

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, October 15, 2018
Santa Ana College
1530 W. 17th Street, Phillips Hall
Santa Ana, California

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 September 10, 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 Recognition of Faculty by Board of Trustees

- 1.8 Presentation of Santa Ana College (SAC) Shirt to New Faculty Members
- 1.9 Presentation on Santa Ana College Collaboration with Behr Corporation to Create Mural Painting for Behr Corporate Headquarters in Santa Ana

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from Student Trustee
- 2.2 Reports from Student Presidents
 - Student activities
- 2.3 Report from Classified Representative
- 2.4 Reports from Academic Senate Presidents
 - Senate meetings
- 2.5 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.6 Report from the Chancellor
- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board
 - Orange County Community Colleges Legislative Task Force
- 2.8 Presentation on Santa Ana College Athletics
- 2.9 Presentation on Santa Ana College Health and Wellness Center

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement Renewal with Jurupa Unified School District Action

The administration recommends approval of the educational agreement renewal with Jurupa Unified School District located in Jurupa Valley, California, as presented.
- *3.2 Ratification of Payment to IXO, Inc. for South Coast Air Quality Management District (SCAQMD) Services Rendered Action

The administration recommends ratification of payment to IXO, Inc. for SCAQMD services as presented.
- *3.3 Approval of California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement for Santa Ana College Action

The administration recommends approval of the California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement for SAC.

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

- *3.4 Approval of California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement for Santiago Canyon College (SCC) Action

The administration recommends approval of the California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement for SCC.

- 3.5 Approval of Amended Apprenticeship Cost Agreements and Hourly Rate Increase Action

The administration recommends approval of the amended apprenticeship cost agreements and hourly rate increase for 2018-2019 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 September 13, 2018 to October 2, 2018.

- *4.3 Approval of Amendment to Agreement with HL Construction Management for On-Call Cost Estimating Consulting Services for Various Projects District-Wide Action

The administration recommends approval of the amendment with HL Construction Management for on-call cost estimating consulting services for various projects district-wide as presented.

- *4.4 Approval of Agreement with Criterion for Medical Equipment Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action

The administration recommends approval of the agreement with Criterion for medical equipment consulting services for the Russell Hall replacement at SAC as presented.

- *4.5 Approval of Agreement with LSA Associates, Inc. for Traffic Engineering and Management Consulting Services for Campus Entrance Improvements at Santa Ana College Action

The administration recommends approval of the agreement with LSA Associates, Inc. for traffic engineering and management consulting services for campus entrance improvements at SAC as presented.

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

- *4.6 Approval of Agreement with Steinberg Hart for Architectural and Engineering Services for Space Planning and Academic Support Center at Santa Ana College Action
The administration recommends approval of the agreement with Steinberg Hart for architectural and engineering services for space planning and the Academic Support Center at SAC as presented.
- *4.7 Rejection of all Bids for Bid #1352 for Installation of Two Holly Oak Trees in Northeast Corner at Santa Ana College Action
The administration recommends rejection of all bids for Bid #1352 for installation of two holly oak trees in the northeast corner at SAC as presented.
- *4.8 Approval of Disposal of Surplus Vehicles Action
The administration recommends approval of declaring the five district-owned vehicles as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Governor’s Office of Business & Economic Development \$ 50,000
(GO-Biz) Capital Infusion Program (CIP) Grant (District)
 - Guided Pathways (SAC & SCC) \$715,372
 - Innovation and Effectiveness Grant (District) \$200,000
 - Integrated Technology-Data Services Program Fiscal Agent \$481,000
(District)
 - Veterans Resource Center Grant Program (SAC & SCC) \$200,000
- *5.2 Approval of Sub-Agreement between RSCCD and Peralta Community College District/Laney College for Industry Sector Projects in Common (ISPIC) for Advanced Manufacturing Sector Strong Workforce Project funded by Career Technical Education (CTE) Data Unlocked Initiative Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operation/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *5.3 Approval of Sub-Agreement between RSCCD and productOps for Career Technical Education Data Unlocked Initiative Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operation/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.4 Approval of Second Amendment to Sub-Agreement between RSCCD and San Diego Community College District for Industry Sector Projects in Common for Biotechnology Supply Chain Multi-Regional Project funded by Career Technical Education Data Unlocked Initiative Action
The administration recommends approval of the second amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operation/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of BoardDocs Agreement between RSCCD and Emerald Data Solutions, Inc. for Strong Workforce Program Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operation/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.6 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients and Self-Evaluation Timeline Action
The administration recommends adoption of the self-evaluation survey instrument, the list of designated individuals who will receive the survey and the self-evaluation timeline as presented.
- 5.7 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Directors

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

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore
Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

- 6.1 **Management/Academic Personnel** Action
 - Approval of Appointments
 - Approval of Changes of Position
 - Ratification of Resignations/Retirements
 - Approval of Leaves of Absence
 - Approval of 2018-2019 FARSCCD Contract Step Increases
 - Approval of Beyond Contract/Overload Stipends
 - Approval of Adjustments to Column Placements
 - Approval of Part-time/Hourly New/Rehires
 - Approval of Non-paid Intern Services
- 6.2 **Classified Personnel** Action
 - Approval of New Appointments
 - Approval of Hourly Ongoing to Contract Assignments
 - Approval of Professional Growth Increments
 - Approval of Longevity Increments
 - Approval of Out of Class Assignments
 - Approval of Changes in Position
 - Approval of Changes in Department
 - Ratification of Resignations/Retirements

6.2 Classified Personnel (cont.)

- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

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

It is recommended that the board approve the collective bargaining agreement with FARSCCD for the period of July 1, 2017, through June 30, 2019.

6.4 Adoption of Resolution No. 18-21 regarding Reduction in Force of Classified Staff Action

It is recommended that the board adopt Resolution No. 18-21 – Reduction in Force of Classified Staff.

6.5 Authorization for Board Travel/Conferences Action

It is recommended that the board authorize the submitted conference and travel by board members.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on October 29, 2018, at Santiago Canyon College, 8045 E. Chapman Avenue, Room H-106, Orange, California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

**Board of Trustees
(Regular meeting)**

Monday, September 24, 2018

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

Administrators present during the regular meeting were Ms. Tracie Green, Dr. John Hernandez, Mr. Peter Hardash, Dr. Linda Rose, 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 Mr. Morrie Barembaum, Professor, Astronomy, Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve a revised page for Item 4.4 (Agreement with Cambridge West Partnership, LLC). The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.4 Public Comment

Ms. Casandra Mandeville spoke regarding Phi Theta Kappa.

NOTE: There was another public comment made during Item 2.5 (Report from College Presidents).

Ms. Mendoza arrived during Item 1.4 (Public Comments).

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held September 10, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

1.6 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. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

3.1 Approval of Educational Affiliation Agreement with NDR Therapeutic Riding Center

The board approved the agreement with NDR Therapeutic Riding Center in Norco, California as presented.

3.2 Approval of Educational Affiliation Agreement with Plum Healthcare Group

The board approved the agreement with Plum Healthcare Group in San Marcos, California as presented.

3.3 Approval of Teaching Institution Agreement with AltaMed Health Services Corporation

The board approved the agreement with AltaMed Health Services Corporation in Los Angeles, California as presented.

3.4 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with California Association for Property and Evidence Officers

The board approved the agreement with California Association for Property and Evidence Officers in Apple Valley, California as presented.

3.5 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with Orange County Human Relations Council

The board approved the agreement with the Orange County Human Relations Council in Santa Ana, California as presented.

3.6 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with Tustin Police Department

The board approved the agreement with the Tustin Police Department in Tustin, California as presented.

1.6 Approval of Consent Calendar (cont.)

3.7 Approval of Educational Affiliation Agreement Renewal with Interface Rehab, LLC

The board approved the agreement with Interface Rehab, LLC in Placentia, California as presented.

3.8 Approval of Affiliation Agreement Renewal with AHMC Anaheim Regional Medical Center LP

The board approved the agreement with AHMC Anaheim Regional Medical Center LP in Anaheim, California 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 July 1, 2018, through September 12, 2018.

4.3 Approval of the 2017-18 CCFS-311 Annual Budget and Financial Report, including Gann Appropriation Limit

The board approved the 2017-18 CCFS-311 Annual Budget and Financial Report as presented pending any audit adjustments and establish the District's 2018-19 Gann Limit in the amount of \$276,478,411.

4.4 Approval of Agreement with Cambridge West Partnership, LLC

The board approved the agreement with Cambridge West Partnership, LLC as presented.

4.6 Approval of Agreement with Alta Environmental – Hazardous Material Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at Santa Ana College (SAC)

The board approved the agreement with Alta Environmental – Hazardous Material Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at SAC as presented.

4.7 Approval of Agreement with Ken Porter Auctions

The board approved the agreement with Ken Porter Auctions to conduct vehicle auctions on an as needed basis as presented.

4.8 Approval of Purchase Orders

The board approved the purchase order listing for the period July 22, 2018, through August 25, 2018.

1.6 Approval of Consent Calendar (cont.)

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:

- Board Financial Assistance Program (BFAP) (SAC & SCC)	\$1,055,446
- California Campus Catalyst Fund (SAC)	\$ 125,000
- California College Promise Grant (SAC & SCC)	\$1,123,285
- California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SAC & SCC)	\$ 675,702
- Child Development Training Consortium (SAC & SCC)	\$ 28,900
- Cooperative Agencies Resources for Education (CARE) (SAC & SCC)	\$ 147,243
- Equality Employment Opportunity (EEO) – Diversity Allocation Funds (District)	\$ 50,000
- Extended Opportunity Programs & Services (EOPS) (SAC & SCC)	\$2,262,938
- Financial Aid Technology (SAC & SCC)	\$ 364,997
- Fiscal Agent for the Regional Consortia (District)	\$ 82,800
<i>Augmentation</i>	
- Student Success Completion Grant (SSCG)(SAC & SCC)	\$1,902,238
- Student Support Services – Regular Program – Year 4 (SCC)	\$ 242,136
- Student Support Services – Veterans Program – Year 4 (SAC)	\$ 242,136
- Student Support Services – Regular Program – Year 3 (SAC)	\$ 321,755
- Talent Search – Year 1 (SAC)	\$ 398,018
- Upward Bound – Year 2 (SAC)	\$ 321,010
- Upward Bound – Math & Science Program – Year 2 (SCC)	\$ 275,155
- Upward Bound – Veterans Program – Year 2 (SAC)	\$ 275,155
- Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC)	\$2,662,853

5.2 Approval of Sub-Agreement between RSCCD and San Mateo Community College District/Skyline College for the Industry Sector Projects in Common (ISPIC) for the Retail/Hospitality/Tourism Sector funded by the 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.

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:

Ms. Breanna Ceja, Student President, Santa Ana College
Mr. Evan Ostrow, Student President, 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

Dr. Linda Rose, President, Santa Ana College, provided a report to the board.

Ms. Barrios arrived during the discussion held during Dr. Rose's report.

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to suspend the rules and consider Item 1.4 (Public Comments) at this time. 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 from Ms. Barrios. Student Trustee Weber's advisory was aye.

1.4 Public Comment

Ms. Rebecca Barnard spoke regarding the SAC Health and Wellness Center and nurse duty hours.

2.5 Reports from College Presidents (cont.)

Dr. John Hernandez, President, Santiago Canyon College provided a report to the board.

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes.

2.6 Report from the Chancellor

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hernandez provided a report on the September 13, 2018, Orange County Community College Legislative Task Force meeting.

2.8 Presentation on Student Success Scorecard

Ms. Janice Love, Director, College Research Student Services, Santa Ana College; and Mr. Aaron Voelcker, Dean, Institutional Effectiveness, Library and Learning Support Services, Santiago Canyon College; provided a report on the 2018 Student Success Scorecard for Santa Ana College and Santiago Canyon College.

Although the staff is obligated by the State Chancellor's Office to present the scorecard data to the board of trustees, Mr. Voelcker stated that this would be the last presentation to the trustees on the Student Success Scorecard as it exists, since the State Chancellor's Office is in the process of simplifying and consolidating many of the metrics that are tracked within the California community college system. He indicated that prior to reporting the Student Success Scorecard in 2012, similar metrics had been reported by a different label: the Accountability Reporting for the California Community Colleges (ARCC) report. Mr. Voelcker reviewed the locally defined measures of institutional effectiveness tracked at each college; externally defined measures of institutional effectiveness; student group definitions; momentum points for remedial progress, transfer-level achievement, and persistence; and SAC and SCC data compared to the state average of momentum points for persistence.

Ms. Love reviewed SAC and SCC data compared to the state average of the momentum point for 30 units; and the completion outcomes for SAC and SCC by demographics, career development and college preparation, career technical education, and skills-builder wage gains.

Mr. Voelcker stated that the California Community Colleges Vision for Success and the student centered funding formula will use simplified and integrated metrics. The new set of metrics to the California community college system is to be announced by the State Chancellor's Office on October 15, 2018.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 were approved as part of Item 1.6 (Consent Calendar).

4.5 Adoption of Resolution No. 18-19 – Conflict of Interest Code

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to adopt Resolution No. 18-19 – Conflict of Interest Code as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory was aye.

5.0 GENERAL

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

5.3 Approval of Support of Elizabeth M. Weber to Serve on Community College League of California’s (CCLC) Advisory Committee on Education Services

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve a letter of board support and financial support to serve on CCLC’s Advisory Committee on Education Services during her term of service during the 2018-2019 academic year. 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 was aye.

5.4 Adoption of Resolution 18-20 – Support of Undocumented Students Week of Action October 15-19, 2018

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to adopt Resolution No. 18-20 – Support of Undocumented Students Week of Action October 15-19, 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 was aye.

5.5 Board Member Comments

Mr. Hernandez asked that a representative from the athletic department at SAC provide a presentation on its athletic program/FTES generated by athletics/school spirit at the October 15th board meeting at SAC. Ms. Barrios indicated the information requested on athletics generating FTES was provided in written form and she was unclear why a presentation needed to occur at the October 15th board meeting. Mr. Yarbrough thanked Dr. Kevin Kawa for the information provided on SAC athletics and indicated there was no need for a presentation.

Mr. Yarbrough provided a report on the recent meeting of the Orange County Redevelopment Agency Oversight Board.

Ms. Alvarez provided a report on the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on Emergency Preparedness and Response Management conference held on September 14-15, 2018, in Miami,

5.5 Board Member Comments (cont.)

Florida. She asked if the district would be ready to provide medical assistance during an emergency situation and indicated that the Board Policy Committee plans to review ideas to address this issue.

Mr. Labrado and Mr. Hernandez asked that the colleges consider having a speech and debate team since there is a speech and debate program at Santa Ana Unified School District (SAUSD) and those high school graduates may consider attending SAC/SCC if the colleges offered a speech and debate program. Mr. Hanna asked for the cost and full-time equivalent (FTE) benefit if the district offered speech and debate classes. Ms. Mendoza asked that the board be kept updated on the possibilities of offering speech and debate classes.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:40 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. Other Educational and Classified Administrators
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Rancho Santiago Community College District, a government agency vs. Dr. Edward Hernandez, Jr. Arbitration – Judicate West File No. A238676

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiators: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore
Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)

Ms. Weber left the meeting at this time.

RECONVENE

The board reconvened at 8:42 p.m.

Closed Session Report

Ms. Alvarez reported during closed session the board discussed existing litigation and labor negotiations, and took no reportable action.

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 Adjusted Salary Placement for Interim Assignment/Employment of Retired STRS Member
- Approve Change in Grade
- Approve Interim to Permanent
- Approve Addition of Faculty Service Area(s) for New Faculty Appointment
- Approve Beyond Contract/Overload Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. 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 New Appointments
- Approve Professional Growth Increments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Change in Temporary Assignment
- Approve Additional Hours for Ongoing Assignment
- Approve Miscellaneous Positions
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, October 15, 2018, at Santa Ana College, 1530 W. 17th Street, Santa Ana, California.

There being no further business, Ms. Mendoza declared the meeting adjourned at 8:43 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

