highest return on investment. The first thing we do to achieve benefit for you is to reduce the standard 15+% agency commission on media buying and placement to 8%. Every dollar matters and we believe your money is best spent on achieving results, not paying a higher rate to cover an agency commission. We will track all digital media, make immediate changes as needed, and provide digital media reports during and after the campaigns. The 8% agency placement fee will be invoiced monthly as incurred on top of the month retainer fee.

## **6) Public and Media Relations**

We will create a public/media relations plan with emphasis on media relations, that supports your strategic goals. This proposal includes unlimited writing of press releases, distribution and media tracking. Upon completion of each release, we will submit it for review and approval. Upon approval, we will distribute the release and track it through our in-house media tracking system. We will provide reports on media coverage on a weekly basis. In addition, we will integrate the releases across RSCCD's social media and web platforms. We have been successfully fulfilling this activity for RSCCD for the past two years.

## **7) Internal Communications**

We will create and implement an annual internal communications plan. This would include regular research and writing of the Chancellor's Updates to be distributed in advance of every board meeting.

We will manage Suggestion Ox. This includes a weekly review of all submitted questions and comments, researching the best response, drafting responses, securing approval of Dr. Perez, and responding.

## **8) External Communications**

We will develop and distribute the monthly external newsletter, Rancho News. Additionally, we will develop and manage an online news center, which will feature articles from Rancho News, and other news generated by RSCCD's media monitoring tool. Work closely with Vice Chancellor Perez, we will identify a distribution channel and recipients for the daily public relations information email.

## **9) Web Content Development**

We will serve as the web content support agents for your websites by writing new content as needed.

## **10) Photography**

Our creative services consultant is also an accomplished photographer. Photography services are included for a two-day photo session in the Fall and an additional two-day photo session in the Spring if the agreement continues for 12-months. He is highly skilled at capturing faculty and students in active learning situations and framing photographs that tell the stories and reflect the exciting things happening within your district. Please refer to travel section on page 11 regarding travel costs.

## **11) Social Media**

We will perform a social media audit to determine the current status and landscape of all Rancho Santiago Community College District social media channels. We will also provide social media management services by assisting with posting and tweeting on a daily basis for the district, SAC, and SCC.

## **12) District-wide Marketing Function Assessment**

If the agreement continues for 12 consecutive months, as an added value 25<sup>th</sup> Hour would conduct a district-wide marketing function assessment. If the agreement is discontinued, there would be an additional charge for this service as previously proposed.

**Program:** Recommendations to bring RSCCD in line with national best practices for marketing comparable institutions. This includes:

- Peer institution comparison of marketing goals.
- Best practices outlining key scope of responsibilities to achieve comparable marketing goals.
- Recommendations on structure and budget

We would begin the Program phase of the project by focusing first on RSCCD and reviewing the strategic plan, the marketing plan, organizational charts at the district and individual colleges, processes and procedures, and talking to faculty and staff at each college to establish an internal benchmark of service needs and gaps that may exist. This includes talking with front line staff in departments such as Admissions and Financial Aid to understand the level of communication and marketing integration across the college. This will be accomplished through individual interviews and small focus groups.

### **Staffing**

- Identifying strengths and weaknesses of current staffing mix at the District and the Colleges
- Recommend restructure of positions or the addition of new personnel
- Recommend growth opportunities for staff
- Recommend a reporting structure that sets the department up for success

In order to create a robust, dynamic team, we will review current marketing organization charts, job descriptions, and internal processes and procedures. We will talk with each member of the marketing team to find out what is working, what isn't working, where pain points exist, and learn of ideas that may not have been shared but could be incorporated into the final plan and recommendations.

We will also conduct in-depth one-on-one interviews with:

- District Chancellor
- College Presidents
- Vice Presidents
- Marketing Leadership

Once we have gathered our research, we will clearly identify any issues and create a report with recommendations that will create a department and system that will serve the needs of the District, Colleges and constituency groups. These recommendations could include a new department model, either centralized or decentralized at the colleges, staff training and mentoring, and workflow processes.

### **Resources**

- A review of your current budget allocation in relation to marketing goals.
- Recommendations for funding in order to mount new functions within the office. This could include a tiered frame of options.
- Comparison of marketing budgets within institutions of similar size and complexity.

We will work closely with the marketing team to review the data and identify new marketing goals and activities, functions and roles of the department and a comparison of the budgets of peer institutions. We will identify new or reclassified positions that will have current and future budget implications. The unique thing about how we perform a marketing assessment like this engagement, is that when the final report is presented, it will be data driven. All goals, activities, and the organizational structure will be developed based on strong, solid data.

### **Implementation**

Understanding the workload demands on the marketing team, our rollout will be completely realistic with goals that are measurable and achievable. We will include measurements and benchmarks in our rollout plan, but with a timeline that has input from the marketing team. We won't dictate your timeline, we will listen to you and work together to develop a timeline that works best for your team and the district as a whole.

In addition to the tasks outlined above, we will provide senior marketing counsel to district and college departments, work closely with college marketing teams to support their efforts, support the district and college brands, and work closely with district administrators on special projects requiring marketing and public relations leadership and support. Bi-weekly status reports will be provided to Dr. Perez to ensure he is informed of all marketing and communications plans and actions. If required, this may increase to weekly reports at no additional charge.

In addition to having a 25<sup>th</sup> Hour Communications representative onsite two days per week, we will leverage technology to remain in constant, immediate contact with the RSCCD team by email, telephone, IM, text and FaceTime/Skype. We will travel to the college as often as necessary. During regular business hours, we are always available. Additionally, we make ourselves available 24/7, 365 days a year for urgent matters. You always have access to Jennifer Aries, President and Trish Lamantia, CEO via text messaging or mobile phone for all urgent matters.

## **Terms & Conditions**

We will perform all the services listed in this agreement, per the scope of work for 12-months or until a replacement director is hired. This includes an initial one week onsite visit with our company president and a weekly onsite presence with the project lead two-days per week. Additionally, we'll deliver a white paper that includes the best practices in community college marketing.

### **Payments**

25<sup>th</sup> Hour Communications will invoice RSCCD for \$9,000 per month based on utilization of the services outline in the scope of work. An additional \$8,000 will be invoiced upon delivery of the best practices white paper. A placement fee of 8% of total media spend will be invoiced for any media buys placed on behalf of the district and its colleges. All advertising costs/media spends must be paid directly by RSCCD. Any printing, postage, third party email subscription service, videography, or any direct costs incurred other than those specified in this agreement must be paid by RSCCD. A district-wide marketing department assessment will be provided as an added value with a 12-month agreement. If the agreement is canceled prior to 12 months, this service is still available at the previously quoted rate of \$29,900.

### **Travel**

Travel and Expenses are not included and will be billed at our actual costs. Understanding that you are accountable to your taxpayers, we cap expenses for each trip at \$1,800 per trip. If the cost is below \$1,800 we will bill at our actual cost for airfare, rental car, hotel lodging, and home airport parking. We do not seek reimbursement for food and beverages. All flights will be booked at economy rates and only standard hotel rooms will be booked. If costs exceed \$1,800 per trip, we will assume the cost over the cap. We will have a local member of our team onsite on a weekly basis so no travel expense would be incurred for that service. For our initial company president visit and any additional travel required, we will follow this travel policy.