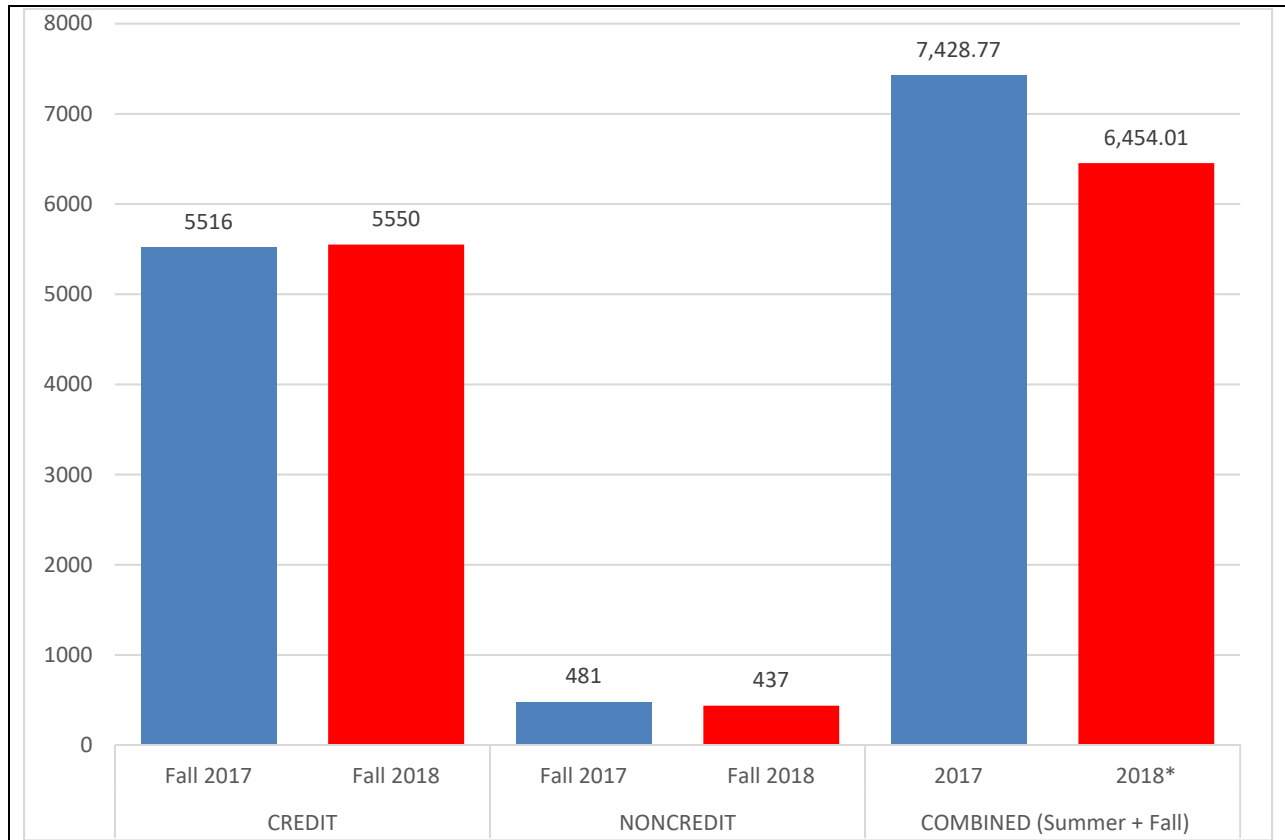
Approved: _____
Clerk of the Board

Minutes approved: October 15, 2018



SAC 2018/2019 Fall Enrollment Report

Date: 9/21/18



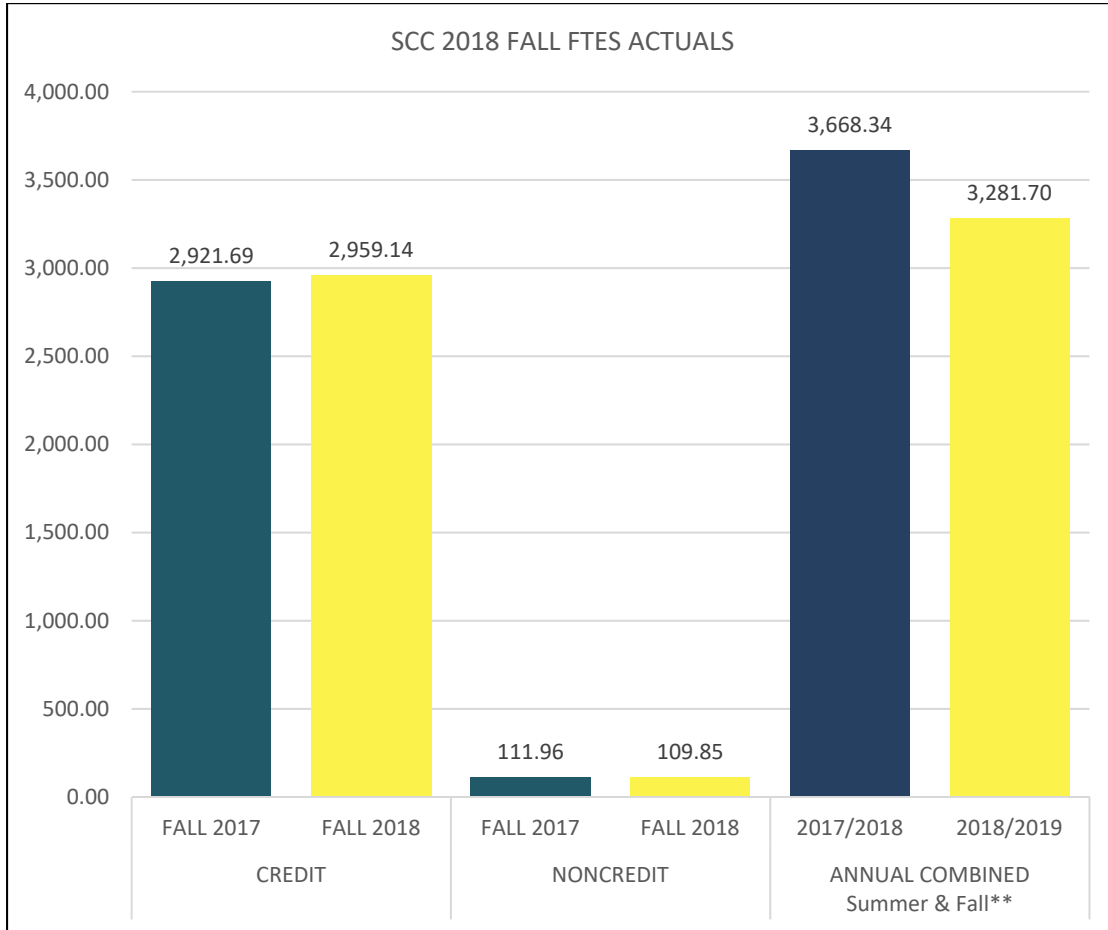
FTES Target

Terms	2017/2018	DIFF	PCT
Credit Fall Target	6917.00		
Credit Fall Projection	6917.00	0.00	0%
Noncredit Fall Target	1694.00		
Noncredit Fall Projection	1694.00	0.00	0%
Annual Target*	18743.00		
Annual Projection*	18743.00	0.00	0%

* Accounts for summer shift of 942.24 FTES to the 17/18 year from 18/19 which reduces the combined total compared to last year



SCC 2018/2019 ENROLLMENT REPORT
9/21/2018



FTES TARGETS

TERMS	2018/2019	DIFF	PCT
Credit Fall Target	3041.07		
Credit Fall Projection	3041.07	0	0%
Noncredit Fall Target	442		
Noncredit Fall Projection	442	0	0%
Annual Target*	7900.81		
Annual Projection*	7900.81	0	0%

NOTES

*Accounts for summer shift of 450.66 FTES to the 2017/2018 year from 2018/2019 which reduces the Annual Combined Total compared to last year.

**Post 6/30 Summer FTES: Credit 74.06; Noncredit 138.65

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

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Educational Affiliation Agreement Renewal with Jurupa 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 Jurupa Unified School District was developed for this purpose and has been reviewed by Interim Dean Carol Comeau and college staff. This educational affiliation agreement renewal with Jurupa 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 Jurupa 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 Jurupa Unified School District, located in Jurupa Valley, California as presented.

Fiscal Impact:	None	Board Date: October 15, 2018
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs Carol Comeau, Interim 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, **JURUPA 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 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.
7. 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.
8. 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.
9. 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 SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
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 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 clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the 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.
6. 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.
7. 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.
8. 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.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.
10. 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.

11. 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.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. 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 Agency 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"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, 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 Agency's protected health information, the Students and Instructors are defined as members of the Agency'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 Agency. 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 Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency 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 Agency, 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, Students, 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 Agency 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 Agency, 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 Agency's obligations hereunder.

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 and said policy shall remain in full force and effect during the term hereof.

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 carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least 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 Agency. Agency 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, and said policy shall remain in full force and effect during the term hereof.

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 comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. 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**

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 Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

This Agreement shall immediately terminate if the District or the Agency'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 Agency by any accreditation or regulatory agency.

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

Agency: Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, CA 92509

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 – Administrative Services**

To:	Board of Trustees	Date:	October 15, 2018
Re:	Ratification of Payment to IXO, Inc. for South Coast Air Quality Management District (SCAQMD) Services Rendered		
Action:	Request for Ratification		

BACKGROUND

Santa Ana College is required to complete the South Coast Air Quality Management District's (SCAQMD) form 1600-1 in compliance with Rule 2202. As required, the SAC Administration approved the services to be performed.

ANALYSIS

IXO, Inc. performed the required services in compliance with Rule 2202 for Santa Ana College. The total cost for such services is \$18,569.22. This total exceeds purchase order transaction limits of \$15,000 and therefore requires ratification by the Board of Trustees to process payment.

RECOMMENDATION

It is recommended the Board of Trustees ratify payment to IXO, Inc., for South Coast Air Quality Management District (SCAQMD) services as presented.

Fiscal Impact:	\$ 18,569.22	Board Date:	October 15, 2018
Prepared by:	Simon B. Hoffman, Ed.D, Interim Vice President of Administrative Services		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Office of the President**

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement	
Action:	Request for Approval	

BACKGROUND

On behalf of the 114 California community college libraries, the California Community Colleges Chancellor's Office (CCCCO) and the CCC Technology Center have initiated a state-funded project to obtain a single cloud-based library services platform (LSP) to replace the various ILS systems now in use in any of the libraries that choose to participate. The CCCCCO and the Technology Center have partnered with the Council of Chief Librarians, California Community College (CCL), to form project governance, develop a project workplan, select representative pilot colleges and complete the procurement process. The selected vendor, Ex Libris, will now work with the Library Services Platform project staff and leadership vendor to assure a successful implementation with all colleges that choose to participate. Please click [here](#) to view the California Community Colleges Technology Center Institution Partnership Agreement – Ex Libris Subscription Agreement for Santa Ana College.

ANALYSIS

Transitioning to a cloud-based Library Services Platform will provide many benefits to students, faculty, and staff that utilize the services of both libraries within the Rancho Santiago Community College District. Currently, Santiago Canyon College and Santa Ana College use different library services platforms, making the sharing of library inventory and library information and resources difficult within the District. Participation in this agreement will allow the Santiago Canyon College and Santa Ana College libraries to adopt the Library Services Platform that is utilized by all California State Universities (CSUs), providing a seamless experience to our students who transfer to the CSU system. In addition, early adoption of this agreement will result in implementation fees and the first year's subscription costs to be waived.

RECOMMENDATION

It is recommended that the Board of Trustees approve the California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement.

Fiscal Impact:	None	Board Date: October 15, 2018
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Kehlenbach, DMA, Interim Dean, Fine and Performing Arts	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Santiago Canyon College
 Academic Affairs

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement	
Action:	Request for Approval	

BACKGROUND

On behalf of the 114 California community college libraries, the California Community Colleges Chancellor’s Office (CCCCO) and the CCC Technology Center have initiated a state-funded project to obtain a single cloud-based library services platform (LSP) to replace the various ILS systems now in use in any of the libraries that choose to participate. The CCCCCO and the Technology Center have partnered with the Council of Chief Librarians, California Community College (CCL), to form project governance, develop a project workplan, select representative pilot colleges and complete the procurement process. The selected vendor, Ex Libris, will now work with the Library Services Platform project staff and leadership vendor to assure a successful implementation with all colleges that choose to participate. Please click [here](#) to view the California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement for Santiago Canyon College.

ANALYSIS

Transitioning to a cloud-based Library Services Platform will provide many benefits to students, faculty, and staff that utilize the services of both libraries within the Rancho Santiago Community College District. Currently, Santiago Canyon College and Santa Ana College use different library services platforms, making the sharing of library inventory and library information and resources difficult within the District. Participation in this agreement will allow the Santiago Canyon College and Santa Ana College libraries to adopt the Library Services Platform that is utilized by all California State Universities (CSUs), providing a seamless experience to our students who transfer to the CSU system. In addition, early adoption of this agreement will result in implementation fees and the first year’s subscription costs to be waived.

RECOMMENDATION

It is recommended that the Board of Trustees approve the California Community Colleges Technology Center Institution Participation Agreement – Ex Libris Subscription Agreement.

Fiscal Impact:	None	Board Date: October 15, 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, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Amended Apprenticeship Cost Agreements and Hourly Rate Increase	
Action:	Request for Approval	

BACKGROUND

This is a request to modify the Cost Agreements originally approved at the May 14, 2018 ([click here](#)) RSCCD Board meeting between the Santiago Canyon College and seven Joint Apprenticeship Training Centers (JATC) listed below for contracts beginning July 1, 2018 through June 30, 2019.

1. California/Nevada Training Trust, Agreement SCC 18-0514A
2. JTS Services, Agreement SCC 18-0514B
3. Metropolitan Water District of Southern California, Agreement SCC 18-0514C
4. Operating Engineers Training Trust, Agreement SCC 18-0514D
5. Orange County Electrical Training Trust, Agreement SCC 18-0514E
6. Southern California Surveyors, SCC 18-0514F
7. Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee, Agreement SCC 18-0514G

ANALYSIS

This modification represents an adjustment in the apprenticeship budget amount received by Santiago Canyon College and a change in the amount not-to-exceed, based on the percentage of funding payable to Santiago Canyon College from the State Chancellor's Office for the seven programs below. It adjusts the reimbursable hourly rate for all previously approved contracts (listed above) from \$5.90 to \$6.26 as established by the State Chancellor's Office, and adjusts the projected hours that were initially based on 2017/2018 reported hours.

	Original Fiscal Impact to RSCCD- SCC	Amended Fiscal Impact to RSCCD- SCC	Original Not to Exceed	Amended Not to Exceed
Master Cost Agreements Board Approved May 14, 2018				
California/Nevada Training Trust	\$37,224	\$47,112	\$232,027	\$293,668
JTS Services	\$4,136	\$5,141	\$13,649	\$16,965
Metropolitan Water District of Southern California	\$16,544	\$18,695	\$54,595	\$61,695
Operating Engineers Training Trust JATC	\$57,903	\$72,912	\$360,931	\$454,487
Orange County Electrical Training Trust	\$57,903	\$64,500	\$360,931	\$402,049
Southern California Surveyors	\$16,544	\$25,519	\$103,123	\$159,070
Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship Training Committee	\$231,613	\$336,519	\$1,443,722	\$2,097,634
Total:	\$421,867	\$570,399	\$2,568,978	\$3,485,569

RECOMMENDATION

It is recommended that the Board approve the Amended Apprenticeship Cost Agreements and Hourly Rate Increase as indicated in the chart above for 2018-2019.

Fiscal Impact: Approximately, \$570,399 to RSCCD-SCC Board Date: October 15, 2018 RSCCD-SCC shall pay the above listed Apprenticeship Training Trusts an amount equal to the Amended Not To Exceed Total of \$3,485,569.00 of the \$3,739,098 allocation.
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education Elizabeth Arteaga, Associate Dean, Business & Career Education
Submitted by: John C. Hernandez, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

Rancho Santiago Comm Coll District

Board Meeting of 10/15/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66593	General Fund Unrestricted	0.00	54.99	-54.99	92*0507720	92*0507720
66594	General Fund Unrestricted	0.00	82.62	-82.62	92*0507756	92*0507756
66696	General Fund Unrestricted	23,159.43	0.00	23,159.43	92*0509215	92*0509246
66697	General Fund Unrestricted	37,242.44	0.00	37,242.44	92*0509250	92*0509271
66698	General Fund Unrestricted	11,734.80	0.00	11,734.80	92*0509273	92*0509301
66701	General Fund Unrestricted	23,961.21	0.00	23,961.21	92*0509313	92*0509329
66704	General Fund Unrestricted	212,618.51	0.00	212,618.51	92*0509333	92*0509360
66705	General Fund Unrestricted	11,973.65	0.00	11,973.65	92*0509361	92*0509388
66708	General Fund Unrestricted	30,155.62	0.00	30,155.62	92*0509403	92*0509422
66709	General Fund Unrestricted	38,799.95	0.00	38,799.95	92*0509425	92*0509457
66712	General Fund Unrestricted	6,812.32	0.00	6,812.32	92*0509472	92*0509475
66715	General Fund Unrestricted	82,062.49	0.00	82,062.49	92*0509488	92*0509544
66720	General Fund Unrestricted	31,720.68	0.00	31,720.68	92*0509571	92*0509609
66721	General Fund Unrestricted	31,992.90	0.00	31,992.90	92*0509611	92*0509655
66722	General Fund Unrestricted	270,582.70	0.00	270,582.70	92*0509656	92*0509674
66723	General Fund Unrestricted	1,315.40	0.00	1,315.40	92*0509677	92*0509698
66724	General Fund Unrestricted	6,523.50	0.00	6,523.50	92*0509699	92*0509719
66725	General Fund Unrestricted	3,169.45	0.00	3,169.45	92*0509720	92*0509760
66727	General Fund Unrestricted	98,651.05	0.00	98,651.05	92*0509764	92*0509794
66728	General Fund Unrestricted	175.55	0.00	175.55	92*0509795	92*0509804
66729	General Fund Unrestricted	11,286.60	0.00	11,286.60	92*0509805	92*0509886
66730	General Fund Unrestricted	206.70	0.00	206.70	92*0509887	92*0509898
66731	General Fund Unrestricted	9,203.05	0.00	9,203.05	92*0509899	92*0509956
66734	General Fund Unrestricted	2,750.57	0.00	2,750.57	92*0509962	92*0509982
66735	General Fund Unrestricted	20,481.88	0.00	20,481.88	92*0509983	92*0510013
66739	General Fund Unrestricted	77,428.90	0.00	77,428.90	92*0510023	92*0510056
66740	General Fund Unrestricted	229.79	0.00	229.79	92*0510059	92*0510059
66741	General Fund Unrestricted	204.00	0.00	204.00	92*0510061	92*0510067
66746	General Fund Unrestricted	13,853.11	0.00	13,853.11	92*0510080	92*0510117
66747	General Fund Unrestricted	16,997.24	0.00	16,997.24	92*0510132	92*0510147
Total Fund 11 General Fund Unrestricted		\$1,075,293.49	\$137.61	\$1,075,155.88		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66628	General Fund Restricted	0.00	1,391.59	-1,391.59	92*0508229	92*0508229
66652	General Fund Restricted	0.00	60.00	-60.00	92*0508577	92*0508577
66696	General Fund Restricted	255,999.20	0.00	255,999.20	92*0509214	92*0509244
66697	General Fund Restricted	78,006.85	0.00	78,006.85	92*0509247	92*0509272
66701	General Fund Restricted	16,672.48	0.00	16,672.48	92*0509314	92*0509323
66704	General Fund Restricted	1,244.23	0.00	1,244.23	92*0509335	92*0509355
66705	General Fund Restricted	7,350.90	0.00	7,350.90	92*0509362	92*0509384
66706	General Fund Restricted	1,391.59	0.00	1,391.59	92*0509389	92*0509389
66708	General Fund Restricted	22,923.65	0.00	22,923.65	92*0509402	92*0509424
66709	General Fund Restricted	48,397.26	0.00	48,397.26	92*0509428	92*0509459
66712	General Fund Restricted	37,236.53	0.00	37,236.53	92*0509467	92*0509481
66715	General Fund Restricted	953,070.42	0.00	953,070.42	92*0509489	92*0509543
66720	General Fund Restricted	90,078.53	0.00	90,078.53	92*0509568	92*0509607
66721	General Fund Restricted	74,022.39	0.00	74,022.39	92*0509610	92*0509654
66722	General Fund Restricted	8,007.39	0.00	8,007.39	92*0509662	92*0509676
66727	General Fund Restricted	34,581.11	0.00	34,581.11	92*0509768	92*0509793
66734	General Fund Restricted	52,736.78	0.00	52,736.78	92*0509963	92*0509981
66735	General Fund Restricted	59,281.65	0.00	59,281.65	92*0509987	92*0510011
66736	General Fund Restricted	1,950.00	0.00	1,950.00	92*0510014	92*0510015
66739	General Fund Restricted	16,131.65	0.00	16,131.65	92*0510024	92*0510054
66740	General Fund Restricted	3,833.19	0.00	3,833.19	92*0510057	92*0510060
66746	General Fund Restricted	5,464.41	0.00	5,464.41	92*0510082	92*0510108
66747	General Fund Restricted	4,433.14	0.00	4,433.14	92*0510119	92*0510148
Total Fund 12 General Fund Restricted		\$1,772,813.35	\$1,451.59	\$1,771,361.76		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66696	GF Unrestricted One-Time Func	19,284.85	0.00	19,284.85	92*0509232	92*0509245
66704	GF Unrestricted One-Time Func	46,693.93	0.00	46,693.93	92*0509346	92*0509357
66709	GF Unrestricted One-Time Func	3,550.22	0.00	3,550.22	92*0509450	92*0509451
66735	General Fund Unrestricted	11,647.04	0.00	11,647.04	92*0509989	92*0509994
66747	GF Unrestricted One-Time Func	1,576.27	0.00	1,576.27	92*0510118	92*0510118
Total Fund 13 GF Unrestricted One-Time		\$82,752.31	\$0.00	\$82,752.31		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66694	Child Development Fund	101.80	0.00	101.80	92*0509210	92*0509211
66695	Child Development Fund	825.60	0.00	825.60	92*0509212	92*0509213
66700	Child Development Fund	9,456.16	0.00	9,456.16	92*0509305	92*0509312
66702	Child Development Fund	8,500.00	0.00	8,500.00	92*0509330	92*0509330
66703	Child Development Fund	621.50	0.00	621.50	92*0509331	92*0509332
66707	Child Development Fund	1,109.89	0.00	1,109.89	92*0509390	92*0509401
66710	Child Development Fund	1,531.25	0.00	1,531.25	92*0509460	92*0509465
66713	Child Development Fund	1,061.88	0.00	1,061.88	92*0509482	92*0509484
66716	Child Development Fund	6,164.23	0.00	6,164.23	92*0509545	92*0509552
66726	Child Development Fund	538.58	0.00	538.58	92*0509761	92*0509763
66733	Child Development Fund	2,637.10	0.00	2,637.10	92*0509958	92*0509961
66737	Child Development Fund	1,821.02	0.00	1,821.02	92*0510016	92*0510020
66744	Child Development Fund	1,220.17	0.00	1,220.17	92*0510071	92*0510077
Total Fund 33 Child Development Fund		\$35,589.18	\$0.00	\$35,589.18		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66699	Capital Outlay Projects Fund	42,842.10	0.00	42,842.10	92*0509302	92*0509304
66714	Capital Outlay Projects Fund	16,480.20	0.00	16,480.20	92*0509485	92*0509487
66717	Capital Outlay Projects Fund	231,252.67	0.00	231,252.67	92*0509553	92*0509564
66743	Capital Outlay Projects Fund	1,195.80	0.00	1,195.80	92*0510070	92*0510070
Total Fund 41 Capital Outlay Projects Fun		\$291,770.77	\$0.00	\$291,770.77		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66711	Bond Fund, Measure Q	760,090.37	0.00	760,090.37	92*0509466	92*0509466
66718	Bond Fund, Measure Q	93,787.52	0.00	93,787.52	92*0509565	92*0509566
Total Fund 43 Bond Fund, Measure Q		<u><u>\$853,877.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$853,877.89</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66719	Property and Liability Fund	224.21	0.00	224.21	92*0509567	92*0509567
66732	Property and Liability Fund	242.40	0.00	242.40	92*0509957	92*0509957
66738	Property and Liability Fund	5,799.65	0.00	5,799.65	92*0510021	92*0510022
66742	Property and Liability Fund	3,219.11	0.00	3,219.11	92*0510068	92*0510069
Total Fund 61 Property and Liability Fund		\$9,485.37	\$0.00	\$9,485.37		

Checks Written for Period 09/12/18 Thru 10/02/18

66745	Workers' Compensation Fund	42,483.34	0.00	42,483.34	92*0510078	92*0510079
Total Fund 62 Workers' Compensation Fu		<u><u>\$42,483.34</u></u>	<u><u>\$0.00</u></u>	<u><u>\$42,483.34</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,075,155.88
Total Fund 12 General Fund Restricted	1,771,361.76
Total Fund 13 GF Unrestricted One-Time Fund	82,752.31
Total Fund 33 Child Development Fund	35,589.18
Total Fund 41 Capital Outlay Projects Fund	291,770.77
Total Fund 43 Bond Fund, Measure Q	853,877.89
Total Fund 61 Property and Liability Fund	9,485.37
Total Fund 62 Workers' Compensation Fund	42,483.34
Grand Total:	<u><u>\$4,162,476.50</u></u>

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1809315	SAC Diversified Agency Fund	2,931.28	0.00	2,931.28	1A*0001235	1A*0001245
1A1809422	SAC Diversified Agency Fund	5,592.44	0.00	5,592.44	1A*0001246	1A*0001254
1A1809529	SAC Diversified Agency Fund	710.78	0.00	710.78	1A*0001255	1A*0001256
1A1810102	SAC Diversified Agency Fund	42,785.03	257.06	42,527.97	1A*0001257	1A*0001277
Total 1A SAC Diversified Agency Fund		\$52,019.53	\$257.06	\$51,762.47		

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B1809315	SAC Bookstore Fund	287,740.97	158,501.10	129,239.87	1B*0001257	1B*0001277
1B1809422	SAC Bookstore Fund	927,801.47	580,820.16	346,981.31	1B*0001278	1B*0001295
1B1809529	SAC Bookstore Fund	159,450.33	11,271.54	148,178.79	1B*0001296	1B*0001318
1B1810102	SAC Bookstore Fund	120,732.67	0.00	120,732.67	1B*0001319	1B*0001341
Total 1B SAC Bookstore Fund		<u>\$1,495,725.44</u>	<u>\$750,592.80</u>	<u>\$745,132.64</u>		

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C1809315	SAC Community Education Fund	1,523.30	1,421.30	102.00	1C*0001058	1C*0001059
1C1809422	SAC Community Education Fund	2,180.65	0.00	2,180.65	1C*0001060	1C*0001061
1C1809529	SAC Community Education Fund	18,964.73	0.00	18,964.73	1C*0001062	1C*0001072
Total 1C SAC Community Education Fund		\$22,668.68	\$1,421.30	\$21,247.38		

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1R1809529	SAC Representation Fee Fund	200.00	0.00	200.00	1R*0001009	1R*0001009
Total 1R SAC Representation Fee Fund		<u><u>\$200.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$200.00</u></u>		

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1809315	SAC Associated Students Fund	6,492.16	0.00	6,492.16	1S*0001133	1S*0001143
1S1809422	SAC Associated Students Fund	4,843.89	0.00	4,843.89	1S*0001144	1S*0001146
1S1809529	SAC Associated Students Fund	32,757.56	0.00	32,757.56	1S*0001147	1S*0001151
1S1810102	SAC Associated Students Fund	1,878.76	0.00	1,878.76	1S*0001152	1S*0001152
Total 1S SAC Associated Students Fund		\$45,972.37	\$0.00	\$45,972.37		

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T1809315	SAC Diversified Trust Fund	926.56	0.00	926.56	1T*0001193	1T*0001197
1T1809422	SAC Diversified Trust Fund	9,209.09	0.00	9,209.09	1T*0001198	1T*0001202
1T1810102	SAC Diversified Trust Fund	1,400.00	0.00	1,400.00	1T*0001203	1T*0001204
Total 1T SAC Diversified Trust Fund		<u><u>\$11,535.65</u></u>	<u><u>\$0.00</u></u>	<u><u>\$11,535.65</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	51,762.47
Total Fund 1B SAC Bookstore Fund	745,132.64
Total Fund 1C SAC Community Education Fu	21,247.38
Total Fund 1R SAC Representation Fee Func	200.00
Total Fund 1S SAC Associated Students Fun	45,972.37
Total Fund 1T SAC Diversified Trust Fund	11,535.65
Grand Total:	<u><u>\$875,850.51</u></u>

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A1809315	SCC Diversified Agency Fund	1,158.66	0.00	1,158.66	2A*0001127	2A*0001133
2A1809422	SCC Diversified Agency Fund	11,047.41	0.00	11,047.41	2A*0001134	2A*0001136
2A1809529	SCC Diversified Agency Fund	12,581.41	0.00	12,581.41	2A*0001137	2A*0001141
Total 2A SCC Diversified Agency Fund		<u><u>\$24,787.48</u></u>	<u><u>\$0.00</u></u>	<u><u>\$24,787.48</u></u>		

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2B1809529	SCC Bookstore Fund	28,787.39	0.00	28,787.39	2B*0001212	2B*0001226
Total 2B SCC Bookstore Fund		<u>28,787.39</u>	<u>0.00</u>	<u>28,787.39</u>		

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1809315	SCC Community Education Fund	4,269.30	0.00	4,269.30	2C*0001059	2C*0001060
2C1809529	SCC Community Education Fund	16,374.29	0.00	16,374.29	2C*0001061	2C*0001069
Total 2C SCC Community Education Fund		<u>\$20,643.59</u>	<u>\$0.00</u>	<u>\$20,643.59</u>		

Checks Written for Period 09/12/18 Thru 10/02/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1809315	SCC Associated Students Fund	800.00	0.00	800.00	2S*0001068	2S*0001068
2S1809529	SCC Associated Students Fund	18,462.88	13,847.16	4,615.72	2S*0001069	2S*0001124
2S1810102	SCC Associated Students Fund	75.00	0.00	75.00	2S*0001125	2S*0001125
Total 2S SCC Associated Students Fund		<u>\$19,337.88</u>	<u>\$13,847.16</u>	<u>\$5,490.72</u>		

Checks Written for Period 09/12/18 Thru 10/02/18

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T1809315	SCC Diversified Trust Fund	5,790.49	0.00	5,790.49	2T*0001068	2T*0001081
2T1809529	SCC Diversified Trust Fund	1,900.92	950.46	950.46	2T*0001082	2T*0001087
Total 2T SCC Diversified Trust Fund		<u><u>\$7,691.41</u></u>	<u><u>\$950.46</u></u>	<u><u>\$6,740.95</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	24,787.48
Total Fund 2B SCC Bookstore Fund	28,787.39
Total Fund 2C SCC Community Education Fu	20,643.59
Total Fund 2S SCC Associated Students Fun	5,490.72
Total Fund 2T SCC Diversified Trust Fund	6,740.95
Grand Total:	<u><u>\$86,450.13</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/13/2018 To 10/02/2018
Board Meeting on 10/15/2018

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.

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
2000 CLASSIFIED SALARIES	6,674	
3000 EMPLOYEE BENEFITS		1,054
4000 SUPPLIES & MATERIALS	4,500	
5000 OTHER OPERATING EXP & SERVICES		88,620
6000 CAPITAL OUTLAY	78,500	
Total Transfer Fund 11	\$89,674	\$89,674
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES	11,938	
2000 CLASSIFIED SALARIES		156,401
3000 EMPLOYEE BENEFITS	9,462	
4000 SUPPLIES & MATERIALS		17,115
5000 OTHER OPERATING EXP & SERVICES	172,754	
6000 CAPITAL OUTLAY		40,006
7000 OTHER OUTGO	11,543	
7900 RESERVE FOR CONTINGENCIES	7,825	
Total Transfer Fund 12	\$213,522	\$213,522
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
2000 CLASSIFIED SALARIES		720
3000 EMPLOYEE BENEFITS		64
4000 SUPPLIES & MATERIALS		101,397
5000 OTHER OPERATING EXP & SERVICES		579,014
6000 CAPITAL OUTLAY		1,560
7900 RESERVE FOR CONTINGENCIES	682,755	
Total Transfer Fund 13	\$682,755	\$682,755
<u>Fund 33: Child Development Fund</u>		
1000 ACADEMIC SALARIES		4,300
2000 CLASSIFIED SALARIES	5,346	
3000 EMPLOYEE BENEFITS		1,185
4000 SUPPLIES & MATERIALS		815
5000 OTHER OPERATING EXP & SERVICES	954	
Total Transfer Fund 33	\$6,300	\$6,300
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		63,500
7900 RESERVE FOR CONTINGENCIES	63,500	
Total Transfer Fund 41	\$63,500	\$63,500
<u>Fund 43: Bond Fund, Measure Q</u>		
6000 CAPITAL OUTLAY		474,276
7900 RESERVE FOR CONTINGENCIES	474,276	
Total Transfer Fund 43	\$474,276	\$474,276

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/13/2018 To 10/02/2018
Board Meeting on 10/15/2018**

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.

BUDGET INCREASES AND DECREASES

		Revenue		Appropriation
<u>Fund 12: General Fund Restricted</u>				
8100	FEDERAL REVENUES	1,072,557		
8600	STATE REVENUES	5,222,433		
8800	LOCAL REVENUES	125,000		
1000	ACADEMIC SALARIES			1,133,312
2000	CLASSIFIED SALARIES			872,768
3000	EMPLOYEE BENEFITS			935,141
4000	SUPPLIES & MATERIALS			180,709
5000	OTHER OPERATING EXP & SERVICES			2,290,470
6000	CAPITAL OUTLAY			360,806
7000	OTHER OUTGO			646,784
Total Transfer Fund 12		\$6,419,990		\$6,419,990
<u>Fund 33: Child Development Fund</u>				
8100	FEDERAL REVENUES	249,000		
8600	STATE REVENUES	44,625		
2000	CLASSIFIED SALARIES			1,900
3000	EMPLOYEE BENEFITS			600
4000	SUPPLIES & MATERIALS			5,500
5000	OTHER OPERATING EXP & SERVICES			41,125
6000	CAPITAL OUTLAY			244,500
Total Transfer Fund 33		\$293,625		\$293,625
<u>Fund 74: Student Financial Aid Fund</u>				
8100	FEDERAL REVENUES	22,000		
8600	STATE REVENUES	1,829,108		
7000	OTHER OUTGO			1,851,108
Total Transfer Fund 74		\$1,851,108		\$1,851,108

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 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

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.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B024200	09/13/18		
5000	OTHER OPERATING EXP & SERVICES		80,000
6000	CAPITAL OUTLAY	80,000	
		<hr/>	<hr/>
Total Reference B024200		\$80,000	\$80,000
Reason:	Adjustment		
Description:	Cisco licenses&future purch's		
<u>Fund 12: General Fund Restricted</u>			
B024203	09/14/18		
2000	CLASSIFIED SALARIES		7,200
3000	EMPLOYEE BENEFITS		625
7900	RESERVE FOR CONTINGENCIES	7,825	
		<hr/>	<hr/>
Total Reference B024203		\$7,825	\$7,825
Reason:	Special Project Adjustment		
Description:	Pay for Student Health Educator, Rebecca Ruiz		
B024205	09/14/18		
2000	CLASSIFIED SALARIES		16,307
3000	EMPLOYEE BENEFITS		12,236
5000	OTHER OPERATING EXP & SERVICES	28,543	
		<hr/>	<hr/>
Total Reference B024205		\$28,543	\$28,543
Reason:	Special Project Adjustment		
Description:	New A&R SpclsII psn:18/19 curr yr Equity		
B024259	09/20/18		
2000	CLASSIFIED SALARIES		134,858
3000	EMPLOYEE BENEFITS	30,286	
5000	OTHER OPERATING EXP & SERVICES	104,572	
		<hr/>	<hr/>
Total Reference B024259		\$134,858	\$134,858
Reason:	Special Project Adjustment		
Description:	Rev C/Ovr bgt 2185 LAORC		
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B024247	09/18/18		
4000	SUPPLIES & MATERIALS		101,400
5000	OTHER OPERATING EXP & SERVICES		383,350
7900	RESERVE FOR CONTINGENCIES	484,750	
		<hr/>	<hr/>
Total Reference B024247		\$484,750	\$484,750
Reason:	Adjustment		
Description:	Alloc fnd 13 one-time exp's		
B024248	09/18/18		
4000	SUPPLIES & MATERIALS	3	
5000	OTHER OPERATING EXP & SERVICES		195,664
6000	CAPITAL OUTLAY		1,560
7900	RESERVE FOR CONTINGENCIES	197,221	
		<hr/>	<hr/>
Total Reference B024248		\$197,224	\$197,224
Reason:	Adjustment		
Description:	OneTime fndg to diff dvsns:40% AA, 20% SCE, 20% SS, 20% AS		

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET TRANSFERS		From	To
B024310	09/27/18		
2000	CLASSIFIED SALARIES		720
3000	EMPLOYEE BENEFITS		64
7900	RESERVE FOR CONTINGENCIES	784	
Total Reference B024310		\$784	\$784
Reason:	Adjustment		
Description:	S-T faciity S& Benfit exp's		

Fund 41: Capital Outlay Projects Fund

B024261	09/20/18		
6000	CAPITAL OUTLAY		23,000
7900	RESERVE FOR CONTINGENCIES	23,000	
Total Reference B024261		\$23,000	\$23,000

Reason: Special Project Adjustment
Description: FMR 17-287 Frm#3 PhilipsHall lighting -corrective measures

B024301	09/26/18		
6000	CAPITAL OUTLAY		40,500
7900	RESERVE FOR CONTINGENCIES	40,500	
Total Reference B024301		\$40,500	\$40,500

Reason: Special Project Adjustment
Description: FMR18-344 Form#3

Fund 43: Bond Fund, Measure Q

B024257	09/20/18		
6000	CAPITAL OUTLAY		474,276
7900	RESERVE FOR CONTINGENCIES	474,276	
Total Reference B024257		\$474,276	\$474,276

Reason: Special Project Adjustment
Description: Allocate interest/interest expense to SP 3035

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

B024201	09/13/18		
8600	STATE REVENUES	50,000	
4000	SUPPLIES & MATERIALS		5,608
5000	OTHER OPERATING EXP & SERVICES		44,692
6000	CAPITAL OUTLAY		(300)
Total Reference B024201		\$50,000	\$50,000

Reason: New Budget
Description: Advnc Allocatn: EEO pj2330

B024234	09/18/18		
8600	STATE REVENUES	1,100,000	
5000	OTHER OPERATING EXP & SERVICES		1,100,000
Total Reference B024234		\$1,100,000	\$1,100,000

Reason: New Budget
Description: FY18-19 CA Apprentcshp Initiative-Fiscal Agent

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024251	09/20/18		
8100	FEDERAL REVENUES	(27,250)	
1000	ACADEMIC SALARIES		(4,941)
2000	CLASSIFIED SALARIES		(9,500)
3000	EMPLOYEE BENEFITS		(2,559)
4000	SUPPLIES & MATERIALS		(5,250)
5000	OTHER OPERATING EXP & SERVICES		(5,000)
Total Reference B024251		\$(27,250)	\$(27,250)
Reason:	Delete Budget		
Description:	PJ1851 AmSignLng:no fnds 18/19		
B024260	09/20/18		
8600	STATE REVENUES	1,666,043	
1000	ACADEMIC SALARIES		475,949
2000	CLASSIFIED SALARIES		235,337
3000	EMPLOYEE BENEFITS		378,478
4000	SUPPLIES & MATERIALS		21,000
5000	OTHER OPERATING EXP & SERVICES		368,779
6000	CAPITAL OUTLAY		186,500
Total Reference B024260		\$1,666,043	\$1,666,043
Reason:	New Budget		
Description:	18/19 Adlt Ed Pgm SCC non-cr		
B024269	09/21/18		
8600	STATE REVENUES	156,015	
2000	CLASSIFIED SALARIES		91,856
3000	EMPLOYEE BENEFITS		53,159
5000	OTHER OPERATING EXP & SERVICES		11,000
Total Reference B024269		\$156,015	\$156,015
Reason:	New Budget		
Description:	FY18/19AdultEdPg(Dist-Rsc CTI)		
B024271	09/21/18		
8600	STATE REVENUES	1,199,882	
1000	ACADEMIC SALARIES		492,913
3000	EMPLOYEE BENEFITS		222,664
4000	SUPPLIES & MATERIALS		149,185
5000	OTHER OPERATING EXP & SERVICES		281,880
6000	CAPITAL OUTLAY		53,240
Total Reference B024271		\$1,199,882	\$1,199,882
Reason:	New Budget		
Description:	FY18/19 AdultEdPg(SAC non-cr)		
B024289	09/25/18		
8100	FEDERAL REVENUES	299,755	
1000	ACADEMIC SALARIES		61,832
2000	CLASSIFIED SALARIES		121,408
3000	EMPLOYEE BENEFITS		88,444
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		26,071
Total Reference B024289		\$299,755	\$299,755
Reason:	New Budget		
Description:	SP #1632 Regular Student Support Services SAC Yr 3		

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024291	09/25/18		
8100	FEDERAL REVENUES	398,018	
1000	ACADEMIC SALARIES		4,006
2000	CLASSIFIED SALARIES		252,996
3000	EMPLOYEE BENEFITS		79,916
4000	SUPPLIES & MATERIALS		3,083
5000	OTHER OPERATING EXP & SERVICES		57,037
7000	OTHER OUTGO		980
Total Reference B024291		\$398,018	\$398,018
Reason:	New Budget		
Description:	SP #1695 - SAC Talent Search Year 1		
B024292	09/25/18		
8100	FEDERAL REVENUES	321,010	
1000	ACADEMIC SALARIES		78,109
2000	CLASSIFIED SALARIES		88,413
3000	EMPLOYEE BENEFITS		51,845
4000	SUPPLIES & MATERIALS		3,800
5000	OTHER OPERATING EXP & SERVICES		88,894
7000	OTHER OUTGO		9,949
Total Reference B024292		\$321,010	\$321,010
Reason:	New Budget		
Description:	SP #1706 - SAC Regular Upward Bound Year 2		
B024307	09/26/18		
8600	STATE REVENUES	220,146	
5000	OTHER OPERATING EXP & SERVICES		147,498
6000	CAPITAL OUTLAY		72,648
Total Reference B024307		\$220,146	\$220,146
Reason:	New Budget		
Description:	New budget		
B024308	09/26/18		
8600	STATE REVENUES	144,851	
5000	OTHER OPERATING EXP & SERVICES		97,050
6000	CAPITAL OUTLAY		47,801
Total Reference B024308		\$144,851	\$144,851
Reason:	New Budget		
Description:	NEW BUDGET		
B024311	09/27/18		
8800	LOCAL REVENUES	125,000	
1000	ACADEMIC SALARIES		27,465
2000	CLASSIFIED SALARIES		48,400
3000	EMPLOYEE BENEFITS		19,135
4000	SUPPLIES & MATERIALS		15,000
5000	OTHER OPERATING EXP & SERVICES		15,000
Total Reference B024311		\$125,000	\$125,000
Reason:	New Budget		
Description:	CAMPUS CATALYST FND PJ3241		