### **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.

### **Indemnification**

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, including reasonable attorney fees, 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.

### **Insurance**

All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:

Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

Professional liability insurance (Errors and Omissions), shall be for no less than \$1,000,000 per occurrence to be maintained for the duration of the agreement and three years following its termination. This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. Service providers not providing a professional service are exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

**Signatures:**

Notices and Invoices to:

Enrique Perez, J.D., Vice Chancellor  
Perez\_Enrique@rscsd.edu

Agreement signature page:

By: \_\_\_\_\_

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
Rancho Santiago Community College District

By: \_\_\_\_\_

Trish Lamantia, Chief Executive Officer  
25<sup>th</sup> Hour Communications, Inc.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To: Board of Trustees	Date: June 25, 2018
Re: Approval of Renewal of Contract – Townsend Public Affairs, Inc.	
Action: Request for Approval	

**BACKGROUND**

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. (TPA) to assist the district in the areas of government and community relations and various other projects as assigned by staff. General Counsel reviewed the original contract and prepared a revised contract for the district's consideration.

**ANALYSIS**

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The original approved contract for consulting services expired and the most recent subsequent contract supplement will expire on June 30, 2018. In order to maintain the momentum on various projects, it is requested that the contract with TPA be renewed for the period of July 1, 2018 through June 30, 2019.

The revised contract represents a \$500/month increase. There have been no changes in the monthly consulting fee since inception almost eight years ago and TPA continues to provide valuable assistance to the district in legislative matters. With the importance of legislative advocacy and monitoring, the district will benefit from continued assistance from TPA.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Contract for Consulting Services with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,500/mo plus reimbursable expenses	Board Date:	June 25, 2018
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT FOR CONSULTANT SERVICES** ("Contract") is made and entered into this 1st day of July 2018, by and between the Rancho Santiago Community College District, a non-profit corporation, ("Client"), and Townsend Public Affairs, Inc. a California corporation ("Consultant").

### RECITALS

- A. WHEREAS, Consultant has the competence, experience, and expertise to provide professional legislative advocacy and consulting services to Client; and
- B. WHEREAS, Client desires to retain Consultant to provide professional services;
- C. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Client and Consultant (the "parties") agree as follows:

### CONTRACT

#### 1. Term.

This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

#### 2. Services.

Consultant will, in accordance with the terms of this Contract, perform the legislative advocacy (lobbying) and consulting services described in Exhibit "A," ("Services").

#### 3. Fees.

Client agrees to pay Consultant for the Services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." Consultant will submit a monthly invoice to Client with a detailed itemized list reflecting the Services performed for the prior month. Upon approval of this invoice, Client will pay the fee and any approved reimbursable expenses incurred for such month. Billing shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. Consultant is responsible for obtaining all outstanding invoices from outside vendors before submitting the final bill to Client. Unless there are exigent circumstances or written agreement between the parties, billings submitted after the final bill is due for such month will not be paid. Client shall pay each billing within thirty (30) days of receipt thereof. Consultant shall not expend any funds on behalf of or in the name of Client in support of any candidate for political office.

#### 4. Expenses.

To qualify as reimbursable expenses, expenses shall be reviewed and approved in writing by the Chancellor prior to such expenses being incurred. Client shall reimburse Consultant for all reasonable reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Consultant shall detail expenses in invoices so as to permit Client to determine the exact name or matter of the expense, the person(s) involved, the date(s) of any expense, and the purpose or necessity for the expense. Client will pay and reimburse only for the actual and ordinary costs for reasonable expenses without premiums or markups. If approved, these expenses will be billed to Client on a monthly basis and will be due upon receipt, as stated in Section 3, above.

5. Indemnity.

Consultant shall indemnify, defend and hold harmless Client and its Board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to Consultant's negligent performance of the Services provided hereunder, or any action involving intentional actions or wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against Client, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of Client. The foregoing indemnification shall apply to the Services rendered on or after the effective date of this Contract.

6. Insurance.

Without limiting Consultant's indemnification of Client and its Board members, officers, agents, employees, and volunteers, Consultant shall provide and maintain at its own expense the following programs of insurance covering Consultant's operations during the term of this Contract. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A.

a. Liability Insurance. Consultant agrees to name Client, including Client's Board members, officers, and employees, as Additional Insureds on an in force Commercial General Liability policy, and Comprehensive Automobile Liability policy, documented by Endorsement, for coverage of not less than \$1,000,000 per occurrence or per claim for bodily injury, personal injury and property damage, and to assure that the Endorsement extends defense, hold harmless and indemnification benefits for all matters referenced in Section 5, above. Said Endorsement shall further provide for notice in writing to Client not less than thirty (30) days prior to the effective date of any cancellation or reduction in coverage or limits of liability. Consultant shall provide Client with copies of all Endorsements satisfying this requirement.

b. Workers' Compensation Insurance. Consultant shall confirm that it carries and maintains in force during the term covered by this Supplement Workers' Compensation insurance of not less than \$1,000,000 per accident.

c. Professional Liability Insurance (Errors and Omissions). Consultant shall procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of the Services under this Contract. Consultant's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$1,000,000 annual aggregate.

d. Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach for which Client may immediately terminate this Contract.

7. Laws, Rules and Regulations.

Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

8. Payment for Performance.

It is the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are contingent upon the performance of Consultant according to mutually agreed upon work products and activities. It is also the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result.

9. Independent Contractor.

It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. As such, Consultant understands and agrees that Consultant's personnel who furnish services to Client under this Contract are employees solely of Consultant and not of Client for purposes of workers' compensation liability. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of Consultant for injuries arising from Services performed under this Contract. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

10. Work Product.

Any tangible work product that is developed by Consultant shall be the property of Client.

11. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from Client.

12. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying effective date of termination. Upon receipt of notice of termination by Client, Consultant shall stop services on the date and to the extent specified in the termination notice. Within fifteen (15) days upon any termination, Consultant shall, at its own cost, deliver to Client all files and work product for which under this Contract has been terminated.

13. Entire Agreement; Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

14. Attorneys' Fees.

Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

15. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

16. Non-Exclusivity.

Consultant acknowledges that nothing in this Contract is intended, nor will be construed, as creating any exclusive contract between Client and Consultant related to the providing of legislative advocacy and consulting services. As such, nothing in this Contract shall be interpreted to restrict or prohibit Client from obtaining similar professional services from other sources.

17. Adherence to Board Policy 3821 Gift Ban Policy.

Consultant is notified that Client's Board adopted the Board Policy 3821 Gift Ban Policy: "5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be

deemed to be gifts: *a.* Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations *with a cumulative value from an single source of fifty dollars (\$50.00) or less during any twelve-month period.*” Consultant acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

18. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:                Rancho Santiago Community College District  
                                 Attention: Raúl Rodríguez, Ph.D., Chancellor  
                                 2323 North Broadway  
                                 Santa Ana, California 92706-1640

To Consultant:            Townsend Public Affairs, Inc.  
                                 Attention: Christopher Townsend, President  
                                 1401 Dove Street, Suite 330  
                                 Newport Beach, CA 92660

19. Assignment.

No part of this Contract or any right or obligation arising from it is assignable without Client’s written consent. Any attempt by Consultant to assign or subcontract services relating to this Contract without Client’s prior written consent shall constitute a material breach of this Contract.

20. Governing Laws.

This Contract shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this Contract shall be brought in Orange County.

21. Waiver.

No waiver of a breach of any section of this Contract by either party shall constitute a waiver of any other breach of the section or any other section of this Contract.

22. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**CONTRACT FOR CONSULTANT SERVICES**

“CONSULTANT”  
TOWNSEND PUBLIC AFFAIRS, INC.  
a California corporation

By:   
\_\_\_\_\_  
Christopher J. Townsend  
President

“CLIENT”  
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
a non-profit corporation

By: \_\_\_\_\_  
Raúl Rodríguez, Ph.D.  
Chancellor

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTING SERVICES**

**TERM:** July 1, 2018 through June 30, 2019

**FEE SCHEDULE:** \$6,500.00 per month

**SERVICES:** Consultant shall develop and maintain government and community relations and shall assist with special projects as requested by Client. Consultant shall focus its efforts on the following:

- As directed by Chancellor or designee, pursue funding and other partnerships from the federal Government, State of California and local government agencies for the development, enhancement, and/or expansion of facilities and programs for Client and its two colleges. Advise Client on developing responses to RFPs for Chancellor's Office and other agency grants.
- In coordination with RSCCD Board, Chancellor, and staff, introduce and advocate for legislation desired by Client. Assist in drafting sponsored legislation and assist in finding authors for Client sponsored legislation. Monitor such legislation and meet with legislators and legislative staff to build a coalition of support for the legislation and provide testimony and letters of support or opposition for legislation as directed by Client.
- Monitor statewide community college budget development proposals and advocate for Client's priorities. Provide weekly status reports on activities and quarterly reports on progress on Client's legislative goals and priorities. At the end of each month, provide a detailed billing statement outlining all activities performed on behalf of Client. Perform other assignments, as mutually agreed upon by both parties.
- Meet with the Chancellor and other Client representatives on a regular basis to brief them on the progress of achieving strategic goals. Assist Client in developing talking points and letters of support for achieving Client's priorities.

Client Initials: \_\_\_\_\_

Consultant Initials: \_\_\_\_\_





RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

June 25, 2018

MANAGEMENT

New Job Description/Attachment #1-2

Assistant Vice Chancellor  
Educational Services  
Classified Administrator  
Grade Level A

Executive Director  
Industry Sector Engagement &  
Career Technical Education  
Program Strategist  
Educational Services  
Classified Supervisor  
Grade Level C

Employment Agreement/Attachment #3

Limeburner-Green, Tracie E.  
Vice Chancellor, Human Resources  
District Operations

Change of Assignment

Cossio Muniz, Ruth J.  
From: Director, Corporate Training  
To: Executive Director, Digital Media Center  
Educational Services

Effective: June 5, 2018  
From: F-7 \$122,674.46/Year  
To: C-4 \$132,858.712/Year  
(Reorg # 1085)

Interim Assignment

Gonzalez, Jesse  
Assistant Vice Chancellor, Information  
Technologies Services  
Business Operations & Fiscal Services  
District Operations

Effective: June 11 – November 26, 2018  
Salary Placement: A-3 \$146,519.24/Year

Melendez, Linda  
Director, Purchasing  
Business Operations & Fiscal Services  
District Operations

Effective: July 1 – December 14, 2018  
Salary Placement: F-1 \$91,529.46/Year

**HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET  
June 25, 2018**

**Page 2**

**MANAGEMENT (CONT'D)**

*Extension of Interim Assignment*

Dela Cruz, Maria  
Interim Dean, Counseling Division  
Santa Ana College

Effective: July 1 – December 21, 2018  
Salary Placement: B-1 \$126,807.39

*Ratification of Resignation/Retirement*

Krichmar, Lee  
Assistant Vice Chancellor, Information  
Technologies Services  
Business Operations & Fiscal Services  
District Operations

Effective: June 14, 2018 (Last Day)  
Reason: Resignation

**FACULTY**

*Appointment*

Batth, Navanjot  
Assistant Professor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 20, 2018  
Tentative Salary Placement: II-5 \$64,670.78/Year  
(Requisition #AC18-0665)

Kimmel, Michelle  
Assistant Professor, Child Development  
Human Services & Technology Division  
Santa Ana College

Effective: August 20, 2018  
Final Salary Placement: VII-11 \$93,756.93/Year  
(Requisition #AC18-0658)

Nguyen, Huy  
Assistant Professor, Computer  
Information Systems  
Business Division  
Santa Ana College

Effective: August 20, 2018  
Final Salary Placement: V-11 \$88,182.23/Year  
(Requisition #AC18-0657)

Sim, Jason  
Assistant Professor, Computer  
Information Systems  
Business Division  
Santa Ana College

Effective: August 20, 2018  
Tentative Salary Placement: V-3 \$67,753.33/Year  
(Requisition #AC18-0657#01)

*2017/2018 Contract Extension Days*

Frias, Rodolfo  
Professor/Counselor  
Continuing Education  
Santiago Canyon College

Effective: June 16 – June 30, 2018  
Contract Extension: 10 Days  
Extension Daily Rate: \$570.91  
Duties: Counseling

**FACULTY (CONT'D)**

2017/2018 Contract Extension Days (cont'd)

Guevara, Angela  
Assistant Professor/Coordinator, Adults  
With Disabilities  
Continuing Education Division  
Santiago Canyon College

Effective: May 29 – June 1, 2018  
Contract Extension: 2 Days  
Extension Daily Rate: \$453.65  
Duties: Learning Skills, Handicapped

Hernandez, Rosalba  
Assistant Professor/Counselor  
Continuing Education  
Santiago Canyon College

Effective: June 13 – June 30, 2018  
Contract Extension: 10 Days  
Extension Daily Rate: \$425.27  
Duties: Counseling

Oase, Daniel  
Assistant Professor/Coordinator,  
CTE Business Skills  
Continuing Education Division  
Santiago Canyon College

Effective: May 29 – June 30, 2018  
Contract Extension: 3 Days  
Extension Daily Rate: \$416.27  
Duties: Instruction-Office Technology

Ortiz, Fernando  
Professor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: June 18 – June 30, 2018  
Contract Extension: 4 Days  
Extension Daily Rate: \$570.91  
Duties: Coordination, Guided Pathways

Salazar de la Torre, Rosa  
Professor/Counselor  
Continuing Education Division  
Santiago Canyon College

Effective: June 16 – June 30, 2018  
Contract Extension: 6 Days  
Extension Daily Rate: \$504.74  
Duties: Counseling

2018/2019 Contract Extension Days

Ortiz, Fernando  
Professor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: July 1 – August 10, 2018  
Contract Extension: 12 Days  
Extension Daily Rate: \$590.06  
Duties: Coordination, Guided Pathways

2018/2019 Additional Contract Extension Days

Janio, Jaroslaw  
Assistant Professor/Coordinator, ESL  
Continuing Education Division  
Centennial Education Center  
Santa Ana College

Effective: July 1, 2018 – June 30, 2019  
Contract Extension: 12 Days  
Extension Daily Rate: \$551.77  
Duties: Coordination, ESL