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024313	09/27/18		
8600	STATE REVENUES	585,127	
5000	OTHER OPERATING EXP & SERVICES		5,127
7000	OTHER OUTGO		580,000
	Total Reference B024313	\$585,127	\$585,127
Reason:	New Budget		
Description:	CCPG (SCC) PJ2162		
B024314	09/27/18		
8600	STATE REVENUES	25,428	
1000	ACADEMIC SALARIES		(20,681)
2000	CLASSIFIED SALARIES		12,367
3000	EMPLOYEE BENEFITS		10,027
4000	SUPPLIES & MATERIALS		(9,927)
5000	OTHER OPERATING EXP & SERVICES		542
6000	CAPITAL OUTLAY		(1,849)
7000	OTHER OUTGO		34,949
	Total Reference B024314	\$25,428	\$25,428
Reason:	Special Project Adjustment		
Description:	New budget SP2250-SCC EOPS		
B024315	09/27/18		
8100	FEDERAL REVENUES	82,800	
5000	OTHER OPERATING EXP & SERVICES		82,800
	Total Reference B024315	\$82,800	\$82,800
Reason:	Special Project Adjustment		
Description:	18/19 FiscalAgent RegCnsrtia augmntn		
B024326	10/01/18		
8600	STATE REVENUES	84,855	
1000	ACADEMIC SALARIES		30,191
2000	CLASSIFIED SALARIES		30,842
3000	EMPLOYEE BENEFITS		13,183
4000	SUPPLIES & MATERIALS		407
5000	OTHER OPERATING EXP & SERVICES		(7,235)
7000	OTHER OUTGO		17,467
	Total Reference B024326	\$84,855	\$84,855
Reason:	Reason Code 'SPAJ NEWB SP2250 SACS EOPS' not found		
Description:	SPAJ NEWB SP2250 SACS EOPS		
B024332	10/01/18		
8600	STATE REVENUES	611	
1000	ACADEMIC SALARIES		(27,847)
2000	CLASSIFIED SALARIES		16,200
3000	EMPLOYEE BENEFITS		10,594
4000	SUPPLIES & MATERIALS		(1,668)
5000	OTHER OPERATING EXP & SERVICES		3,332
	Total Reference B024332	\$611	\$611
Reason:	New Budget		
Description:	18/19 NEWB CALWKS-SCC		

Fund 33: Child Development Fund

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B024212	09/14/18		
8100	FEDERAL REVENUES	249,000	
4000	SUPPLIES & MATERIALS		4,500
6000	CAPITAL OUTLAY		244,500
	Total Reference B024212	\$249,000	\$249,000
Reason:	Special Project Adjustment		
Description:	EHS Op's augmntn amnd#3:spt pgm impvrmts/renvtns.		
B024267	09/21/18		
8600	STATE REVENUES	44,625	
2000	CLASSIFIED SALARIES		1,900
3000	EMPLOYEE BENEFITS		600
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		41,125
	Total Reference B024267	\$44,625	\$44,625
Reason:	New Budget		
Description:	FY1819 AdEdPgm (Dist/CDS)		
B024268	09/21/18		
8600	STATE REVENUES	44,625	
2000	CLASSIFIED SALARIES		1,900
3000	EMPLOYEE BENEFITS		600
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		41,125
	Total Reference B024268	\$44,625	\$44,625
Reason:	New Budget		
Description:	18/19 Adult Ed (Dist/Rsch/CTi)		
B024294	09/26/18		
8600	STATE REVENUES	(44,625)	
2000	CLASSIFIED SALARIES		(1,900)
3000	EMPLOYEE BENEFITS		(600)
4000	SUPPLIES & MATERIALS		(1,000)
5000	OTHER OPERATING EXP & SERVICES		(41,125)
	Total Reference B024294	\$(44,625)	\$(44,625)
Reason:	Adjustment		
Description:	Rev duplc B24267		
<u>Fund 74: Student Financial Aid Fund</u>			
B024303	09/26/18		
8600	STATE REVENUES	(613,038)	
7000	OTHER OUTGO		(613,038)
	Total Reference B024303	\$(613,038)	\$(613,038)
Reason:	Special Project Adjustment		
Description:	Zero out pj2108		
B024304	09/26/18		
8600	STATE REVENUES	538,158	
7000	OTHER OUTGO		538,158
	Total Reference B024304	\$538,158	\$538,158
Reason:	New Budget		
Description:	New Budget		

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

From 09/13/2018 To 10/02/2018

Board Meeting on 10/15/2018

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
B024306	09/26/18		
8600	STATE REVENUES	1,289,200	
7000	OTHER OUTGO		1,289,200
Total Reference B024306		\$1,289,200	\$1,289,200
Reason:	New Budget		
Description:	New Budget		
B024309	09/26/18		
8600	STATE REVENUES	613,038	
7000	OTHER OUTGO		613,038
Total Reference B024309		\$613,038	\$613,038
Reason:	New Budget		
Description:	New budget		

RECOMMENDATION

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

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

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Amendment to Agreement with HL Construction Management - On-Call Cost Estimating Consulting Services for Various Projects District-Wide	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for on-call cost estimating services for various facility improvement projects throughout the District. On July 16, 2018 the Board of Trustees approved an agreement with HL Construction Management for on-call cost estimating consulting services for various projects district-wide. This amendment is needed to assist the District with continued cost estimating services associated with the Districtwide ADA Transition Plan Update and Self Evaluation that is currently in progress with anticipation of completion of a report by the Working Group in January 2019. The cost estimating services includes working with the District on evaluating the probable costs of construction for various types of facility barrier removal and accessibility improvement projects. The barrier removal projects will range in size, scope and budgets and the objective of the ADA Transition Plan Update is to include a rough order of magnitude of costs for planning purposes. The District has been working with HL Construction Management on this effort and needs an independent third party cost estimate from a qualified consultant with experience in the area of estimating modernization, renovation and other minor-major improvement projects.

The consultant has been called upon at various times when needed to provide advice and review scopes of work to render opinions on costs and/or cost impacts. This will assist the District in order to properly evaluate the probable construction costs associated with the Districtwide barrier removal improvement projects that are anticipated to occur over the next 10 years. The District has had a significant increase in a variety of projects, campus requests, and requests from other departments which requires District staff to evaluate, investigate and estimate scope of work prior to proceeding with projects. In order to streamline the cost estimating process, the District has previously utilized cost-estimating firms on an on-call basis and is in need of having additional firms who are able to respond in a timely fashion. To see the original agreement, please [click here](#).

ANALYSIS:

The amendment is to increase the contract by \$82,500. The revised total contract amount is \$132,500. The District has reviewed the fee and it is reasonable and within industry standards.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with HL Construction Management - On-Call Cost Estimating Consulting Services for Various Projects District-Wide as presented.

Fiscal Impact:	\$82,500	Board Date: October 15, 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: 10/15/2018

Project: On-Call Cost Estimator

Site: **District-Wide**

Consultants: **HL Construction Management**

Type of Service: Cost Estimating Consulting Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$50,000.00		7/17/2018	12/30/2021
Amendment #1	\$82,500.00			12/30/2021
Total Agreement Amount	\$132,500.00			

AGREEMENT No: 0295.00/DESCRIPTION:

Amendment #1 for additional cost estimating services.

This agreement #0295.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$82,500.00**

Contract End Date: **12/30/2021**

FIRST AMENDMENT TO COST ESTIMATING SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 16th day of **October** in the year 2018, between **HL CONSTRUCTION MANAGEMENT**, 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. 0295.00** entered into on July 17, 2018, and amended **OCTOBER 16, 2018**, to provide **DISTRICT-WIDE ON-CALL COST ESTIMATING SERVICES FOR VARIOUS PROJECTS**. Please amend the AGREEMENT to include the following:
 - 1. By increasing the AGREEMENT amount by **EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS/100 (\$82,500)** from **FIFTY THOUSAND DOLLARS AND NO CENTS/100 (\$50,000)**, for the total AGREEMENT amount of **ONE HUNDRED THIRTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS/00 (\$132,500)**.
- B. Except as amended herein, the terms and conditions of **AGREEMENT No. 0295.00**, effective **July 17, 2018**, shall remain in full force and effect.

HL CONSTRUCTION MANAGEMENT

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

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

To:	Board of Trustees	Date:	October 15, 2018
Re:	Approval of Agreement with Criterion – Medical Equipment Consulting Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for medical equipment consulting services for the Russell Hall Replacement (Health Sciences Building). The District is in need of a consultant specializing in medical equipment services to assist the District in proper selection of medical equipment for each laboratory to ensure programmatic needs are adequately addressed. The new building houses labs for Nursing, Medical Assistant, Emergency Medical Technician, Pharmacy Technology, and Occupational Therapy. Due to the complexity of each lab’s medical equipment requirements, the scope for medical equipment has been separated from other furniture and equipment throughout the building to ensure the consultant is specialized and experienced in medical equipment. The separate furniture and non-medical equipment agreement was approved by the Board of Trustees on September 10, 2018. Criterion will focus on the medical equipment required in all laboratories and storage rooms throughout the building and meet with faculty and staff to identify the appropriate equipment needed.

The project is currently in the construction document phase. Criterion’s scope of work includes three phases: 1) product bidding and procurement; 2) product delivery and installation coordination and oversight; and 3) project closeout with the California Community Colleges Chancellor’s Office due to the project receiving State funding. All space planning and confirmation of the users’ requirements in each laboratory has been captured under the Architect’s scope of work, with Criterion serving as the medical equipment planner. The scope of work for this agreement is not included in the architect’s agreement for the following reasons: 1) this is not typical scope for the architect to be involved with; and 2) the District would pay a higher premium if the architect was involved and required to oversee this scope. Therefore, the District is recommending to contract for medical equipment consulting services under separate agreement.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #1819-219 was advertised on August 1, 2018 with a response deadline of August 17, 2018. The District received responses from Criterion (Capistrano Beach) and PAL id Studio, Inc. (Fullerton). A screening panel

convened on August 21, 2018 to review the proposals and interviewed both firms on August 22, 2018. After a thorough review, the panel recommends Criterion by consensus based upon a thorough review and the culmination of their RFP response, responsiveness, qualifications, interviews, experience, team members, project approach, fee, schedule, knowledge and ability to meet the anticipated schedule.

The services covered by this agreement shall commence October 16, 2018 and end June 30, 2022. The contract is a not-to-exceed fee of \$145,150. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Criterion – Medical Equipment Consulting Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$145,150	Board Date: October 15, 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: 10/15/18

Project: Russell Hall Replacement (Health Sciences Building) Site: **Santa Ana College**

Consultants: **Criterion**

Type of Service: Medical Equipment Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$145,150.00		10/16/2018	6/30/2022
Total Agreement Amount	\$145,150.00			

AGREEMENT NO: 0305.00/ DESCRIPTION:

This agreement #0305.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$145,150.00**

Contract End Date: **6/30/2022**

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

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Agreement with LSA Associates, Inc. – Traffic Engineering and Management Consulting Services for Campus Entrance Improvements at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for traffic engineering and management consulting services for the campus entrance improvement project at Santa Ana College following the demolition of Russell Hall upon the completion of the new Health Sciences building. In accordance with the 2014 Facilities Master Plan, the project will provide a new entry plaza with a vehicular looped driveway, passenger loading zone to serve students and visitors including OCTA Access bus users, and hardscape and softscape improvements that compliments the existing Central Mall. The District requires professional traffic engineering and traffic management services to provide improvement recommendations as part of the design for the architectural and engineering project team. Additionally, as part of the second phase of planning, the District will require a traffic management plan during the course of the construction phase. It is the District's goal to redesign the entrance and drop-off at the main entrance, including making potential maintenance site improvements for adjacent parking lots 1, 2 and 3. These site improvements will benefit students, visitors, faculty, staff, K-12 student visitors to the Tessmann Planetarium (Building M), as well as bus service (drop-off and pick-up) for Disabled Students Program & Services Department (DSPS) students. It is the District's objective that this new front entry design to be safe, efficient, welcoming and cost effective for future maintenance purposes. This is one of the professional consultant services that are necessary to start the planning and design for the project. The target start of construction is estimated to begin in Summer/Fall 2022 following the completion of the demolition of Russell Hall once the state funded new Health Science Building is open for the start of the semester in Fall 2022.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #1718-215 was advertised on May 24, 2018 with a response deadline of July 11, 2018. The District received one response from LSA Associates, Inc. (Irvine). A screening panel convened on July 13, 2018 and July 24, 2018 to review the proposals. After a thorough review, the panel recommends LSA Associates, Inc. by consensus based upon a thorough review and the culmination of their RFP response, and

responsiveness, qualifications, experience, team members, project approach, fee, schedule, knowledge and ability to meet the anticipated schedule.

The services covered by this agreement shall commence October 16, 2018 and end December 31, 2022. The contract is a total not-to-exceed fee of \$16,665. 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 LSA Associates, Inc. - Traffic Engineering and Management Consulting Services for Campus Entrance Improvements at Santa Ana College as presented.

Fiscal Impact:	\$16,665	Board Date: October 15, 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: 10/15/18

Project: Campus Entrance Improvements

Site: **Santa Ana College**

Consultants: **LSA Associates, Inc.**

Type of Service: Traffic Engineering and Management Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$16,665.00		10/16/2018		12/31/2022
Total Agreement Amount	\$16,665.00				

AGREEMENT NO: 0303.00/ DESCRIPTION:

This agreement #0303.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$16,665.00**

Contract End Date: **12/31/2022**

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

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Agreement with Steinberg Hart - Architectural and Engineering Services for Space Planning and the Academic Support Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On behalf of the Santa Ana College, this is a new agreement for architectural and engineering services to address a campus facility modification request to evaluate the reconfiguration of spaces in certain building locations such as Building S and the Library, and for the consolidation of program services for a newly located Academic Support Center on campus. The College is in need of professional consulting services to work with user groups, assess various spaces in buildings, undertake space planning utilization exercises, review program needs with user groups, and identify potential areas within existing buildings that can be reconfigured to achieve the objective of creating a consolidated Academic Support Center and create efficient work spaces and student service spaces. The College has expressed a desire to further evaluate spaces across buildings on campus to create a more efficient use of space, and their need to retain the advice and services of a professional to assist them in this planning activity. The scope of work includes programming, development of conceptual design options, cost estimates, space planning for any displaced programs, and development of a scope of work for any potential facility improvements that the College would need to undertake in association with this request.

ANALYSIS:

A Request for Proposal (RFP) #1718-217 for architectural and engineering services was solicited on July 18, 2018 to six prequalified architects with a due date of August 9, 2018. The District received four proposals including Architecture 9 PLLLP (Rancho Cucamonga); PBWS Architects, LLP (Pasadena); Steinberg Hart (Los Angeles); and SVA Architects, Inc. (Santa Ana). A screening panel convened on August 15, 2018 to review the proposals and interviewed SVA Architects, Inc. on August 24, 2018 and Steinberg Hart on September 11, 2018. The selection panel recommends Steinberg Hart 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 Steinberg Hart for architectural and engineering services for Space Planning and the Academic Support Center project at Santa Ana College.

The services covered by this agreement shall commence October 16, 2018 and end June 30, 2019. The contract is a total not-to-exceed fee of \$36,750. 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 Steinberg Hart - Architectural and Engineering Services for Space Planning and the Academic Support Center at Santa Ana College as presented.

Fiscal Impact:	\$36,750	Board Date: October 15, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
	Bart Hoffman, Interim Vice President of Administrative Services at Santa Ana College	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 10/15/18

Project: Space Planning and the Academic Support Center

Site: **Santa Ana College**

Consultants: **Steinberg Hart**

Type of Service: Architectural and Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$36,750.00		10/16/2018		6/30/2019
Total Agreement Amount	\$36,750.00				

AGREEMENT NO: 0308.00/ DESCRIPTION:

This agreement #0308.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$36,750.00**

Contract End Date: **6/30/2019**

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

To:	Board of Trustees	Date:	October 15, 2018
Re:	Reject all Bids for Bid #1352 – Installation of Two Holly Oak Trees Northeast Corner at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On behalf of the Santa Ana College, at the northeast corner near the Bristol Street and 17th Street entrance, there are two existing circular tree planters that the District was looking to replant with new Holly Oak trees. The project plans and specifications were developed and bid this summer. Due to low bidder interest and that the one bid received was significantly higher than the targeted project budget, the District is recommending rejecting all bids and reevaluating the scope of work and budget.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1352 for the installation of two Holly Oak trees at Santa Ana College was advertised and a Notice of Inviting Bids was sent to eleven contractors from the District's qualified contractors list on August 29, 2018.

A mandatory job walk was conducted on September 14, 2018 and there were two (2) attendees. Bids were opened on September 24, 2018, as noted on the attached bid summary. The District received one (1) bid for the project in the amount of \$59,582. The District recommends rejecting the bid, due to the bid exceeding the target budget range for the installation of two trees. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, the Vice Chancellor of Business Operation/Fiscal Services has rejected all bids under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1352 – Installation of Two Holly Oak Trees Northeast Corner at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: October 15, 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 #1352

PROJECT: Two Holly Oaks Trees NE Corner
at Santa Ana College

TIME: 2:00 P.M.

DATE: September 24, 2018

REJECT ALL BIDS

BIDDER

TOTAL BASE BID AMOUNT

Aramexx Group, Incorporated
532 West 1st Street, Suite 202
Claremont, CA 91711

\$59,582

1 TOTAL BIDDER

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

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Disposal of Surplus Vehicles	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College Transportation Department has three vehicles that have exceeded their useful lives and the District Safety Department has two additional vehicles which have also exceeded their useful lives. Legally, in order to dispose of District property, the Board of Trustees must take action to declare the property as surplus prior to donation or auction.

ANALYSIS

Based on the age and/or condition of the vehicles, it is recommended to not donate the vehicles listed below to other schools or non-profit organizations. Below are the vehicles recommended to be declared surplus property and sent to auction:

RSCCD Tag	VIN	Year	Make/Model	Odometer	Issues
316775	2B5WB35Y4YK124022	2000	Dodge Cargo Van	139,171	\$5,000 repairs needed exceeds fair market value
20468	2B5WB35Z5TK114147	1996	Dodge Cargo Van	101,136	Prone to breakdowns, parts hard to obtain
317035	LJBJBBB14600004	2006	Vantage Micro Van (Mini service utility vehicle)	8,803	Prone to breakdowns, parts hard to obtain
320859	1J8GP28K78W144478	2008	Jeep Liberty (SAC Safety)	61,743	Despite many repairs it will no longer run
322761	1FMCUOC74CKC54423	2012	Ford Escape (SCC Safety)	55,266	Despite many repairs it is prone to overheating & stalling

Ken Porter Auctions (KPA) can auction surplus vehicles in accordance with the terms and conditions of the current agreement Board of Trustees approved on September 24, 2018. The auctioneer's commission fee is 5% of the gross sales, less transportation fees which vary from \$50 to \$120 depending on the size of the vehicle. The fee from KPA includes de-logo, smog/safety inspection, advertising and paperwork required by the Department of Motor Vehicles (DMV). The District has utilized the services of KPA in the past and their performance and service has been satisfactory. This process is in accordance with BP6550 and AR6550.