**FACULTY (CONT'D)**

*Beyond Contract/Overload Stipend*

Aguilar Beltran, Maria  
Professor/Counselor/Coordinator, Assessment  
Counseling Division  
Santa Ana College  
Effective: August 28, 2017  
Amount: \$2,000.00  
Reason: Other Instructional Support  
Services-Counseling (Project 2058)

Beyersdorf, Matthew  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 28, 2017  
Amount: \$300.00  
Reason: Other Instructional  
Support Services-English (Project 2058)

Carpio, Brenda  
Assistant Professor, Political Science  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: June 3, 2018  
Amount: \$750.00  
Reason: Staff Development  
Academic Affairs (Project 2548)

Sweeney, George  
Associate Professor, Math  
Science, Mathematics & Health Sciences Division  
Santa Ana College  
Effective: August 28, 2017  
Amount: \$2,000.00  
Reason: Other Instructional Support  
Services-Counseling (Project 2058)

*Rescind Beyond Contract/Overload Stipend*

Carpio, Brenda  
Assistant Professor, Political Science  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: February 5, 2018  
Amount: \$1,000.00  
Reason: Staff Development  
Academic Affairs (Project 3440)

*Part-time Hourly New Hires/Rehires*

Amezquita, Claudia R  
Instructor, Vocational/Employability Skills  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: June 18, 2018  
Hourly Lecture Rate: II-3 \$49.91

Anderson, Jessica R  
Instructor, High School Subjects/Bridge  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 25, 2018  
Hourly Lecture RateL II-3 \$49.91

Beachner, Mike Laurence  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Berry, Ashley  
Instructor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Blash, Megan  
Instructor, Political Science  
Humanities & Social Sciences Division  
Dual Enrollment Program  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture Rate: II-3 \$58.29

Downs, Erika Nicole  
Instructor, Occupational Therapy  
Human Services & Technology Division  
Santa Ana College  
Effective: June 06, 2018  
Hourly Rate: IV-3 \$32.13

Foster, Edward L  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29

Griffiths, Alexandra  
Instructor, Women's Volleyball  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: June 25, 2018  
Hourly Lab Rate: I-3 \$49.96

Haro, Cassie L  
Instructor, HSS/ABE  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 11, 2018  
Hourly Lecture Rate: I-3 \$48.69

Manntai, Jessica Marie  
Instructor, English  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture Rate: II-3 \$58.29

McDonough, Jamie L  
Instructor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Mukherjee, Rupalli  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 25, 2018  
Hourly Lecture Rate: II-3 \$49.91

Murillo Virgen, Edder  
Counselor  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: June 11, 2018  
Hourly Rate: II-3 \$42.42

Mushtaq, Omar A  
Instructor, Sociology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 18, 2018  
Hourly Lecture Rate: \$64.25

Perez-Amorde, Marisa L  
Counselor  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: June 11, 2018  
Hourly Rate: II-3 \$42.42

Rizo, Antonia  
Instructor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: June 18, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Spillman, Kelly Marie  
Instructor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83

Thompson, Davis R  
Instructor, Law  
Dual Enrollment Program  
Business Division  
Santa Ana College  
Effective: June 25, 2018  
Hourly Lecture Rate: IV-3 \$64.25

Torgeson, Laura J  
Instructor, Older Adults/Music  
Continuing Education Division (OEC)  
Santa Ana College  
Effective: June 15, 2018  
Hourly Lecture Rate: I-3 \$48.69

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Vining, Patricia E  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College

Effective: June 25, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Non-paid Intern Service

Fuertes, Schendell  
Academic Coaching Intern  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: July 16, 2018 – June 30, 2019  
College Affiliation: CSU, Fullerton  
Major/Discipline: Human Services

Ramos Pina, Gabriela  
Academic Coaching Intern  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: July 16, 2018 – June 30, 2019  
College Affiliation: CSU, Fullerton  
Major/Discipline: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
REVISED JUNE 2018

**ASSISTANT VICE CHANCELLOR, EDUCATIONAL SERVICES  
JOB DESCRIPTION**

**GENERAL RESPONSIBILITIES**

Immediately responsible to the Vice Chancellor of Educational Services for the administration of special programs, including direct administration of fiscal agent special programs; analyzes, identifies, publicizes and procures resources and special funding opportunities for District and college programs; oversees the development of project proposals and monitors administration of programs to ensure conformity with funding source regulations and requirements; supervises managers of grant-funded programs; assesses and reports District progress toward achieving its mission; provides staff support to the Vice Chancellor and staff; recommends new and revised policies in related areas; designs systems, processes and procedures for awarding grant funds to sub-recipients and contracting with vendors and consultants.

**REPRESENTATIVE DUTIES**

Design systems, processes and procedures to maintain efficient and effective grant management operations that are compliant with funding regulations and requirements and District policies and procedures. Requires a thorough knowledge of grant development, program design, and grant management; knowledge of CCCCCO workforce and economic development initiatives, grant terms and conditions, operational systems; as well as extensive knowledge of community college fiscal, accounting, purchasing, resource development, and human resource policies, procedures and operational systems.

Coordinates with district departments to align the fiscal agent role with district policies and procedures to ensure an effective and efficient system that is compliant with CCCCCO requirements, standards and expectations and district policies and procedures; serves in an educational leadership position on local and state levels; and performs special projects and other duties as assigned.

Tracks performance, expenditures, and compliance for sub-recipients and contractors; oversees production of scheduled and ad hoc grant performance and financial reports for the Chancellor's Office, the Vice Chancellor, District leaders, and other stakeholders; develops guidance documents, provides technical assistance, and conducts presentations (e.g., in-person meetings, panel presentations, webinars) for fiscal agent special programs.

Responsible for effective management of managers and classified staff assigned to the resource development department; also responsible for compliance with District policies, rules and regulations regarding personnel, and evaluation of the performance of assigned staff, providing direction and assistance.

Provide consultation and technical expertise to the CCCCCO, administrators and outside agencies concerning grant development, design and management; respond to inquiries and provide detailed information concerning fiscal agent funds, budgets, transactions, records, standards, principles, processes, procedures and regulations; respond to inquiries on the performance of workforce and economic development directors and programs funded by the CCCCCO.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
REVISED JUNE 2018

**ASSISTANT VICE CHANCELLOR, EDUCATIONAL SERVICES  
JOB DESCRIPTION (CONTINUED)**

Responsible for communication, orientation, and guidance of workforce and economic development program directors funded by the CCCCCO and their supervisors. Produce resources and materials to keep the website designated by the CCCCCO updated with new and updated materials for fiscal agent special programs.

Responsibility for assuring timely and accurate reporting and accounting for funding of programs and related reports.

Ensure that individual development plans are create where gaps exist in effective-in-role and knowledge-in-role of all economic and workforce development initiative directors funded by CCCCCO grant programs. Monitor performance for achievement of improvement targets.

Manage fiscal agent special programs; design and conduct orientation for managers, ensure expenditures are in line with quarterly spending targets, and are in compliance with grant terms and conditions. This may include maintaining sub-budgets for workforce and economic development directors.

**REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** Possesses a master's degree and at least five years of administrative experience in grant management and resource development in a public entity.

**Required Skills:** Ability to resolve problems, analyze and apply laws, regulations, theories and methodology, and program specifications, plan and evaluate activities, research and programs, research, analyze, apply and articulate results, identify funding and program opportunities, procure and implement programs, build consensus, and supervise staff.