RECOMMENDATION

It is recommended that the Board of Trustees declare five District owned vehicles as surplus property and to utilize Ken Porter Auctions to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: October 15, 2018
Prepared by:	Linda Melendez, Interim Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 15, 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>
1.	<p>Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (DO) 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. (18/19). <i>The match required is 1:1 at \$50,000 that consists of SBDC's SBA/CSUF federally funded business experts at \$30,000 and other program costs at \$20,000.</i></p>	08/15/2018	\$50,000
2.	<p>Guided Pathways (SAC & SCC) Year two of a five-year award from the California Community Colleges Chancellor's Office to support the planning and implementation process of the Guided Pathways framework across California Community Colleges. (18/19). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC – \$477,986 • SCC – \$237,386 	10/01/2018	\$715,372
3.	<p>Innovation and Effectiveness Grant (DO) Funds from the California Community Colleges Chancellor's Office – Institutional Effectiveness Partnership Initiative (IEPI) Program through Santa Clarita Community College District (SCCCD) to expand technical assistance to support student success by identifying technology to manage the college's integrated planning processes from the assessment and disaggregation of student learning outcome data. (18/19). <i>No match required.</i></p>	08/13/2018	\$200,000
4.	<p>Integrated Technology–Data Services Program Fiscal Agent (DO) RSCCD was selected to serve as the Fiscal Agent for the Integrated Technology–Data Services Program (DSP) awarded by the California Community Colleges Chancellor's Office. The DSP will serve to design and implement a consolidated data repository with real-time integrations to enable</p>	09/21/2018	\$481,000

Fiscal Impact: \$1,646,372	Board Date: October 15, 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 Chancellor's Office goals related to multiple measures placement, student personalization, metrics simplification and dashboard optimization. Through the DSP, the Chancellor's Office will implement big-data and cloud infrastructure strategies, implement data management protocols and tools and centrally manage data sharing in alignment with the <i>Vision for Success</i> framework (Assembly Bill 705). As the Fiscal Agent, RSCCD will develop, execute and disburse sub-contracts with third party service providers that include systems integration services, product/vendor management services, and communications and marketing services approved by the Chancellor's Office. (18/19). <i>No match required.</i>		
5. Veterans Resource Center Grant Program (SAC & SCC) One-time grant award from the California Community Colleges Chancellor's Office to establish or to expand an on-campus Veterans Resource Center (VRC). (18/19). <i>No match required.</i> <ul style="list-style-type: none"> • SAC – \$100,000 • SCC – \$100,000 	09/24/2018	\$200,000

RECOMMENDATION

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

Fiscal Impact: \$1,646,372	Board Date: October 15, 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 2018/2019

Contract Period: 10/01/2018 - 9/30/2019

Contract Amount: \$50,000

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: TBD

Sub-Award #: TBD

PROJ. ADM.: Enrique Perez
 PROJ. DIR.: Ruth Cossio-Muniz
 Date: 10/3/2018

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		50,000	30,000	
12_2216_684000_53410_2345	Professional Experts : Small Business Dev Ctr Business Experts @ \$45/hr. x 844 hrs.	61,965		37,980			23,985
12 2216 684000 53410 3215	PERS - Non-Instructional : Small Business Dev	9,624		6,861			2,763
12 2216 684000 53410 3315	OASDHI - Non-Instructional : Small Business D	3,842		2,355			1,487
12 2216 684000 53410 3325	Medicare - Non-Instructional : Small Business	898		551			347
12 2216 684000 53410 3435	H & W - Retiree Fund Non-Inst : Small Busines	2,246		1,379			867
12 2216 684000 53410 3515	SUI - Non-Instructional : Small Business Dev	31		19			12
12 2216 684000 53410 3615	WCI - Non-Instructional : Small Business Dev	1,394		855			539
	Total 2216 FY 18/19 GO-Biz CIP	80,000	80,000	50,000	50,000	30,000	30,000

The match required is \$50,000 that consists of SBDC's federally funded project staff at \$30,000 and other program costs at \$20,000.

12-1323-684000-53410-2320	Classified Employees - Hourly : Small Business Business Experts @ \$45/hr. x 506.5 hrs.	22,793
12-1323-684000-53410-3xxx	Benefit rate at 31.642%	7,207
12-1323-684000-53410-5xxx	Program Marketing: advertising, marketing, publication and community outreach	10,000
	Client Trainings - workshops for small business clients	5,000
	Administration - cost of training business counselors	5,000
Eff. 1/1/18 project #12-1324	Total Match SBA/CSUF SBDC	50,000

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET # 2252
NAME: Guided Pathways - Santa Ana College
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2023
FY 17/18 CONTRACT INCOME: \$398,322
FY 17/18 Expenses: (\$41,346)
FY 18/19 Carryover: \$356,976
FY 18/19 Allocations (Yr. 2): \$477,986
TOTAL (FY 18/19) **\$834,962**

PROJ. ADM. Jeffrey Lamb
 PROJ. DIR. Maria Dela Cruz

Date: 10/02/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: Rancho Santiago CCD
Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2252-000000-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		356,975		477,986		121,011
12-2252-000009-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		-		356,975		356,975
12-2252-499900-15051-5950	Software License and Fees : Academic Affairs - Online Workshop Tool (\$80,000) - Early Alert Tool (\$60,000) - Superstrong renewal fee (\$35,000) - Regroup/Dais Inc - Texting (\$47,063)	135,873		222,063		86,190	
12-2252-601000-15051-5100	Contracted Services : Academic Affairs - Al Solano (\$3,500)	-		3,500		3,500	
12-2252-619000-15051-1250	Contract Coordinator : Academic Affairs Offic - Faculty Coordinator (50%)	57,091		59,006		1,915	
12-2252-619000-15051-1454	Int/Sum Beyond Contr-Coordinat : Academic Aff	-		-		-	-
12-2252-619000-15051-3115	STRS - Non-Instructional : Academic Affairs O	9,294		9,606		312	
12-2252-619000-15051-3325	Medicare - Non-Instructional : Academic Affai	841		868		27	
12-2252-619000-15051-3415	H & W - Non-Instructional : Academic Affairs	11,741		11,741		-	-
12-2252-619000-15051-3435	H & W - Retiree Fund Non-Inst : Academic Affa	2,104		2,174		70	
12-2252-619000-15051-3515	SUI - Non-Instructional : Academic Affairs Of	29		30		1	
12-2252-619000-15051-3615	WCI - Non-Instructional : Academic Affairs Of	1,304		1,347		43	
12-2252-619000-15051-3915	Other Benefits - Non-Instruct : Academic Affa	875		875		-	-
12-2252-619000-15051-4610	Non-Instructional Supplies : Academic Affairs	212		212		-	-
12-2252-619000-15051-5999	Special Project Holding Acct : Academic Affai	-		5,793		5,793	
12-2252-619000-15051-6410	Equip-All Other >\$1,000<\$5,000 : Academic Aff - Digital Dons Laptops + \$1064 (8/21/18 BCF)	1,064		147,770		146,706	

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 2252
NAME: Guided Pathways - Santa Ana College
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2023

PROJ. ADM. Jeffrey Lamb
 PROJ. DIR. Maria Dela Cruz

FY 17/18 CONTRACT INCOME: \$398,322
FY 17/18 Expenses: (\$41,346)
FY 18/19 Carryover: \$356,976
FY 18/19 Allocations (Yr. 2): \$477,986
TOTAL (FY 18/19) **\$834,962**

Date: 10/02/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: Rancho Santiago CCD
Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2252-649000-15051-4610	Non-Instructional Supplies : Academic Affairs	200		-			200
12-2252-649000-15051-4710	Food and Food Service Supplies : Academic Aff	10,000		-			10,000
12-2252-675000-15051-3115	STRS - Non-Instructional : Academic Affairs O	4,755		-			4,755
12-2252-675000-15051-3325	Medicare - Non-Instructional : Academic Affai	425		-			425
12-2252-675000-15051-3435	H & W - Retiree Fund Non-Inst : Academic Affa	1,064		-			1,064
12-2252-675000-15051-3515	SUI - Non-Instructional : Academic Affairs Of	15		-			15
12-2252-675000-15051-3615	WCI - Non-Instructional : Academic Affairs Of	659		-			659
12-2252-675000-15051-5300	Institutional Dues/ & Memberships	-		15,000		15,000	
12-2252-619000-15310-1484	Int/Sum Beynd Contr-Reassigned : Counseling - stipends for checking Program Maps	34,808		37,024		2,216	
12-2252-619000-15310-3115	STRS - Non-Instructional : Counseling	912		6,028		5,116	
12-2252-619000-15310-3325	Medicare - Non-Instructional : Counseling	80		537		457	
12-2252-619000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	200		1,344		1,144	
12-2252-619000-15310-3515	SUI - Non-Instructional : Counseling	2		19		17	
12-2252-619000-15310-3615	WCI - Non-Instructional : Counseling	123		833		710	
12-2252-678000-11400-2350	Overtime - Classified Empl : Project Mgmt - IT Overtime	-		8,804		8,804	
12-2252-678000-11400-3315	OASDHI - Non-Instructional : Project Mgmt	-		546		546	
12-2252-678000-11400-3325	Medicare - Non-Instructional : Project Mgmt	-		128		128	
12-2252-678000-11400-3435	H & W - Retiree Fund Non-Inst : Project Mgmt	-		320		320	
12-2252-678000-11400-3515	SUI - Non-Instructional : Project Mgmt	-		4		4	
12-2252-678000-11400-3615	WCI - Non-Instructional : Project Mgmt	-		198		198	

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET # 2252
NAME: Guided Pathways - Santa Ana College
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 07/01/2017 - 12/31/2023
FY 17/18 CONTRACT INCOME: \$398,322
FY 17/18 Expenses: (\$41,346)
FY 18/19 Carryover: \$356,976
FY 18/19 Allocations (Yr. 2): \$477,986
TOTAL (FY 18/19) **\$834,962**

PROJ. ADM. Jeffrey Lamb
 PROJ. DIR. Maria Dela Cruz

Date: 10/02/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: Rancho Santiago CCD
Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2252-671000-11500-2130	Classified Employees : Public Affairs - Electronic Media Specialist (10 moths) - Pending Reorg	-		53,044		53,044	
12-2252-671000-11500-3215	PERS - Non-Instructional : Public Affairs	-		9,581		9,581	
12-2252-671000-11500-3315	OASDHI - Non-Instructional : Public Affairs	-		3,366		3,366	
12-2252-671000-11500-3325	Medicare - Non-Instructional : Public Affairs	-		787		787	
12-2252-671000-11500-3415	H & W - Non-Instructional : Public Affairs	-		22,943		22,943	
12-2252-671000-11500-3435	H & W - Retiree Fund Non-Inst : Public Affairs	-		1,971		1,971	
12-2252-671000-11500-3515	SUI - Non-Instructional : Public Affairs	-		27		27	
12-2252-671000-11500-3615	WCI - Non-Instructional : Public Affairs	-		1,222		1,222	
12-2252-671000-11500-3915	Other Benefits - Non-Inst : Public Affairs	-		1,250		1,250	
12-2252-671000-11500-5100	Contracted Services : Public Affairs - Contract Website Redesign	-		150,000		150,000	
12-2252-675000-19105-4610	Non-Instructional Supplies : Professional Dev	13,556		10,000			3,556
12-2252-675000-19105-4710	Food and Food Service Supplies : Professional	10,000		5,000			5,000
12-2252-675000-19105-5210	Conference Expenses : Professional Developmen	56,548		40,000			16,548
12-2252-675000-19105-5220	Mileage/Parking Expenses : Professional Devel	200		-			200
12-2252-675000-19105-5940	Reproduction/Printing Expenses : Professional	3,000		-			3,000
Total Project 2252 Guided Pathways		356,975	356,975	834,961	834,961	523,408	523,408

5.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2252
NAME: Guided Pathways - Santiago Canyon College
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 07/01/17 - 06/30/22
FY 17/18 CONTRACT INCOME: \$197,822
FY 17/18 Expenses: (\$8)
FY 18/19 Carryover: \$197,814
FY 18/19 Allocations (Yr. 2): \$237,386
TOTAL (FY 18/19) **\$435,200**

PROJ. ADM. Marilyn Flores
 PROJ. DIR. Marilyn Flores

Date: 10/01/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: Rancho Santiago CCD
Prime Award No.: N/A

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2252-000000-20000-8629	Other Gen Categorical Appor : SCC		197,814		237,386		39,572
12-2252-000009-20000-8629	Other Gen Categorical Apport : SCC		-		197,814		197,814
12-2252-499900-25051-5999	Special Project Holding Acc	171,814		409,200		237,386	
12-2252-675000-25051-4610	Non-Instructional Supplies	2,000		2,000			
12-2252-675000-25051-4710	Food and Food Service Suppl	3,000		3,000			
12-2252-675000-25051-5210	Conference Expenses : Acade	20,000		20,000			
12-2252-679000-25051-5950	Software License & Fees	1,000		1,000			
Totals for PROJECT: 2252		197,814	197,814	435,200	435,200	237,386	237,386

5.1 (7)

SPECIAL PROJECT DETAILED BUDGET # 2380
NAME: Innovation and Effectiveness Grant
FISCAL YEAR: 2018/2019 & 2019/2020

CONTRACT PERIOD: 10/01/18 - 09/30/19
 CONTRACT INCOME: \$200,000

PROJ. ADM./DIR. Enrique Perez

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: Santa Clarita CCD -
Institutional Effectiveness Partnership Initiative (IEPI)
CFDA #: N/A; Award #: N/A

Date: 9/21/18

GL Accounts	Description	Debit	Credit
12-2380-000000-50000-8699	Other Misc State Revenue : RSCCD		200,000
12-2380-679000-53305-5100	Contracted Services	100,000	
12-2380-679000-53305-5950	Software License & Fees	100,000	
Total Project 2252	Innovation & Effectiveness Grant (DO)	200,000	200,000

5.1 (8)

SPECIAL PROJECT DETAILED BUDGET #2556

NAME: Integrated Technology - Data Services Program Fiscal Agent (District)

FISCAL YEAR 2018/2019

CONTRACT PERIOD: 09/18/2018 - 06/30/2019

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$481,000

PROJ DIR: Sarah Santoyo

PRIME SPONSOR: California Community Colleges Chancellor's Office

Date: 10/03/2018

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: 18-074-103

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12_2556_000000_50000_8659	Other Reimb Categorical Allow : District Operations		481,000
12_2556_672000_50000_5865	Indirect Costs : District Operations (4%)	18,500	
12_2556_679000_53345_2130	Classified Employees : Resource Development Pat Carpenter, Admin. Secretary (60%)	31,821	
12_2556_679000_53345_3215	PERS - Non-Instructional : Resource Development	5,748	
12_2556_679000_53345_3315	OASDHI - Non-Instructional : Resource Development	2,015	
12_2556_679000_53345_3325	Medicare - Non-Instructional : Resource Development	471	
12_2556_679000_53345_3415	H & W - Non-Instructional : Resource Development	3,593	
12_2556_679000_53345_3435	H & W - Retiree Fund Non-Inst : Resource Development	1,180	
12_2556_679000_53345_3515	SUI - Non-Instructional : Resource Development	16	
12_2556_679000_53345_3615	WCI - Non-Instructional : Resource Development	731	
12_2556_679000_53345_3915	Other Benefits - Non-Instruct : Resource Development	675	
12_2556_679000_53345_5100	Contracted Services : Resource Development Contractors and vendors approved by the Chancellor's Office to perform work for the Data Services Program.	416,250	
	Total 2556 - IT Data Services Program FA (DO)	481,000	481,000

SPECIAL PROJECT DETAILED BUDGET # 2557
NAME: Veteran Resource Center Grant Program (Santa Ana College)
FISCAL YEAR: 2018/2019 - 2021/2022

CONTRACT PERIOD: 10/01/18 - 12/31/21
CONTRACT INCOME: \$100,000 (SAC)

PROJ. ADM. Alicia Kruizena
 PROJ. DIR. Brenda Estrada

Prime Sponsor: CCCCCO
Prime Award #: 18-053-017
Fiscal Agent: Rancho Santiago CCD
CFDA #: N/A; **Award #** N/A

Date: 10/01/18

GL Account	Description	Debit	Credit
12-2557-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		100,000
12-2557-648000-19725-4610	Non-Instructional Supplies : VRC	1,000	
12-2557-648000-19725-4710	Food & Food Services : VRC	3,154	
12-2557-648000-19725-5100	Contracted Services : VRC	6,000	
12-2557-648000-19725-5940	Reproduction/Printing Expenses : VRC	1,000	
12-2557-648000-19725-5905	Other Participant Travel Exp : VRC	9,500	
12-2557-648000-19725-5966	Transportation - Student : VRC	1,500	
12-2557-679000-10000-5865	Indirect Costs : Santa Ana College	3,846	
12-2557-732000-19725-7650	Stipends Paid for Students : VRC	42,000	
12-2557-732000-19725-7670	Other Expenses Paid for Students : VRC	32,000	
Totals for PROJECT 2557	VRC Grant Program (Santa Ana College)	100,000	100,000

5.1 (10)

SPECIAL PROJECT DETAILED BUDGET # 2557
NAME: Veteran Resource Center Grant Program (Santiago Canyon College)
FISCAL YEAR: 2018/2019 - 2021/2022

CONTRACT PERIOD: 10/01/18 - 12/31/21
CONTRACT INCOME: \$100,000 (SCC)

PROJ. ADM. Jennifer Coto (Interim)
 PROJ. DIR. Sheena Tran

Prime Sponsor: CCCCC
Prime Award #: 18-053-(TBD)
Fiscal Agent: Rancho Santiago CCD
CFDA #: N/A; **Award #** N/A

Date: 10/01/18

GL Account	Description	Debit	Credit
12-2557-000000-20000-8659	Other Reimb Categorical Allow : SCC		100,000
12-2557-648000-29550-2320	Classified Employees - Hourly : Vet. Service Off	67,370	
12-2557-648000-29550-3325	Medicare - Non-Instructional : Vet. Service Off	977	
12-2557-648000-29550-3335	PARS - Non-Instructional : Vet. Service Off	886	
12-2557-648000-29550-3435	H & W - Retiree Fund Non-Inst : Vet. Service Off	2,446	
12-2557-648000-29550-3515	SUI - Non-Instructional : Vet. Service Off	34	
12-2557-648000-29550-3615	WCI - Non-Instructional : Vet. Service Off	1,516	
12-2557-648000-29550-4610	Non-Instructional Supplies : Vet. Service Off	3,925	
12-2557-648000-29550-4710	Food and Food Service Supplies : Vet. Service Off	12,000	
12-2557-648000-29550-5100	Contracted Services : Vet. Service Off	5,500	
12-2557-679000-20000-5865	Indirect Costs : Santiago Canyon College	3,846	
12-2557-648000-29550-6410	Equip-All Other >\$1000 < \$5,000 : Vet. Service Off	1,500	
Totals for PROJECT 2557	VRC Grant Program (Santiago Canyon College)	100,000	100,000

5.1 (11)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Sub-Agreement between RSCCD and Peralta Community College District/Laney College for the Industry Sector Projects in Common (ISPIC) - Advanced Manufacturing Sector Strong Workforce Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

ANALYSIS

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within the regional labor markets. A sub-agreement #DO-17-2220-214 has been developed for Laney College to implement the ISPIC for the Advanced Manufacturing Strong Workforce Project that has been approved by the Chancellor's Office.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$400,000 (grant-funded)	Board Date: October 15, 2018
Prepared by: Sarah Santoyo, Interim Assistant Vice Chancellor of Educational Services	
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
PERALTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of October, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Peralta Community College District (hereinafter “SUBCONTRACTOR”) on behalf of **Laney College**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC) for the Advanced Manufacturing Strong Workforce**, hereinafter “Project,” which is supported by 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 for the approved ISPIC for the Advanced Manufacturing Sector 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 January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$400,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*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 the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway, Suite 201
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. 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.

10. Independent Contractor

SUBCONTRACTOR agrees that the services 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.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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.

12. Record Keeping

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

13. Audit

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

14. 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.

15. 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.

16. 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 the PRIME SPONSOR and/or RSCCD. 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.

17. 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
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Mark Martin
Deputy Sector Navigator, Advanced Manufacturing
Laney College
900 Fallon St.
Oakland, CA 94607
(650) 248-7728, markmartin@peralta.edu

Project Administrator:

Peter Crabtree
Dean, Laney College CTE
Laney College
900 Fallon St.
Oakland, CA 94607
(510) 464-3218, pcrabtree@peralta.edu

18. 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.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this

Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Peralta Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: October 15, 2018

94-1590799

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)

EXHIBIT A
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

COLLEGE: Laney College

RFA NUMBER: N/A

CONTACT PAGE

District:	<u>Peralta CCD</u>		
Address:	<u>333 East 8th St.</u>		
City:	<u>Oakland</u>	State:	<u>CA</u> Zip: <u>94606</u>

District Superintendent/President <i>(or authorized designee)</i>			
Name:	<u>Jowell LaGuerre</u>	Phone:	<u>(510) 466-7202</u>
Title:	<u>Chancellor</u>	Fax:	<u>(510) 268-0604</u>
E-mail Address:	<u>jlaguerre@peralta.edu</u>		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	<u>Peter Crabtree</u>	Phone:	<u>(510) 464-3218</u>
Title:	<u>Dean, Laney College CTE</u>	Fax:	<u>(510) 464-3231</u>
E-mail Address:	<u>pcrabtree@peralta.edu</u>		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Mark Martin</u>	Phone:	<u>(650) 248-7728</u>
Title:	<u>Deputy Sector Navigator - Advanced Mfg</u>	Fax:	<u>(510) 464-3304</u>
E-mail Address:	<u>markmartin@peralta.edu</u>		

Person Responsible for Data Entry			
Name:	<u>Same as project director</u>	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	<u>Romaneir Johnson</u>	Phone:	<u>(510) 466-5363</u>
Title:	<u>Vice Chancellor of Finance and Administration</u>	Fax:	<u>(510) 464-3231</u>
E-mail Address:	<u>rjohnson@peralta.edu</u>		

Person Responsible for Budget Certification			
Name:	<u>Carmen Fairley</u>	Phone:	<u>(510) 466-3707</u>
Title:	<u>Budget Administrator</u>	Fax:	<u>(510) 464-3231</u>
E-mail Address:	<u>cfairley@peralta.edu</u>		

EXHIBIT A
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
		\$	-
1000	1400 Non-Instructional Salaries, Other Faculty non-instructional time to outreach to companies and students to promote program. (20 hours / region x \$50 / hr x 7 regions)	\$	7,000
	1400 Non-Instructional Salaries, Other Faculty non-instructional time to work on curriculum alignment . (40 hours / region x \$50 / hr x 7 regions)	\$	14,000
		\$	-
2000	Classified Salaries	\$	6,000
		\$	-
3000	Employee Benefits	\$	-
	Faculty & classified benefits	\$	2,616
		\$	-
4000	Supplies and Materials	\$	-
	Supplies and materials for industrial maintenance and automation programs (metal, hand tools, calipers, micrometers, etc.). \$10,000 per region	\$	90,000
		\$	-
		\$	-
5000	Other Operating Expenses and Services	\$	-
	Community College Foundation or other agencies - administrative costs for being employer of record for interns (companies will pay salary).	\$	-
	- \$6/hour worked (35 apprentices x 150 hours/apprentices x \$6/hour)	\$	31,500
	- \$100 one-time cost per apprentice (35 apprentices x \$100)	\$	3,500
		\$	-
6000	Capital Outlay Capital equipment for industrial maintenance and automation (isuch as PLC's, Coordinate Measuring Machines, Hydraulic / Pneumatic trainers, etc.). 7 regions at approximately \$33,000 / region	\$	230,000
		\$	-
7000	Other Outgo	\$	-
TOTAL DIRECT COSTS:		\$	384,616
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	15,384
TOTAL COSTS:		\$	400,000

EXHIBIT A
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	400,000
1000		\$ -	\$ -
2000	Outreach to companies & interns (35 apprentices x 10 hours x \$40/hr)	\$ -	\$ 14,000
		\$ -	\$ -
		\$ -	\$ -
3000		\$ -	\$ -
		\$ -	\$ -
4000		\$ -	\$ -
		\$ -	\$ -
5000	Workshops: Industry in-kind match - employee time (6 hours / workshop x 14 workshops x 25 attendees x \$50 / hour)	\$ 105,000	\$ -
	Apprenticeship salaries (paid by companies) - 35 apprentices x 150 hours x \$15/hour	\$ -	\$ 78,750
		\$ -	\$ -
		\$ -	\$ -
6000	Industrial maintenance and automation equipment purchases by colleges (SWP funds)	\$ 230,000	\$ -
		\$ -	\$ -
7000		\$ -	\$ -
		\$ -	\$ -
TOTAL DIRECT COSTS:		\$ 427,750	
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$ 427,750	

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

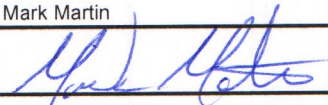
APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 100%
			\$ 400,000	\$ 400,000
1000	INSTRUCTIONAL SALARIES	1	\$ 21,000	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 6,000	\$ 14,000
3000	EMPLOYEE BENEFITS	3	\$ 2,616	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 90,000	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 35,000	\$ 183,750
6000	CAPITAL OUTLAY	6	\$ 230,000	\$ 230,000
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 384,616	\$ 427,750
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 15,384	
TOTAL COSTS:		10	\$ 400,000	\$ 427,750

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: Mark Martin Title: Deputy Sector Navigator - Advanced Mfg
 Authorized Signature:  Date: 9/27/18

District Chief Business Officer (or authorized designee):

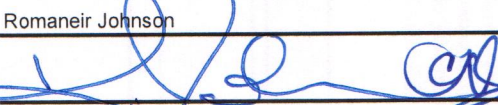
Name: Romaneir Johnson Title: Vice Chancellor of Finance and Administration
 Authorized Signature:  Date: 10/1/18

EXHIBIT A
APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	INTERNSHIPS / PRE-APPRENTICESHIPS: Develop a Statewide Advanced Manufacturing Community of Practice (CoP) for pre-apprenticeships where current college students are placed into part-time manufacturing internships. Final goal is the placement of these students into full-time apprenticeships.	Documented process and CoP that can be sustained by DSN's throughout the state.	Jan 2019 - June 2019	SN & DSN's
1.2	Assist in placement of community college manufacturing students into part-time internships (up to 150 hours) as part of a work-based learning pre-apprenticeship	Placement of 35 students into part-time internships within manufacturing companies. Work with the companies, the California Community Colleges Foundation, and other agencies to develop employer of record process.	Jan 2019 - June 2019	SN & DSN's
1.3				

5.2 (13)

EXHIBIT A
APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

Statement of Work (Annual Workplan)
Objectives

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	IMPROVING PROGRAMS: Assist regional colleges in developing new, and improving existing, programs to meet the high-skill, high-demand, high-wage careers in the fields of industrial maintenance and automation	Improved programs leading to 1) Increased FTES, 2) Wage gains	Jan 2019 - June 2019	SN & DSN's
2.2	Cross-regional cataloging of advanced manufacturing programs and curriculum.	Curriculum sharing and collaboration across regions for industrial maintenance and automation programs in order to discover best practices	Jan 2019 - June 2019	SN & DSN's
2.3				

5.2 (14)

EXHIBIT A
APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Adv Mfg Strong Workforce ISPIC

DISTRICT: Peralta CCD

COLLEGE: Laney College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	INDUSTRY SEMINARS: Provide informational workshops to industry employees covering important and cutting-edge manufacturing techniques and technologies	A minimum of seven regional seminars to cover topics such as Quality Control, Dimensional Metrology, PLC's, IoT, and others to enhance knowledge and skills of manufacturing managers and employees	Jan 2019 - June 2019	SN & DSN's
3.2	Develop a community of practice / network of student apprentices and existing journey-level workers from manufacturing companies throughout the region. Goal is to increase the number of companies employing apprentices from community college manufacturing programs.	A minimum of seven regional networking events for apprentices and journey-level workers. Develop contact list for this network.	Jan 2019 - June 2019	SN & DSN's
3.3				

5.2 (15)

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



October 21, 2017

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Career Education (CTE) Deans
Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,
CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCCO Workforce & Economic Development
CCCCO WED Leadership & Staff
Sector Navigators, Deputy Sector Navigators

Subject: **Match Dollars to Promote Industry Sector Projects-in-Common
Year 2 of the Strong Workforce Program**

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

**Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

HOW DO I SEEK OUT THE MATCH?

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to ispics@cccco.edu

EXHIBIT C

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**The Workforce and Economic Development Program
CTE Data Unlocked Grant**

**Program-Specific Legal Terms and Conditions
(Effective January 15, 2016)**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Sub-Agreement between RSCCD and productOps for the Career Technical Education Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

ANALYSIS

The Chancellor's Office has identified productOps as an implementation partner for the Career Technical Education Data Unlocked Initiative. Agreement #DO-17-2220-215 has been developed for productOps to design a system to support K-12 Strong Workforce Program applications, allocations and reporting.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$132,000 (grant-funded)	Board Date: October 15, 2018
Prepared by: Sarah Santoyo, Interim Assistant Vice Chancellor of Educational Services	
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
PRODUCTOPS**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of October, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **productOps** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this Agreement shall be from October 16, 2018 through December 31, 2018.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$132,000.00.
4. Budget
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*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 the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit an invoice for 90% of the total costs, and submit a final invoice for 10% upon approval from the PRIME SPONSOR of the work performed. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 201
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Expenditure of Grant Funds

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

8. 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 and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. 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.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. 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. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. 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.

15. 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, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. 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.

17. 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
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

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

SUBCONTRACTOR:
Primary Contact:
Bob Cagle, CEO
1347 Pacific Avenue #201
Santa Cruz, CA 95060
(831) 466-3000, bob@productops.com

18. 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.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *productOps*

By: _____
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

By: _____
Name: Bob Cagle

Title: CEO

Date: _____

Board Approval Date: October 15, 2018

26-2920333

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)



August 9, 2018

California Community College Chancellor's Office

Discovery project for Strong Workforce Program for K12 (SWP - K12)

Statement of Work

Chancellor's Office
1102 Q Street, 5th Floor
Sacramento, CA 95811

Project ID: C-085-019
SOW: v.01

Objective

productOps has produced this Statement of Work (SOW) in response to California Community Colleges Chancellor's office request to have productOps participate in the discovery and planning activities around the Strong Workforce K12 Fund. The results of this Discovery process will yield various deliverables stated below in regard to defining the inclusion of a pipeline within NOVA of the new SWP K12 fund.

One of the driving priorities of NOVA is continued fund inclusion to build out a consistent and cohesive planning and expenditure platform. productOps and the CO are striving to clearly define the details regarding planning of new funds to be added within the existing NOVA platform. To properly define the features, functions and expected analytic results a discovery process is needed. This Statement of Work (SOW) covers this discovery process.

Overview

This statement of work details the specifics of the discovery process for the supplied list of items below.

productOps will

- Assemble list of questions needing answers
- Contact potential customers and set-up interviews
- Track details of these interviews and assemble results summaries
- Build any new user personas from this data as needed
- Identify new or unique technologies specific to desired features
- Identify Fund Specific Data Sets required to build out fund features
- Identify and understand Legislative requirements specific to fund

This document is proprietary and confidential property of and may contain trade secrets belonging to:
productOps, 110 Cooper Street, Suite 201, Santa Cruz, CA 95060 and CCCC 1102 Q St., 5th Floor, Sacramento, CA 95811.
Distribution or dissemination of this document to individuals who are not bound by a written confidentiality agreement is prohibited.

5.3 (8)



productOps Approach

productOps uses an Agile development process. Agile consists of biweekly sprints that have defined tasks to be accomplished. Each sprint concludes with a demonstration of functional software. Each sprint may contain design, development, testing, operations, and other tasks. productOps provides tools for managing the Agile process that will allow for transparency to the Chancellor's Office team. Additional tools provided by the Chancellor's Office may be incorporated if that is preferred.

productOps will assign a Project Manager that will be the primary contact for the Chancellor's Office team. We believe keeping teams consistent during projects produces a higher quality product. The productOps Project Manager will work with the Chancellor's Office team to ensure proper and consistent staffing.

Deliverables

The following are the deliverables that will be produced by productOps as a result of this statement of work:

- Discovery Summary Document
- Statement of Work (SOW) for the scoping of development effort as a subsequent productOps project to build the fund pipeline into NOVA
- Workflow prototypes pertaining to the fund specific features and flows

Assumptions

The following assumptions reflect productOps expectations:

- A discovery session will provide the necessary information required to determine specifications, when agreed to, will be used to generate prototype deliverables.
- The Chancellor's Office will identify a product/project owner.
- Meetings & Interviews will be conducted in a timely manner.
- productOps will be included in relevant SWP K12 meetings where valuable information is being shared.
- Work will begin after execution of this SOW and no sooner than 8/10/2018.
- Regular meetings, either in person or via conference call.
- Timely feedback will provide all the information required to determine full specifications.



Risks

The following risks are identified so that productOps and the Chancellor's Office can work towards mitigations of these items:

- Changes to requirements, scope, and iterations may have an impact on cost and timeline.
Mitigation: productOps will communicate these impacts as they become understood so that we may plan adequately.
- Assumptions are being made on behalf of the end user.
Mitigation: Get in touch with a small group of these specific end users to learn, understand their desires, needs and goals that pertain to this project.
Finding people to interview and talk with can be challenging to get responses back.
Mitigation: The CO will help to set-up and facilitate introductions, interviews and meetings where necessary in a timely manner. We need data to back up the decisions made for the users.
- The resulting discoveries for features and flow are complex and different than existing flows.
Mitigation: Depending on the customer, end user needs and potential feature divergence from the existing features of NOVA there may need to be multiple Prototype workflows each covering specific feature sets. As the details are revealed productOps will work with the CO to define features and flow necessary for getting the desired results.

Cost Estimate

productOps invoices are based on actual work at a time and materials plus expense reimbursement. The Chancellor's Office and productOps will work together to limit any unnecessary features and "scope creep" to complete the services successfully within budget.

The estimate below is a "do not exceed" amount. Should unforeseen circumstances arise, scope increase or requirement be revised, the requirements documentation and this SOW shall be updated and agree to.



For a point of reference, the following tables outline our project resource rates and monthly estimates for this engagement.

Resource	Estimate (Months)	Utilization	Monthly Rate	Total
Product Management	2	100%	\$32,000	\$64,000
UI/UX Design	2	50%	\$28,000	\$28,000
Technical Architecture	2	50%	\$40,000	\$40,000
Estimate Total				\$132,000

Payment Terms are net 30 DAYS with monthly invoicing. All prices are in U.S. Dollars.

Signatures

An Authorized signature on this page by a Chancellor’s Office representative indicates acceptance of the statement of work and contract.

.....
Chancellor’s Office Representative

.....
productOps

.....
Title

.....
Title

.....
Date

.....
Date

EXHIBIT B

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**The Workforce and Economic Development Program
CTE Data Unlocked Grant**

**Program-Specific Legal Terms and Conditions
(Effective January 15, 2016)**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 15, 2018
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and San Diego Community College District for the Industry Sector Projects in Common (ISPIC) - Biotechnology Supply Chain Multi-Regional Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support Career Technical Education (CTE) program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program funds to implement projects featuring industry validated best practices, content, and/or models. The Sector Navigator for Biotechnology is hosted by San Diego Miramar College, and the College is also one of the participating colleges in the approved ISPIC project: the Biotechnology Supply Chain Multi-Regional Projects in Common. One sub-agreement #DO-17-2220-164 with the College was created for both the Sector Navigator leadership and for college participation that was Board approved on March 26, 2018. The College then requested these roles be separated, which resulted in the first amendment #DO-17-2220-164.01 ([link](#)) to support only the leadership activities for \$80,000, and for a new agreement #DO-17-2220-174 to be created for the college's participation in the regional project (\$25,000). A second amendment #DO-17-2220-164.02 was developed to augment funds for the Sector Navigator's leadership of the project by \$30,800.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$30,800 (grant-funded)	Board Date: October 15, 2018
Prepared by: Sarah Santoyo, Interim Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
AND
SAN DIEGO AREA COMMUNITY COLLEGE DISTRICT**

This **Second Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of October, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and San Diego Area Community College District (hereinafter "SUBCONTRACTOR") on behalf of **the Sector Navigator for Biotechnology hosted at San Diego Miramar College**, to amend that certain Agreement (DO-17-2220-164) between the parties which commenced on January 13, 2018; and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges;

WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to revise the Total Cost of the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

Item 3. Total Cost is amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$110,800.00 USD.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this SECOND AMENDMENT, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this SECOND AMENDMENT to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: San Diego Area
Community College District

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: October 15, 2018

95-2644299

Employer/Taxpayer Identification Number (EIN)

Fund: SWP Regional Share, Year: 2017-18 Produced: Oct 1, 2018, 9:45 PM UTC Action Taskman

Supply Chain Multi-Regional Projects in Common #ISPIC

Description

Description: College students gain industry-relevant skills by producing reagents, plates, or other materials using quality assurance and quality control, including documentation, writing/following SOPs, and testing. Products are used in High School Biotech classes. Support available for curriculum development, industry personnel assistance, faculty training/professional development, labels for products that go to High Schools (“Made by Students at _____ College”), and supplies.

Industry Sectors: Life Sciences/Biotech;

Start Date: Mon Jan 15 2018

End Date: Tue Jan 15 2019

Lead Institution: San Diego Miramar College

Read the SWP legislation: Yes

Meets requirements of SWP legislation: Yes

What needs motivate this project and how will the project address these needs?