Ability to communicate effectively with diverse audiences.

Ability to design and implement operational systems involving multiple colleges, districts, partners, stakeholders and regions.

Board Approval Date: June 25, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JUNE 2018

**EXECUTIVE DIRECTOR OF INDUSTRY SECTOR ENGAGEMENT  
AND CAREER TECHNICAL EDUCATION PROGRAM STRATEGIST**

**JOB DESCRIPTION**

**CLASS SUMMARY**

Reports to the Assistant Vice Chancellor of Educational Services and implements statewide and regional projects to build a network of leaders in prioritized industry sectors, K-12 senior administrators, and community college leaders (i.e., Chief Instructional Officers, Deans) to connect stakeholders, leverage resources, provide guidance and strategies, and provide technical assistance to contribute to the development of robust career technical education programs and pathways that reflect and address the workforce and economic development needs in the region and state.

**REPRESENTATIVE DUTIES**

Liaison with the Chief Instructional Officers in all regions that have prioritized the sector to keep them informed of labor market developments, make available best practices/models for replication, update them on sector programs and activities on their campuses, and garner quality service feedback.

Work with colleges, Workforce and Economic Development/Career Technical Education initiative directors, employers and the broader workforce development system to:

- Build and implement new or improved guided pathways to postsecondary industry-valued credentials, certificates or degrees.
- Expand or retool credit-bearing credential career education programs to address labor market needs by sector and by region.
- Provide career awareness for high school students, community college students and adults.
- Growth high school/college dual enrollment programs.
- Strengthen four-year college partnerships where labor market need warrants.
- Focus on closing equity gaps by building strong partnerships in our urban and underserved areas.
- Make it easier for adults to earn an industry-valued credential, certificate or degree.
- Expand work-based learning programs for students.
- Enhance partnerships between business and education.
- Replicate good practices/models and effective career education across multiple colleges and multiple regions where labor market needs warrant; and
- Braid resources and efforts towards the aspirational numerical goals outlined in the states workforce and economic development strategic plans.

Serve on state-led committees for workforce and economic development work and CCCCCO initiatives: e.g., EDPAC/WEDPAC (Economic Development Program Advisory Committee/Workforce and Economic Performance Advisory Committee); Key Talent Deep Dives; etc.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JUNE 2018

**EXECUTIVE DIRECTOR OF INDUSTRY SECTOR ENGAGEMENT  
AND CAREER TECHNICAL EDUCATION PROGRAM STRATEGIST**

**JOB DESCRIPTION (CONTINUED)**

Provide technical assistance, and logistical support to statewide and regional projects to advance sector strategies, regional development, accountability-based performance metrics, and the adoption of effective workforce and economic development practices.

Identify and advocate programmatic priorities - with consideration for common metrics and accountability measures - in consultation with DSN's, regional and statewide advisory bodies. Structure at least one statewide or multi-region advisory body –where business representation is at least 50%.

Act as first point of contact for statewide industry organizations and employers with the intent of assisting engagement with the community college system to respond to sector needs. Represent the Chancellor's Office at state-level meetings and workgroups and facilitating business/industry connection with DSN's and college programs.

Act as sector expert staying current with industry workforce development needs, trends, and funding opportunities in order to provide expert guidance to the Chancellor's Office, DSN's, Regional Consortia and regional sector-specific centers.

Develop and implement sector initiatives to address statewide and regional industry workforce priorities, supported by convening and facilitation, marketing, website development/maintenance, meeting logistics, data collection/reporting, and internal analysis of effectiveness.

Assist regional career education and workforce development leaders to meet the needs of their particular industry sector in evaluating impact of their sector on the region's economy.

Assist in the formation of workforce development networks, and development of contract and fee-supported approaches for meeting workforce development needs in their sector.

Support the Chancellor's Office workforce and economic development initiatives through the following: contribute to workplan development; provide recommendations and monitoring; providing technical assistance as needed on grant proposal development, grant management, and any related compliance and reporting related to priority and emerging industry sectors; support and contribute to statewide and regional sector strategic planning.

Provide technical assistance/input to CCCCO for current and future workforce and economic development grant-funded projects and other funding opportunities.

Provide leadership in implementing the recently approved Strong Workforce Recommendations relating to sector work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
MARCH 2018

**EXECUTIVE DIRECTOR OF INDUSTRY SECTOR ENGAGEMENT  
AND CAREER TECHNICAL EDUCATION PROGRAM STRATEGIST**

**JOB DESCRIPTION (CONTINUED)**

**REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** A Master's Degree and five years of experience in career education, economic and workforce development and regional program development; five years of industry sector experience.

**Required Skills:**

Ability to identify and advocate programmatic priorities—with consideration for common metrics and accountability measures.

Ability to represent state career education and workforce and economic development plans and initiatives to industry, employers, and K-12 and community college leaders.

Ability to communicate effectively (i.e., written communication, oral presentations), especially with senior leaders in higher education and industry.

Ability to develop effective networks to engage stakeholders in collaborative efforts that produce results toward achievement of target performance metrics and outcomes.

Ability to design, develop and acquire research, data and information to keep CCCCCO, regional workforce and economic development leaders, and community college career education leaders informed.

Board Approval Date: June 25, 2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Tracie E. Limeburner-Green** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Vice Chancellor of Human Resources** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing June 27, 2018 and ending June 30, 2020. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$190,624.13** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute \$563.79 per month to a tax-sheltered annuity selected by Administrator.

15. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

16. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

17. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

19. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

20. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

21. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties’ employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment “A” to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment “A,” knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment “A”.

27. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_

For District

\_\_\_\_\_

Date

\_\_\_\_\_

Administrator

\_\_\_\_\_

Date

Board Approval Date: June 25, 2018



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
JUNE 25, 2018**

**CLASSIFIED**New Appointment

Kramer, Laura Special Projects Specialist (CL18-1113) Counseling/ SCC	Effective: June 4, 2018 Grade 11, Step 1 \$45,583.45
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Mitocariu, Ciprian Applications Specialist III (CL18-1093) ITS/ District	Effective: July 9, 2018 Grade 19, Step 1 \$71,467.92
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Professional Growth Increments

Bunch, Peterson Financial Aid Tech./ Financial Aid/ SAC	Effective: July 1, 2018 Grade 8, Step 3 + 4PG (2000) \$46,191.39
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Del Valle, Claudia Administrative Clerk/ EOPS/ SAC	Effective: July 1, 2018 Grade 10, Step 3 + 2PG (1000) \$49,144.33
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Lopez De La Luz, Basti Student Services Coordinator/ Student Services/ SAC	Effective: July 1, 2018 Grade 15, Step 2 + 1PG (500) \$59,505.04
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Nguyen, Mai Sr. Admissions/Records Spec./ Enrollment/ SCC	Effective: July 1, 2018 Grade 11, Step 3 + 1PG (500) \$50,745.53
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Oropeza, Liliana Senior Clerk/ Student Services/ SAC	Effective: July 1, 2018 Grade 8, Step 3 + 4PG (1500) \$45,691.39
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Serratos, Brenda Accountant/ Admin. Services/ SAC	Effective: July 1, 2018 Grade 13, Step 6 + 5%L + 8PG (4000) \$68,494.48
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Out of Class Assignment