Employers have identified quality and regulatory positions as hard to fill throughout the state. Life sciences/biotechnology industries that are regulated by the FDA include food, drugs, medical devices, diagnostics, biologic, and nutritional supplements. The FDA regulates more than \$1 trillion of consumer goods or about 25% of consumer expenditures in the United States. This includes \$466 billion in food sales, \$275 billion in drugs, \$60 billion in cosmetics, and \$18 billion in vitamin supplements.¹ The California Biomedical 2015 Industry Report produced by the California Health Institute (CHI) included a letter from California Governor Jerry Brown stating that, “California leads the nation in the biomedical industry, supporting highly skilled and well-paying jobs in communities across the state.... Last year, California enacted several laws to strengthen our life sciences community and maintain our competitive position, including AB 93 and SB 90, which made targeted investments in the sector... The State of California is committed to supporting innovation and fostering the biomedical industry. I look forward to continuing to work with leaders from companies and research institutions throughout the state to find solutions that advance new medical technologies, strengthen our economy and contribute to a healthier society.” Data in the 2015 CHI Industry Report supports Governor Brown’s statements and commitment to the growing biomedical industry: • \$101 billion in total revenues • \$27.4 billion in total wages • \$3.8 billion in venture capital investment In 2013 California’s biomedical industry employed more than 270,000 people, with an average salary of \$101,540. California’s biomedical exports in 2013 increased to \$22.2 billion from \$20.9 billion in 2012. The economic impact of the life sciences goes far beyond the companies that develop drugs, devices and diagnostics. Hundreds of thousands more Californians such as those working in real estate or as patent agents, support the sector. As a result, the Life Sciences Sector is a key factor in sustaining economic growth and manufacturing throughout California. Workforce Gap: Regulatory and Quality Assurance/Control Professionals The Life Sciences Industry/Biotechnology Subsectors share a common need: to comply with FDA regulations. These regulations are a set of quality procedures, called collectively GxPs: Good Manufacturing Practices, Good Laboratory Practices, Good Clinical Practices, and Good Documentation Practices. GxPs are the essence of quality systems and regulatory practices that are essential to the economic health of the industry. Without a trained core workforce, companies cannot thrive in California. Regulatory/quality affairs professionals have the GxP skills and knowledge to help companies comply with FDA regulations and those of other accrediting bodies (e.g., International Organization for Standardization-ISO). Failure to adequately comply with the complex regulatory and quality standards results in costly recalls and consent decrees that will collapse the infrastructure of a company, not to mention the impact on human health and safety. Managing and ensuring

quality is crucial for business integrity. Employees who address quality control (product based) or quality assurance (process based) reduce risk, save costly replacement of goods, and maintain customer satisfaction. Regulatory/quality affairs professionals come from diverse backgrounds. Although most have earned a Bachelor's Degree in a STEM field, they were not prepared for these jobs in their degree programs. Most earned their positions through years of internal on the job training opportunities. According to Rx Research Services Inc., "Companies turn to recruiters for hard to fill quality and regulatory positions. They are looking for a mix of on the job experience and a body of regulatory knowledge which is missing in most recent grads. Companies do this because they do not want to risk the fate of their company to an inexperienced team." As a result, this workforce is extremely hard to find; companies often hire by recruiting or 'stealing' employees from each other. Adding to this workforce gap is an evolving regulatory landscape as new technologies come online. For example, in 2011, the federal government enacted into law the Food Safety Modernization Act (FSMA). The FDA began enforcement of FSMA on Oct. 1, 2015 causing food and nutraceutical/vitamin companies to scramble to build a quality regulatory workforce. As life sciences/biotechnology innovative products evolve, so will the ever expanding regulatory landscape. The Training Gap: Why It Exists and How It Will Be Addressed The Life Sciences Sector is experiencing what recruiters call Structural Unemployment, which happens when the skills possessed by the unemployed or underemployed worker do not match the requirements of the job postings. In spite of the clamor for STEM professionals, a close look by the US Census Bureau², finds that many individuals with STEM degrees are not currently employed in their field of study. In fact, many have trouble finding entry level work. Shockingly, only 14% of bachelor's degree holders in the biological sciences are working in their field of study. Typically two-year and four-year colleges do not introduce the idea of quality/regulatory careers and have no curriculum or work experience programs to fill this gap. The reason so many individuals with a STEM background are lacking quality and regulatory knowledge and skills is because most STEM programs are taught from a research perspective, which demonstrates proof of concept, rather than a quality and regulatory perspective, which demonstrates compliance. Most instructors have been trained in a research environment and have never worked in an industry setting or been exposed to quality and regulatory, so they do not think in those terms, and do not teach quality and regulatory to their students. Supply Chain Multi-Region Projects in Common addresses this gap in several ways by offering: • Regulatory training for instructors. • Opportunities for instructors to do industry externships – experiences in companies where instructors learn about regulatory within the job settings where their students will be working. • Curriculum development support to allow instructors to create new regulatory courses or add regulatory modules to existing courses. • Workshops and curriculum that instructors can use as a recruiting tool to introduce college and high school students to biotechnology. • Opportunities for instructors to design and/or implement courses, modules, or workshops in which the students apply industry-relevant biotech lab skills under regulatory conditions to produce products such as plates, reagents, or slides that will be used by students in other college or high school classes (supply chain). The Supply Chain Multi-Region Projects in Common is designed to help instructors teach the high-demand industry skills (quality and regulatory) to their students that will help their students get jobs in their field of study and at the same time address the employment gap. 1 Gardiner Harris (November 2, 2008). "The Safety Gap". New York Times Magazine RFA 15-191 San Diego Miramar College Innovative Apprenticeships for Life Sciences 6 2 <http://www.governing.com/news/headlines/gov-where-stem-graduates-are-finding-jobs.htm>

Risks The biggest risk that might prevent the successful completion of this project is that once the funds are sent to the colleges, there is no mechanism in place for accountability. Eligibility for a potential second round of ISPIC funding could be used for accountability in this first year of ISPIC funding.

Contacts

Institution Lead Contact

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Biotechnology Program Coordinator

rdelvecc@ccsf.edu

(415) 236-3096

5.4 (4)

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Project Lead Contact

Dr. Terri Quenzer

Sector Navigator, Life Sciences/Biotech

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(619) 388-7284

Labor Market Information

Supply Chain Projects

Occupations:

19-1012 Food Scientists and Technologists
19-4021 Biological Technicians
19-4099 Life, Physical, and Social Science Technicians, All Other
19-1029 Biological Scientists, All Other
13-1041 Compliance Officers

Region: Statewide

Programs:

Ohlone College - Biotechnology and Biomedical Technology (043000)
Merritt College - Biotechnology and Biomedical Technology (043000)
City College of San Francisco - Biotechnology and Biomedical Technology (043000)
Contra Costa College - Biotechnology and Biomedical Technology (043000)
Skyline College - Biotechnology and Biomedical Technology (043000)
Laney College - Biotechnology and Biomedical Technology (043000)
Moorpark College - Biotechnology and Biomedical Technology (043000)
Pasadena City College - Biotechnology and Biomedical Technology (043000)
LA Mission College - Biotechnology and Biomedical Technology (043000)
LA Harbor College - Biotechnology and Biomedical Technology (043000)
West LA College - Biotechnology and Biomedical Technology (043000)
Fullerton College - Biotechnology and Biomedical Technology (043000)
MiraCosta College - Biotechnology and Biomedical Technology (043000)
San Diego Miramar College - Biotechnology and Biomedical Technology (043000)
Grossmont College - Biotechnology and Biomedical Technology (043000)
Southwestern College - Biotechnology and Biomedical Technology (043000)

LMI Library Reports Data: [biotech-life-sciences-middle-skills-report-revised.pdf](#)

Outcomes

Investment Plan

The Supply Chain Multi-Regional Project invests in colleges by helping faculty sustainably embed curriculum into their Biotechnology programs that will provide students with high-demand entry-level skills that align with employer need, specifically Quality and Regulatory skills needed to manufacture products. This project leverages best practices used at Skyline College, Ohlone College, Laney College, and San Diego Miramar College, as well as other colleges that have applied Strong Workforce funds to teach quality and regulatory skills. Best practices will be scaled up in programs at colleges throughout the state. The funds will provide support to colleges for professional development, including faculty training and industry externships, curriculum development, and course development. Since most science faculty are educated in a research environment rather than a quality/regulatory environment, it's often difficult for those faculty to effectively teach the detail-oriented quality/regulatory skills to their students, and those activities are often skipped. By participating in quality/regulatory training and also having the opportunity to become CQIA certified, faculty will embed quality/regulatory into their curriculum. Several colleges have requested that most or all of their Biotechnology faculty are CQIA-trained, which will expose their students to quality/regulatory in more Biotechnology classes and reinforce those skills. Since most faculty have not worked in an industry setting, industry externships provide faculty with a unique opportunity to learn exactly what's expected of the students they are training. The experience helps faculty build those expectations into their curriculum so that their students are better prepared. The funds will also provide support that enables students to do supply chain activities, those activities in which the students manufacture products such as reagents and plates under quality/regulatory guidelines that are in turn used in other Biotechnology and Biology labs. Those products also get distributed to local high schools where they are used in Biotechnology labs by hundreds of high school students at huge cost-savings to the high schools in addition to exposing high school students to Biotechnology opportunities at the local Community Colleges. This project is expected to improve enrollment, completion of certificates, and employment in a job closely related to their field of study. The high industry demand for entry-level employees with quality/regulatory skills means that more students will enroll in and complete Biotech programs that will qualify them for good-paying industry jobs.

Occupational Clusters

Ohlone College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	155	2016-17
Number of Students Who Got a Degree or Certificate	18	2016-17

Merritt College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	445	2016-17
Number of Students Who Got a Degree or Certificate	15	2017-18

City College of San Francisco - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	265	2016-17
Percentage of Students Employed in the Second Fiscal Quarter After Exit	77	2014-15
Percentage of Students Employed in the Fourth Fiscal Quarter After Exit	69	2014-15
Percentage of Students Employed in a Job Closely Related to Field of Study	83	2014-15

Contra Costa College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	134	2015-16
Number of Students Who Got a Degree or Certificate	6	2015-16
Number of Students Who Transferred	6	2014-15

Skyline College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	14	2017-18

Laney College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	238	2014-15
Number of Students Who Got a Degree or Certificate	34	2014-15
Number of Students Who Transferred	8	2014-15

Moorpark College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	9	2017-18

Pasadena City College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	115	2016-17
Number of Students Who Got a Degree or Certificate	7	2016-17

LA Mission College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18
Number of Students Who Transferred	-	2017-18

LA Harbor College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18

West LA College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	-	2017-18
Number of Students Who Got a Degree or Certificate	-	2017-18

Fullerton College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	591	2016-17
Number of Students Who Got a Degree or Certificate	64	2016-17

MiraCosta College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	308	2015-16
Number of Students Who Got a Degree or Certificate	17	2015-16

San Diego Miramar College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	692	2015-16
Number of Students Who Got a Degree or Certificate	33	2015-16

Grossmont College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	-	2017-18

Southwestern College - Biotechnology and Biomedical Technology (043000)

Metric	Baseline	Baseline Year
Number of Enrollments	412	2016-17
Number of Students Who Got a Degree or Certificate	6	2017-18
Percentage of Students Employed in the Fourth Fiscal Quarter After Exit	5	2017-18
Percentage of Students Employed in a Job Closely Related to Field of Study	4	2017-18

Task Force Recommendations

Career Pathway

3. Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.

Workplan

Responsible Person: Terri Quenzer (tquenzer@sdccd.edu)

Lead Institution or Partner: San Diego Miramar College

Participating Institutions: Ohlone College, Merritt College, City College of San Francisco, Contra Costa College, Skyline College, Laney College, Moorpark College, Ventura College, Pasadena City College, LA Mission College, LA Harbor College, LA Pierce College, West LA College, Fullerton College, MiraCosta College, San Diego Miramar College, Grossmont College, Southwestern College, Las Positas College

Major Activities: Activities include instructor training in CQIA and GMP with certification in CQIA, curriculum development to embed in existing courses or for stand alone courses, industry externships, and implementation of supply chain operations in which students manufacture reagents, supplies, and kits under quality and regulatory conditions that will in turn get used by hundreds of students in college biology labs and high school biotechnology labs.

Major Outcomes: Quality/regulatory supply chain curriculum will sustainably become embedded in nearly every Biotech program throughout the state, resulting in the following outcomes: increased enrollment in Biotech programs; increased completion of certificates; increased number of students trained with quality/regulatory skills that are in high demand for entry-level biomanufacturing jobs.

Budget Breakdown

City College of San Francisco

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries and benefits to develop curriculum to teach supply chain principles in classes, coordinate activities for supply chain project, apply for state approval for biotech program certificates; Supplies for pouring LB/Agar plates and plasmid preps; Student lab aid.	2017-18	\$7,750
Total			\$7,750

Contra Costa College

Code	Description	Year	Amount
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Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Faculty salary/benefits for Supply Chain projects, including curriculum design, outreach, and partial salary for running newly designed simulated work experience courses.	2017-18	\$19,800
Total			\$19,800

Fullerton College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Regional ISPIC funding 4 colleges in Orange County, including Fullerton, Santa Ana, Santiago Canyon, and Irvine Valley Colleges. Funding to support Supply Chain projects, including faculty salaries for designing materials, supervision and set up of workshops, and training/supervising of assistants; Staff salaries for outreach; workshop related expenses.	2017-18	\$92,000
Total			\$92,000

Grossmont College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries for coordination, professional development, curriculum development, running workshops; and materials.	2017-18	\$7,320
Total			\$7,320

LA Harbor College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries/benefits for curriculum and course development, externship and professional development trainings; Instructional materials and supplies for Popcorn GMP.	2017-18	\$38,851
Total			\$38,851

LA Mission College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty costs for high school summer workshop and curriculum development; student scholarships; equipment; supplies for GMP workshops; materials for high school workshops; mileage to high schools.	2017-18	\$22,700
Total			\$22,700

Laney College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Supplies to manufacture Supply Chain products and stipend for curriculum development.	2017-18	\$1,500
Total			\$1,500

Merritt College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Histoscope Supply Chain projects, including faculty salaries for development, implementation, analysis, revision, dissemination of curriculum	2017-18	\$2,000
Total			\$2,000

MiraCosta College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries for summer externship, stipend for curriculum redesign, stipend for hosting popcorn GMP workshop; lab supplies for BTEC 110 curriculum modifications; printing, food costs for GMP workshop.	2017-18	\$17,150
Total			\$17,150

Moorpark College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Faculty salaries for instructional design, scripting, and video recording of 3 quality/regulatory workshops for teaching at Moorpark College and to be made available to colleges statewide; staff salaries for videographer and ILT to support workshop design; ILT benefits.	2017-18	\$20,000
Total			\$20,000

Pasadena City College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries for externships at local biomanufacturing sites; Staff salaries for popcorn GMP workshop mentors; guest speakers and trip to local biomanufacturing site; Popcorn GMP workshop supplies and promotion, student internships.	2017-18	\$22,550
Total			\$22,550

San Diego Miramar College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Support Supply Chain project professional development for faculty by managing Certified Quality Improvement Associate (CQIA) trainings and Quality workshops for approximately 40 faculty statewide. Deliver at least 2 Quality/Good Manufacturing Practices workshops for faculty statewide. Additional funds are requested to fill gaps for implementation of Quality in Supply Chain projects.	2017-18	\$110,800
5000 - Other Operating Expenses and Services	Regional ISPIC that will reach all SD County Community Colleges. Funding will cover salary/benefits, Supply Chain Experience supplies, handouts, promotional materials, and an Internship Coordinator Consultant.	2017-18	\$25,000
Total			\$135,800

Skyline College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salary to work as project manager to ensure that students accomplish the paperwork and quality assurance for the Supply Chain project and train students so they can act as Project Manager for Supply Chain projects in subsequent semesters	2017-18	\$2,000
Total			\$2,000

Southwestern College

Code	Description	Year	Amount
5000 - Other Operating Expenses and Services	Funding for Supply Chain projects, including faculty salaries for curriculum development and professional development; supplies; printing.	2017-18	\$2,500
Total			\$2,500

Budget Totals

City College of San Francisco

Code	Total
5000 - Other Operating Expenses and Services	\$7,750
Total	\$7,750

Contra Costa College

Code	Total
5000 - Other Operating Expenses and Services	\$19,800
Total	\$19,800

Fullerton College

Code	Total
5000 - Other Operating Expenses and Services	\$92,000
Total	\$92,000

Grossmont College

Code	Total
5000 - Other Operating Expenses and Services	\$7,320
Total	\$7,320

LA Harbor College

Code	Total
5000 - Other Operating Expenses and Services	\$38,851
Total	\$38,851

LA Mission College

Code	Total
5000 - Other Operating Expenses and Services	\$22,700
Total	\$22,700

Laney College

Code	Total
5000 - Other Operating Expenses and Services	\$1,500
Total	\$1,500

Merritt College

Code	Total
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Code	Total
5000 - Other Operating Expenses and Services	\$2,000
Total	\$2,000

MiraCosta College

Code	Total
5000 - Other Operating Expenses and Services	\$17,150
Total	\$17,150

Moorpark College

Code	Total
5000 - Other Operating Expenses and Services	\$20,000
Total	\$20,000

Pasadena City College

Code	Total
5000 - Other Operating Expenses and Services	\$22,550
Total	\$22,550

San Diego Miramar College

Code	Total
5000 - Other Operating Expenses and Services	\$135,800
Total	\$135,800

Skyline College

Code	Total
5000 - Other Operating Expenses and Services	\$2,000
Total	\$2,000

Southwestern College

Code	Total
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Code	Total
5000 - Other Operating Expenses and Services	\$2,500
Total	\$2,500

Certification

No approving authority specified.



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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 15, 2018
Re: Approval of BoardDocs Agreement between RSCCD and the Emerald Data Solutions, Inc. 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 State Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to the Emerald Data Solutions, Inc. for a one-year service agreement. The purpose for the agreement is to establish BoardDocs, a web-based platform, for the LAOCRC that enhances the governance process and communication system. BoardDocs will allow a more efficient platform to save and share documents amongst the Governance Council and CEO Executive Committee members.

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 agreement on behalf of the district.

Fiscal Impact: \$17,500.00 (grant-funded)	Board Date: October 15, 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	

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: CCLC		Sales Rep Phone: (865) 789-4639	
Sales Rep Name: Kristin Forsberg		Sales Rep E-Mail: kforsberg@boarddocs.com	
CUSTOMER INFORMATION			
Organization Name: Los Angeles / Orange County Regional Consortium			
Address: 2323 N. Broadway, Suite 328			
City: Santa Ana		State: CA	Zip: 92706

2. Charges. For each BoardDocs site (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input checked="" type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$17,500.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$11,000.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$5,700.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$2,700.00

3. Term. The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Notwithstanding anything to the contrary in the Agreement, during the Initial Term, Customer may terminate this Agreement for any reason or no reason solely by providing written notice of such termination to Emerald within thirty (30) days of the Effective Date ("Early Opt-Out"). To the extent that Customer exercises the Early Opt-Out and has already paid the ARC, the ARC shall be reimbursed to Customer to the extent Customer has already paid. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

EMERALD DATA SOLUTIONS, INC.

SIGNATURE

Date

SIGNATURE

Date

 10-1-18

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Name: Enrique Perez

Title: Vice Chancellor, Educational Services

"Effective Date" shall be the date of the last signature.

Rancho Santiago Community College District

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor, Bus. Ops/Fiscal Services

Part II: Additional Terms and Conditions

4. Provision of the Service. Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Emerald's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Emerald will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Emerald will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

5. Payment. Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Emerald with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Emerald are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

6. Termination. This Agreement is effective for the Term described in Section 3. Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Emerald; or (b) any material breach of this Agreement by Emerald. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property or Marks.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless expressly permitted in writing by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Emerald will export the data from the Service database in its native format at no charge to Customer. If Customer desires Emerald to convert the data into any other format other than its native format, Customer shall pay Emerald two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND EMERALD DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY EMERALD FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such discloses that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: October 15, 2018
Re:	Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline	
Action:	Request for Approval	

BACKGROUND

In accordance with Board Policy 2745, the Board Policy Committee met on August 7, 2018, to review the survey instrument to be used for the Board's self-evaluation.

ANALYSIS

Board Policy 2745 stipulates that the Board will conduct its self-evaluation no later than December. The following self-evaluation process has been developed in order to complete the process by the December 10, 2018 Board meeting:

- October 15, 2018 - Board designates individuals to provide input to the Board using the self-evaluation instrument.
- October 16, 2018 - Staff/Students/Community complete Board's self-evaluation instrument.
November 12, 2018
- November 26, 2018 Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
- November 27, 2018 - Board members complete self-evaluation instrument.
November 30, 2018
- December 10, 2018 Board reviews and discusses tabulated self-evaluation results and creates annual unit goals.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline outlined above.

Fiscal Impact: None	Board Date: October 15, 2018
Prepared by: Nga Pham, Director, Research, Planning and Institutional Effectiveness	
Submitted by: Enrique Perez, Vice Chancellor, Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2745 Board Self-Evaluation

References:

ACCJC Accreditation Standard IV.C.10 (formerly IV.B.1.e & g)

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than December, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the Board President. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government officers, officers of the academic senates, the college presidents, the chancellor, vice chancellors, assistant vice chancellors, officers of the district's employee unions, community members who serve on the district bond oversight committees or foundations, accreditation representatives at each college, Chief/District Safety & Security, Lieutenants/Safety & Security, ten community members, five part-time faculty members, five full-time faculty members, five administrators, five department chairs, five students, and ten members of the classified staff. Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

Revised: October 12, 2015 (Previously BP9022)

References Updated: March 16, 2015

Revised: October 24, 2016



RSCCD Board of Trustees' Self-Evaluations, 2018

The Board of Trustees conducts an annual self-evaluation focusing on internal board operations and performance. The Trustees have reviewed input from students, employees, and community members who, because of their positions or regular attendance at board meetings, have some familiarity with board operations and performance. Board members will now evaluate themselves as a unit using the same instrument that students, employees and community members used to give input to the board.