Duenez, Patricia Asst to the Vice Chancellor/ Ed. Services/ District	Effective: 07/01/17 – 06/30/18 07/01/18 – 12/17/18 Grade M, Step 1 \$62,753.50 <i>Confidential</i>
Glomba, Irena Student Services Coordinator/ Continuing Ed. CEC	Effective: 07/01/18 – 07/20/18 Grade 15, Step 6 + 5%L + 4PG (2000) \$77,330.87
Negron, Victor Senior Payroll Specialist/ Fiscal/ District	Effective: 05/24/18 – 06/30/18 Grade 13, Step 6 + 1PG (500) \$61,790.12
Nolan, Leanna Executive Secretary/ Fiscal Services/ District	Effective: 07/01/18 – 12/14/18 Grade 14, Step 1 \$52,170.12

Change in Position

Martinez, Daniel From: District Safety Officer To: Senior District Safety Officer (CL18- 1144) District Safety/ SAC	Effective: June 17, 2018 Grade 13, Step 1 + 7.5% GY \$54,282.20
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Change in Salary Placement

Greenhalgh, Scott Senior District Safety Officer/ District	Effective: June 17, 2018 Grade 13, Step 3 + 5% SW + 3PG (1500) \$59,939.01
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Leave of Absence

Bailey, Debra Intermediate Clerk/ Health & Wellness Ctr/ SAC	Effective: 08/13/18 – 08/17/18 12/04/18 – 12/08/17 02/04/19 – 02/08/19 06/10/19 – 06/14/19 Reason: Non Work Days for 11 Month Contract
Lohmann, Suzanne Student Services Coordinator/ Counseling/ SAC	Effective: 07/01/18 – 06/30/19 Reason: FMLA – Intermittent (continued)

Leave of Absence cont'd

Tran, Anh Phuong Curriculum Specialist/ Academic Affairs/ SAC	Effective: 07/01/18 – 12/31/18 Reason: FMLA- Intermittent (continued)
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Ratification of Resignation/Retirement

Salinas, Jose Sr. Custodian/ Ed. Services/ DMC	Effective: June 7, 2018 Reason: End of Assignment
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**CLASSIFIED HOURLY**

New Appointments

Bolainez, Elvis Cashier (CL18-1106) Bookstore/ SAC	Effective: May 21, 2018 19 Hours/Week 12 Months/Year Grade 3, Step A \$16.05/Hour
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Lamb, Jason Student Program Specialist (CL18-1122) Student Services/ SAC	Effective: May 29, 2018 19 Hours/Week 12 Months/Year Grade 10, Step A \$20.90/Hour
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Reynolds, Noel DSPS Specialist (CL18-1124) Counseling/SAC	Effective: June 6, 2018 19 Hours/Week 12 Months/Year Grade 11, Step A \$21.83/Hour
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Villalpando, Alma Instructional Assistant (CL17-0997) Continuing Ed./ CEC	Effective: June 11, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
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Professional Growth Increment

Carter, Shannon Instructional Assistant/ Continuing Ed. OEC	Effective: July 1, 2018 Grade 5, Step A + 4PG (1000) \$17.12/Hour + \$83.33/Mo. PG
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Chaikaew, Jarunee Instructional Assistant/ Continuing Ed./ CEC	Effective: July 1, 2018 Grade 5, Step A + 10PG (2500) \$17.12/Hour + \$208.33/Mo. PG
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Gilbert, Jessica Administrative Clerk/ Academic Affairs/ SCC	Effective: July 1, 2018 Grade 10, Step A + 6PG (1500) \$20.90/Hour + \$125.00/Mo. PG
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Professional Growth Increment cont'd

Khan, Khadija  
Student Services Specialist/ Scholarship  
Office/ SAC

Effective: July 1, 2018  
Grade 10, Step A + 2PG (500)  
\$20.90/Hour + \$41.67/Mo. PG

Ramirez, Abigail  
Counseling Assistant /Counseling/ SAC

Effective: July 1, 2018  
Grade 5, Step A + 1PG (250)  
\$17.12/Hour + \$20.83/Mo. PG

Leave of Absence

Connaker, William  
Learning Assistant/ Learning Ctr./ SCC

Effective: 08/13/18 – 08/17/18  
10/08/18 – 10/12/18  
12/17/18 – 12/21/18  
06/10/19 – 06/14/19  
Reason: Non Work Days for 11 Month  
Contract

Khan, Khadija  
Student Program Specialist/ College  
Advancement/ SAC

Effective: 08/06/18 – 08/10/18  
11/26/18 – 11/30/18  
12/17/18 – 12/21/18  
01/07/19 – 01/11/19  
Reason: Non Work Days for 11 Month  
Contract

Leung, Sharon  
Admissions & Records Spec.I/ Continuing  
Ed./ CEC

Effective: 08/06/18 – 08/10/18  
12/03/18 – 12/07/18  
02/11/19 – 02/15/19  
04/01/19 – 04/05/19  
Reason: Non Work Days for 11 Month  
Contract

Shah, Sumitra  
Learning Assistant/ Learning Ctr./ SCC

Effective: 07/09/18 – 07/13/18  
12/17/18 – 12/21/18  
06/10/19 – 06/21/19  
Reason: Non Work Days for 11 Month  
Contract

Tran, Vien  
Publications Assistant/ Human Services &  
Tech,/ SAC

Effective: 08/13/18 – 08/24/18  
01/07/19 – 02/08/19  
06/10/19 – 06/14/19  
06/24/19 – 06/28/19  
Reason: Non Work Days for 10 Month  
Contract

**TEMPORARY ASSIGNMENT**

Admire, Andrew Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Arredondo, Mayra Job Developer/ Business Div./ SAC	Effective: 07/02/18 – 12/31/18
Ayala, Jonathan Instructional Assistant/ Business Div./ SAC	Effective: 07/02/18 – 06/30/19
Baca, Jeffrey Learning Facility/ Science & Math/ SAC	Effective: 07/02/18 – 06/07/19
Bach, Cindy Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Brewer, Crystal Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Broadwater, Jeremy Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Budean Zorilla, Blanca Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Campbell, Timothy Fine Arts & Theatre Facilities Tech./ Fine & Performing Arts/ SAC	Effective: 07/30/18 – 06/08/19
Carbonaro, Juliana Instructional Center Tech./ Business Div./ SAC	Effective: 07/02/18 – 06/28/19
Castro Herrera, Juna District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Chang, Grace Instructional Assistant/ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/08/19

**TEMPORARY ASSIGNMENT cont'd**

Coria, Juan Instructional Assistant/ Counseling/ SAC	Effective: 08/27/18 – 06/07/19
Cruz, Alexandro District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Dang, Luan Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Faavae, Brown Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/26/18 – 06/30/18 07/02/18 – 03/29/19
Floyd, Erica Student Services Specialist/ Counseling/ SCC	Effective: 07/02/18 – 05/17/19
Gonzalez, Alessandra Instructional Assistant/ Fine & Performing Arts/ SAC	Effective: 07/02/18 – 06/08/19
Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 07/01/18 – 07/27/18
Gray, Malcolm Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Gutierrez Gutierrez, Octavio Custodian/ Facility Planning/ District	Effective: 07/02/18 – 01/04/19
Harris, Remy Student Services Specialist/ Counseling/ SCC	Effective: 07/16/18 – 06/21/19
Hashemi Tari, Seyed Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Hernandez, Anthony District Safety Officer/ District	Effective: 07/01/18 – 06/30/19

**TEMPORARY ASSIGNMENT cont'd**

Holcombe, Drew Learning Facilitator/ Science & Math/ SAC	Effective: 07/02/18 – 06/07/19
Huynh, Shirley Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Labat, Michael Instructional Assistant/ Continuing Ed./ OEC	Effective: 07/02/18 – 06/30/19
Letourneau, Alexander Instructional Assistant/ Student Services/ SCC	Effective: 07/02/18 – 09/14/18
Levin, Matthew District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Lloyd, Sabrina Program Specialist/ Enrollment/ SCC	Effective: 07/02/18 – 06/28/19
Lopez, Lorena District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Macias, Anthony Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Martinez Romero, Jessica Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Meza, Joanna Instructional Assistant/ Fine & Performing Arts/ SAC	Effective: 07/02/18 – 06/08/19
Miller, Marvin Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Montero, Vanessa Student Services Specialist/ Counseling/ SCC	Effective: 07/30/18 – 06/07/19

**TEMPORARY ASSIGNMENT cont'd**

Montoya Chavez, Stacy Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Montoya Chavez, Stacy Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Mutuc, Benjamin District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Nessei, Pamela Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Nguyen, Michael Instructional Assistant/ Business Div./ SAC	Effective: 07/02/18 – 06/30/19
Nguyen, Thuan Instructional Assistant/ Business Div./ SAC	Effective: 07/02/18 – 06/30/19
Nieto, Vicente Custodian/ Facility Planning/ District	Effective: 07/02/18 – 01/04/19
Ordiano, Sandra Video Tech./ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/08/19
Patel, Neelam Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Pham, Victor Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Plascencia, Amber General Office Clerk/ Academic Affairs/ SAC	Effective: 06/26/18 – 06/30/18 07/02/18 – 06/30/19
Quijada, Jazmin Instructional Assistant Business Div./ SAC	Effective: 07/01/18 – 06/30/19



**TEMPORARY ASSIGNMENT cont'd**

Rosewitz, Jessika Instructional Assistant/ Math & Science/ SCC	Effective: 08/20/18 – 05/08/19
Saavedra, Juan Instructional Assistant/ Business Div./ SAC	Effective: 07/02/18 – 06/30/19
Smith, Jessica Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 07/02/18 – 06/30/19
Stenersen, Steven Counseling Assistant/ Financial Aid/ SCC	Effective: 07/02/18 – 06/28/19
Suarez, Diego Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19
Turino, Christopher District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Weatherholt, Branden Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Widly, Joseph Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Williams, Jacob Learning Facilitator/ Science & Math/ SAC	Effective: 09/04/18 – 06/07/19
Yang, Christine Instructional Assistant/ Science & Math/ SAC	Effective: 07/02/18 – 06/30/19

*Change in Temporary Assignment*

Nieto, Vicente Custodian/ Facility Planning/ District	Effective: 05/14/18 – 06/29/18
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*Additional Hours for Ongoing Assignment*

Ayala, Jose District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Barragan, Liliana Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30//19 Not to exceed 19 consecutive working days in any given period.
Clayton, Joe District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Counts, Christopher District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Delgado, Juan District Safety Officer District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Driouch, Khalid Assessment Assistant/ Continuing Ed./ CEC	Effective: 05/25/18 – 06/30/18 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Gandarilla, Aurea Career Tech./ Counseling/ SAC	Effective: 07/02/18 – 06/28/19 Not to exceed 19 consecutive working days in any given period.
Gandarilla, Frank Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Garcia, Anthony HS & Community Outreach Spec./ Continuing Ed. CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Garcia, Jorge Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Hammond, Diana Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lomeli, Elizabeth Student Services Spec./ Student Services/ SAC	Effective: 07/16/18 – 8/31/18 Not to exceed 19 consecutive working days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Lopez, Staphany Counseling Assistant/ Continuing Ed./ CEC	Effective: 05/11/18 – 06/30/18 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Ramirez, Abigail  
Counseling Assistant/ Counseling/ SAC  
Effective: 05/07/18 – 06/29/18  
07/01/18 – 09/28/19  
Not to exceed 19 consecutive working days in any given period.

*Substitute Assignments*

Arredondo, Mayra  
Job Developer/ Business Div./ SAC  
Effective: 05/16/18 – 06/29/18  
Not to exceed 19 consecutive working days in any given period.

Clayton, Joe  
District Safety Officer/ District  
Effective: 07/01/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Counts, Christopher  
District Safety Officer/ District  
Effective: 07/01/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Cruz, Alexandro  
District Safety Officer/ District  
Effective: 07/01/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Delgado, Juan  
District Safety Officer/ District  
Effective: 07/01/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Estrada, Gilberto  
Custodian/ Continuing Ed. OEC  
Effective: 07/02/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Hernandez, Leo  
HS & Community Outreach Spec./  
Continuing Ed./ CEC  
Effective: 05/30/18 – 06/30/18  
07/02/18 – 05/30/19  
Not to exceed 19 consecutive working days in any given period.

Levin, Matthew  
District Safety Officer/ District  
Effective: 07/01/18 – 06/30/19  
Not to exceed 19 consecutive working days in any given period.

Lokos, Carmina  
Sr. Payroll Specialist/ District  
Effective: 07/02/18 – 09/30/18

*Substitute Assignments cont'd*

Mutuc, Benjamin District Safety Officer/ District	Effective: 07/01/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Ochoa, Antonio Lifeguard/ Kinesiology/ SAC	Effective: 07/01/18 – 06/30/19
Pena, Alfredo Counseling Assistant/ Continuing Ed/ CEC	Effective: 07/02/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Trujillo, Mosselle Intermediate Clerk/ Counseling/ Sac	Effective: 05/16/18 – 06/29/18 07/02/18 – 12/21/18 Not to exceed 19 consecutive working days in any given period.
Turino, Christopher District Safety Officer/ District	Effective: 07/01/18 – 06/30/19
Uicab Noh, Jose Custodian/ Continuing Ed./ CEC	Effective: 07/02/18 – 06/30/19
Valle Juarez, Elia HS & Community Outreach Spec./ Continuing Ed./ CEC	Effective: 07/02/18 – 06/30/19

**MISCELLANEOUS POSITIONS**

Alcazar, Elizabeth Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Alderette, Xavier Model/ Fine & Performing Arts/ SAC	Effective: 07/02/18 – 06/29/19
Bentz, Marie Model/ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/28/19
Bentz, Paul Model/ Fine & Performing Arts/ SAC	Effective: 07/23/18 – 06/29/19
Blackwell, Jana Model/ Fine & Performing Arts/ SAC	Effective: 07/23/18 – 06/29/19

**MISCELLANEOUS POSITIONS cont'd**

Blackwell, Pamela Model/ Fine & Performing Arts/ SAC	Effective: 07/23/18 – 06/29/19
Brown, Jordaan Model/ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/29/19
Bui, Ha Community Services Presenter/ Continuing Ed./ CEC	Effective: 06/18/18
Childs, Wendy Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Cole, John Model/ Fine & Performing Arts/ SAC	Effective: 07/09/18 – 06/29/19
Dascenzo, Christina Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Depetris, Gina Sign Language Interpreter III/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Dietz, Kimberly Residential Assistant II/ Student Services/ SAC	Effective: 06/18/18 – 06/29/18 07/01/18 – 07/27/18
Drevlow, Laurie Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
El, Sophynan Residential Assistant II/ Student Services/ SAC	Effective: 06/18/18 – 06/29/18 07/01/18 – 07/27/18
Griego, Ariana Model/ Fine & Performing Arts/ SAC	Effective: 07/16/18 – 06/29/19
Guadarrama, Josue Community Services Presenter/ Continuing Ed./ CEC	Effective: 07/11/18

**MISCELLANEOUS POSITIONS cont'd**

Gutierrez, Milagros Model/ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/29/19
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Kerr, Mikyla Sign Language Interpreter III/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Lin, Donna Community Services Presenter II/ Student Services/ SAC	Effective: 07/01/18 – 06/30/19
Marquez, Christina Presenter I/ Business & Career Tech Ed./ SCC	Effective: 07/02/18 – 06/30/19
Martinez, Christina Stage Assistant /Fine & Performing Arts/ SAC	Effective: 07/30/18 – 06/08/19
Nguyen, Jimmy Community Services Presenter/ Continuing Ed./ CEC	Effective: 06/25/18
Ormita, Mark Sign Language Interpreter IV/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Otterbach, Denise Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Ponce Fuentes, Maria De Lourdes Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 05/29/18
Shiba, Lisa Sign Language Interpreter IV/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Shields, Cindy Sign Language Interpreter V/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19

**MISCELLANEOUS POSITIONS cont'd**

Simpson, Janella Community Services Presenter/ Continuing Ed./ CEC	Effective: 06/28/18
Smith, Elizabeth Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19
Turner, Tracey Model/ Fine & Performing Arts/ SAC	Effective: 07/16/18 – 06/29/19
Valenti, Donna Community Services Presenter/ Continuing Ed./ CEC	Effective: 07/12/18
Valladares, Luzminia Community Services Presenter/ Continuing Ed./ OEC	Effective: 06/18/18
Vu, Thanh Clerical Assistant/ Counseling/ SAC	Effective: 06/18/18 – 06/29/18
Witham, Jennifer Model/ Fine & Performing Arts/ SAC	Effective: 08/27/18 – 06/29/19
Woolard, Caleb Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/18 – 06/30/19

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective January 11, 2018 – February 10, 2018*

Mack, Karen	Amount: \$ 59.51
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*Stipends Effective February 11, 2018 – March 10, 2018*

Boggio Wooldridge, Alexandra	Amount: \$ 150.00
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Mack, Karen	Amount: \$ 238.03
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**COMMUNITY SERVICE PRESENTERS cont'd**  
Stipends Effective March 11, 2018 – April 10, 2018

Boggio Wooldridge, Alexandra	Amount: \$ 300.00
Goldman, Deborah	Amount: \$ 100.22
Hardy, Kamillia	Amount: \$ 242.21
Mack, Karen	Amount: \$ 297.54

Stipends Effective April 11, 2018 – May 10, 2018

Boggio Wooldridge, Alexandra	Amount: \$ 150.00
Dewberry, Dorianne	Amount: \$ 354.96
Diebolt Price, Julie	Amount: \$ 509.61
Dumon, Dori	Amount: \$ 160.00
Fischermilitaru, Mariana	Amount: \$ 910.00
Goldman, Deborah	Amount: \$ 150.34
Gorman, Ron	Amount: \$ 137.81
Hardy, Kamillia	Amount: \$ 363.31
Krusemark, Leeanne	Amount: \$ 181.31
Mack, Karen	Amount: \$ 59.51
McLean, Stephen	Amount: \$ 440.00
Morris Brown, Flora	Amount: \$ 60.00
Nolasco, Jeffrey	Amount: \$ 420.00
Raslan, Nayrouz	Amount: \$ 2,808.00
Samaniego, Adriel	Amount: \$ 330.00

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Martin, Douglas

Effective: 06/26/18

**VOLUNTEERS**

Gaughan, Sydney

Volunteer/ Student Services/ SCC

Effective: 07/01/18 – 06/30/19

Sandoval, Maria

Volunteer/ Kinesiology/ SAC

Effective: 07/01/18 – 06/30/19

**SANTA ANA COLLEGE STUDENT  
ASSISTANT LIST**

Canseco Santos, Sandra	Effective:	06/04/18-06/30/18
Cantuna, Stephan J.	Effective:	06/15/18-06/30/18
Carranza, Elizabeth G.	Effective:	06/13/18-06/30/18
Ceja, Jessica M.	Effective:	06/18/18-06/30/18
Hernandez, Stephanie	Effective:	06/18/18-06/30/18
Huerta, Robin R.	Effective:	06/04/18-06/30/18
Ochoa, Carmen L.	Effective:	06/19/18-06/30/18
Orozco, Sarahi	Effective:	06/13/18-06/30/18
Newton, Jessica K.	Effective:	06/18/18-06/30/18
Rather, Tennille M.	Effective:	06/18/18-06/30/18
Sanchez, Leopoldo	Effective:	06/15/18-06/30/18
Torres, Liz B.	Effective:	06/13/18-06/30/18
Ventura, Kelly M.	Effective:	06/04/18-06/30/18
Zuniga, Brittany M.	Effective:	06/14/18-06/30/18

**Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST**

Sanchez, Edgar

Effective: 06/11/2018 – 06/30/2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the General Counsel

To:	Board of Trustees	Date:	June 25, 2018
Re:	Discussion and Approval of Change in Policy Regarding the Term of Cabinet and Executive Level Contracts		
Action:	Request for Approval		

**BACKGROUND**

The Board of Trustees has requested that a policy discussion relating to the term of cabinet and executive level contracts be placed on the board meeting agenda.

**ANALYSIS**

The policy discussion is based solely on the board's desire to enter into two-year rather than three-year contracts for cabinet and executive level employees. This policy change would align the cabinet and executive level contracts with all other district employment contracts. There are no other reasons for this discussion. This policy discussion is not based on any individual's performance.

The employees affected by this change include:

- a. Chancellor
- b. Vice Chancellor, Business Operations/Fiscal Services
- c. Vice Chancellor, Educational Services
- d. Vice Chancellor, Human Resources
- e. President, Santa Ana College
- f. President, Santiago Canyon College

The auto-renewal clause included in the current cabinet and executive level contracts will not be affected with the change in term. This clause requires the board to give notice prior to June 30 of any year other than the last year of the employment contract that it will not be renewing the employment contract for an additional year. Therefore, the discussion and decision about entering into two-year rather than three-year contracts for cabinet and executive level employees must take place prior to June 30, 2018.

**RECOMMENDATION**

It is recommended the Board of Trustees discuss and approve a change in policy to enter into two-year rather than three-year contracts for cabinet and executive level employees.

Fiscal Impact:	None	Board Date:	June 25, 2018
Prepared by:	Ruben Smith, Esq., General Counsel		
Submitted by:	Ruben Smith, Esq., General Counsel		
Recommended by:	Ruben Smith, Esq., General Counsel		