Board Organization and Operation

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members respect each others' opinions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board conducts its meetings in compliance with state laws, including The Brown Act.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members understand that they have no legal authority beyond board meetings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members regularly seek the opinion of the student trustee.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Policy Role

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board meetings focus on policy issues that relate to board responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board focuses on policy in board discussion, not administrative matters.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board is knowledgeable about the mission and purpose of the institution.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board clearly delegates the administration of the colleges to the chancellor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Through the chancellor, the board ensures compliance with federal and state laws and measures for emergency response.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Strategic Planning

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands the budget process.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board gives adequate attention to the mission, goals, and future planning of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board regularly develops and reviews goals for continuous improvement.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the colleges' educational programs and services.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board is appropriately involved in defining the vision and goals of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>

Board Relations with the Chancellor, Presidents, Faculty, and Staff

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board keeps the chancellor informed of community contacts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board follows a procedure for annual evaluations of the chancellor.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board and chancellor have a positive, cooperative relationship.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board understands its role and that of the chancellor, presidents, faculty, and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board follows communication procedures with staff, ensuring the chancellor is informed of such communication.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Community Relations - Advocacy

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board members are knowledgeable about community college and state-related issues.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board acts as an advocate for community colleges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members participate actively in community activities.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Board agendas include legislative and state policy issues that will impact the district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Board members act on behalf of the entire community.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board recognizes and celebrates positive accomplishments of the district and colleges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board works to build a positive image of the district in the community.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Board members adhere to policies for dealing with college, community citizens, and the media.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The community and district employees are aware of who the elected trustees are and their role in district governance.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>

Board Leadership, Ethics, and Standards of Conduct

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board understands collective bargaining and its role in the process.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board practices appropriate collegial consultation (participatory governance).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board maintains confidentiality of privileged information.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
The board makes decisions in the best interest of students, the colleges, and the entire district.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The board operates ethically without conflict of interest following established board policies.	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Board members participate in trustee development activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How useful do you think this questionnaire is to the Board's self-evaluations process?

- Very useful
- Somewhat useful
- Neutral
- Not very useful

Comment

What are the Board's greatest strengths?

What are the major accomplishments of the Board in the past year?

What are the areas in which the Board could improve?

**DESIGNATED RECIPIENTS OF
BOARD OF TRUSTEES SELF-EVALUATION INSTRUMENT**

October 15, 2018

Associated Student Government Officers
Academic Senates Officers
Chancellor
College Presidents
College Vice Presidents
Vice Chancellors
Assistant Vice Chancellors
Officers of the District's employee unions
Community members who serve on the District Bond Oversight Committees
Community members who serve on the Foundations
Accreditation representatives at each college
Chief, District Safety & Security
Lieutenants, Safety & Security
10 Community Members
5 Part-Time Faculty Members
5 Full-Time Faculty Members
5 Administrators
5 Department Chairpersons
5 Students
10 Classified Staff Members

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

October 15, 2018

MANAGEMENT

Appointment

Becerra, Rosio
Director, Special Programs
Student Affairs
Santa Ana College

September 4, 2018
Salary Placement: H-6 \$103,747.98/Year
(Requisition #CL18-1163)

Crete, Jessica
Director, OC Center of Excellence
Educational Services
District

Effective: September 10, 2018
Salary Placement: F-1 \$91,529.46/Year
(Requisition #CL18-1153)

Change of Position

Pham, Nga
From: Director of District Research, Planning
& Institutional Effectiveness
To: Executive Director of District Research, Planning
& Institutional Effectiveness
Educational Services
District

Effective: September 11, 2018
From: F-7 \$122,674.46/Year
To: C-4 \$132,858.71/Year

FACULTY

Ratification of Resignation/Retirement

Budarz, Timo
Professor, Physics
Science, Math & Health Sciences Division
Santa Ana College

Effective: October 26, 2018 (Last Day)
Reason: Resignation

Downs, Erika
Assistant Professor, Occupational
Therapy Assistant
Human Services & Technology Division
Santa Ana College
(Temporary Employee, E.C. 87478)

Effective: October 1, 2018 (Last Day)
Reason: Resignation

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

English, Noemi
Associate Professor, Automotive
Technology/Engine
Human Services & Technology Division
Santa Ana College
Effective: October 8, 2018 (Last Day)
Reason: Resignation

Hovanitz, Eric
Professor, Geology
Mathematics & Sciences Division
Santiago Canyon College
Effective: June 7, 2019 (Last Day)
Reason: Retirement

Serrano, Jr., Maximiliano
Professor, Automotive Technology
Human Services & Technology Division
Santa Ana College
Effective: October 5, 2018 (Last Day)
Reason: Resignation

Leave of Absence

Diller, Jeffrey
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: August 20 – December 15, 2018
Reason: Banked Leave (15 LHE) Withdrawal

Hovanitz, Eric
Professor, Geology
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 4 – June 7, 2019
Reason: Banked Leave (15 LHE) Withdrawal

18/19 FARSCCD Contract Step Increase

Martino, Danielle
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 18, 2018
Salary Placement: IV-16 \$98,225.19/Year

Taylor, Michael D.
Professor, Botany/Biology
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 18, 2018
Salary Placement: IV-16 \$98,225.19/Year

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Bautista, Steven
Professor/Counselor/Coordinator, Center
For Teacher Education
Counseling Division
Santa Ana College
August 20, 2018
Amount: \$1,500.00
Reason: Program Facilitation
(Project #2240)

Bradley, Kyle
Associate Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

Coffman, Jodi
Professor/Counselor
Counseling Division
Santa Ana College
Effective: August 27, 2018
Amount: \$250.00
Reason: Program Facilitation

Coffman, Jodi
Professor/Counselor
Counseling Division
Santa Ana College
Effective: August 27, 2018
Amount: \$3,000.00
Reason: Curriculum Development
(Project #2598)

Everett, Michael
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

Gonzalez-Diaz, Haydee
Assistant Professor/Counselor
Counseling Division
Santa Ana College
Effective: August 27, 2018
Amount: \$250.00
Reason: Curriculum Development
(Project #2598)

Kramer, Jessica
Assistant Professor, Math
Mathematics & Sciences Division
Santiago Canyon College
Effective: September 17, 2018
Amount: \$1,000.00
Reason: Professional Development
(Project #2058)

Luppani, Maria F.
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: August 27, 2018
Amount: \$250.00
Reason: Program Facilitation

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Macdonald, Juli
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

McKowan-Bourguignon, Lisa
Associate Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

McKowan-Bourguignon, Lisa
Associate Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$3,000.00
Reason: Curriculum Development
(Project #2598)

Meier, Krystal
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

Nguyen, Thu T.
Associate Professor/Counselor
Counseling Division
Santa Ana College
Effective: August 27, 2018
Amount: \$250.00
Reason: Program Facilitation

Nguyen, Thu T.
Associate Professor/Counselor
Counseling Division
Santa Ana College
Effective: August 27, 2018
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2598)

Oertel, Patricia
Professor, Microbiology
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: October 1, 2018
Amount: \$13,956.00
Reason: Program Facilitation
(Project #1625)

Ro, Kelly
Assistant Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 27, 2018
Amount: \$3,000.00
Reason: Curriculum Development
(Project #2598)

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Strong, John
Assistant Professor, Accounting
Business Division
Santa Ana College

Effective: August 27, 2018
Amount: \$250.00
Reason: Program Facilitation

Tolentino, Justin
Assistant Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 27, 2018
Amount: \$250.00
Reason: Program Facilitation

Adjustment to Column Placement

Lomeli, Isaac
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: February 05, 2018
From: Column II, Step 3 \$58.29
To: Column IV, Step \$64.25

Part-time/Hourly New/Rehires

Bagdanovich, Andrea L.
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: October 10, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Bailey, Aly Hokanson
Instructor, Communications
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: October 15, 2018
Hourly Lecture Rate: II-3 \$58.29

Mais, Kathleen
Instructor, Medical Assistant
Science, Mathematics, &
Health Sciences Division
Santa Ana College

Effective: September 24, 2018
Hourly Lecture Rate: II-3 \$58.29

Scott, Kristen
Instructor, Fire Academy (Wellness)
Human Services & Technology Division
Santa Ana College

Effective: September 24, 2018
Hourly Lecture Rate: II-3 \$58.29

FACULTY (CONT'D)

Part-time/Hourly New/Rehires

Seehusen, Leanne Kathryn
Instructor, Criminal Justice/CPR-First Aid
Human Services & Technology Division
Santa Ana College

Effective: October 10, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Non-paid Intern Service

Fernandez, Maria Madero
Counseling Intern
Counseling Division
Santa Ana College

Effective: October 16, 2018 – June 30, 2019
College Affiliation: CSU, Long Beach
Major: Counseling/Student Development

Malley, Julie
Biology Intern
Mathematics & Sciences Division
Santiago Canyon College

Effective: October 16 – December 15, 2018
College Affiliation: CSU, Dominguez Hills
Major: Teaching Certificate Program

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
OCTOBER 15, 2018**

CLASSIFIEDNew Appointment

Hurley, Noelle Applications Specialist III (CL18-1142) ITS/ District	Effective: September 27, 2018 Grade 19, Step 5 \$86,911.92
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Lin, Amy Intermediate Clerk (CL18-1169) Counseling/ SAC	Effective: October 1, 2018 Grade 5, Step 1 \$35,747.08
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Saelzler, Stephanie Resource Dev. Coord. (CL18-1154) Resource Dev./ Ed. Services/ District	Effective: October 1, 2018 Grade 16, Step 6 \$76,116.87
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Hourly Ongoing to Contract

Phan, Lieuthu Admissions & Records Spec. I (CL18-1158) Continuing Ed./ CEC	Effective: September 17, 2018 Grade 6, Step 1 + 2.5%Bil \$37,933.02
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Professional Growth Increments

Alcantar, Ashley Financial Aid Tech./ Financial Aid/ SAC	Effective: November 1, 2018 Grade 8, Step 2 + 1PG (500) \$42,590.61
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Carpenter, Amanda Student Program Specialist/ DSPS/SCC	Effective: November 1, 2018 Grade 10, Step 5 + 3PG (1500) \$54,555.92
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Chua, Irene Library Tech II/ Library/ SAC	Effective: November 1, 2018 Grade 12, Step 2 + 1PG (500) \$50,916.26
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Soto Tellez, Roxzel Admin. Secretary/ Arts, Humanities & Soc. Sci./ SCC	Effective: November 1, 2018 Grade 12, Step 1 + 2PG (1000) \$48,973.60
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Longevity Increments

Sturrus, Teresa Sr. Admissions & Records Spec. Continuing Ed./ OEC	Effective: December 1, 2018 Grade 11, Step 6 + 2.5%Bil + 7.5%L \$64,038.77
Tran, Vinh Q. Technology Specialist I/ ITS/ SCC	Effective: October 1, 2018 Grade 13, Step 6 + 5%SW + 7.5%L + 6PG (3000) \$75,556.29
Trujillo, Gloria Administrative Clerk/ Continuing Ed./ OEC	Effective: October 1, 2018 Grade 10, Step 3 + 2.5%Bil + 2.5%L + 5PG (1250) \$51,801.54
Williams, Lithia Community Services Coord. II/ Admin. Services/ SAC	Effective: December 1, 2018 Grade 15, Step 6 + 7.5%L + 1PG (500) \$77,624.48

Out of Class Assignment

Glomba, Irene Director Special Programs/Continuing Ed./ CEC	Effective: 09/18/18 – 12/31/18 Grade H, Step 1 \$81,280.84 <i>Supervisory</i>
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Change in Position

Pleitez, Roxana From: Sr. Account Clerk/ Human Services & Tech/ SAC To: Resource Dev. Coord. (CL18-1154) Ed. Services/ District	Effective: October 1, 2018 Grade 16, Step 1 + 2PG (1000) \$60,635.29
Verduzco, Maria Teresa From: Sr. Clerk To: Administrative Secretary (CL18-1150) Continuing Ed./ CEC	Effective: October 1, 2018 Grade 12, Step 4 + 7.5%L \$59,745.71

Change in Department

Godoy, Giovanni Custodian From: Continuing Ed./CEC To: Admin. Services/ SAC (Reorg 1093)	Effective: August 20, 2018 Grade 4, Step 4 + 7.5% GY \$43,072.81
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Change in Department cont'd

Nava, Sergio Custodian From: Continuing Ed./ CEC To: Admin. Services/ SAC (Reorg 1093)	Effective: August 20, 2018 Grade 4, Step 6 + 7.5% L + 5%SW \$49,715.31 <i>Change in shift</i>
Vega, Giovanni Senior Custodian From: Continuing Ed./ CEC To: Admin. Services/ SAC (Reorg 1093)	Effective: August 20, 2018 Grade 7, Step 6 + 2.5%L + 3PG (1500) \$51,938.24

Ratification of Resignation/Retirement

Almanza, Danielle Job Developer/ Science & Math/ SAC	Effective: October 16, 2018 Reason: Resignation
Figueroa, Claudia Administrative Secretary/ Science & Math/ SAC	Effective: October 16, 2018 Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Garcia, Sara Instructional Assistant (CL18-1160) Science & Math/ SCC	Effective: September 24, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
Leanos, Natalia Instructional Center Tech (CL18-1172) Humanities & Soc. Sci./ SAC	Effective: September 13, 2018 Up to 19 Hours/Week School Session Grade 7, Step A \$18.44/Hour
Martynenko, Galina Learning Facilitator (CL18-1172) Humanities & Soc. Sci./ SAC	Effective: September 17, 2018 Up to 19 Hours/Week School Session Grade 7, Step A \$18.44/Hour

Temporary to Hourly Ongoing

Barriga Orozco, Carlos Custodian (CL18-1177) Admin. Services/ SCC	Effective: September 27, 2018 19 Hours/Week 12 Months/Year Grade 4, Step A \$16.58/Hour
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Temporary to Hourly Ongoing cont'd

Devora Murillo, Abraham Custodian (CL18-1200) Admin. Services/ SCC	Effective: September 27, 2018 19 Hours/Week 12 Months/Year Grade 4, Step 1 \$16.58/Hour
Mora, Guadalupe Custodian (CL18-1200) Admin. Services/ SCC	Effective: September 27, 2018 19 Hours/Week 12 Months/Year Grade 4, Step 1 \$16.58/Hour
Siy, James Athletic Trainer/ Therapist (CL17-1053) Kinesiology/ SCC	Effective: September 20, 2018 Up to 19 Hours/Week School Session Grade 16, Step A \$26.92/Hour

Longevity Increments

Avalos, Omar Instructional Assistant/ Fine & Performing Arts/ SAC	Effective: November 1, 2018 Grade 5, Step A + 5%L \$17.97/Hour
Chambers, John Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: October 1, 2018 Grade 8, Step A + 12.5%L \$21.58/Hour
Hernandez Morales, Arthur Instructional Assistant/ Continuing Ed./ CEC	Effective: November 1, 2018 Grade 5, Step A + 5%L \$17.97/Hour
Latthitham, Anisa Instructional Assistant/ Human Services & Tech./ SAC	Effective: November 1, 2018 Grade 5, Step A + 5%L \$17.97/Hour
Luarte, Joseph Fine Arts & Theater Facilities Tech./ Fine & Performing Arts/ SAC	Effective: November 1, 2018 Grade 9, Step A + 5%L \$20.99/Hour
Math, John Technology Storekeeper/ Human Services & Tech./ SAC	Effective: November 1, 2018 Grade 7, Step A + 5%L \$19.36/Hour
Phan David Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: November 1, 2018 Grade 8, Step A + 5%L \$20.15/Hour

Change in Department

Amaton, Jose
Custodian
From: Continuing Ed./ CEC
To: Admin. Services/ SAC (Reorg 1093)
Effective: August 20, 2018
19 Hours/Week 12 Months/Year
Grade 4, Step A + 5%L \$17.41/Hour

Hernandez, Eric
Custodian
From: Continuing Ed./ CEC
To: Admin. Services/ SAC (Reorg 1093)
Effective: August 20, 2018
19 Hours/Week 12 Months/Year
Grade 4, Step A + 2.5%L \$17.00/Hour

Ratification of Resignation/Retirement

Ferraro, Dominick
Custodian/ Facility Planning/ District
Effective: September 28, 2018
Reason: Resignation

Tamayo Frias, Nalley
Custodian/ Admin. Services/ SAC
Effective: October 5, 2018
Reason: Resignation

TEMPORARY ASSIGNMENT

Alfaro, David
Student Services Coordinator/ Counseling/
SAC
Effective: 10/16/18 – 06/30/19

Barrios, Nicolas
Learning Facilitator/ Science & Math/ SAC
Effective: 10/16/18 – 06/07/19

Blount, Jazman
Program Specialist/ Financial Aid/ SCC
Effective: 10/16/18 – 06/30/19

Fajardo, April
Instructional Assistant/ Science & Math/
SAC
Effective: 10/16/18 – 06/30/19

Ha, Christine
Instructional Assistant/ Science & Math/
SAC
Effective: 10/26/18 – 06/07/19

Harmon, Shane
Learning Facilitator/ Science & Math/ SAC
Effective: 10/16/18 – 06/30/19

TEMPORARY ASSIGNMENT cont'd

Huerta, Anthony Learning Facilitator/ Science & Math/ SAC	Effective: 10/16/18 – 6/07/19
Medina, Taylor Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 10/16/18 – 06/07/19
Pak, Katherine Instructional Assistant/ Science & Math/ SAC	Effective: 10/16/18 – 06/29/19
Tonies, Tori Learning Facilitator/ Science & Math/ SAC	Effective: 10/16/18 – 06/07/19

Additional Hours for Ongoing Assignment

Leanos, Natalia Instructional Ctr. Tech./ Humanities & Soc. Sci./ SAC	Effective: 09/13/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Martynenko, Galina Instructional Ctr. Tech./ Humanities & Soc. Sci./ SAC	Effective: 09/17/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Medina, Emiliano Custodian/ Child Dev. Services/ District	Effective: 09/11/18 – 12/21/18 Not to exceed 19 consecutive working days in any given period.
Vu, Michelle Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/02/18 – 06/30/19 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Hernandez Figueroa, Maria Student Services Coord./ Student Services/ SCC	Effective: 09/13/18 – 06/30/19
Lopez, Obdulia Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 09/27/18 – 06/30/19

Substitute Assignments cont'd

Maldonado, Vanessa Admissions Assistant/ Continuing Ed./ CEC	Effective: 09/17/18 – 06/29/19 Not to exceed 19 consecutive working days in any given period.
Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 09/26/18 – 12/14/18

MISCELLANEOUS POSITIONS

Bishop, John Community Services Presenter/ Continuing Ed./ CEC	Effective: 09/24/18
Perez, Apolinario Presenter II/ Counseling/ SAC	Effective: 10/15/18 – 10/24/18
Ruiz, Rebecca Health Educator/ Enrollment & Support Services/ SCC	Effective: 09/24/18 – 12/14/18

Instructional Associates/Associate Assistants

Criminal Justice

Brittain, Jaren	Effective: 10/16/18
Guzman, Lyana	Effective: 10/16/18
Moon, CJ	Effective: 10/16/18
Padilla, Matthew	Effective: 10/16/18
Stewart, Michell	Effective: 10/16/18

Basic Skills

Vaughn, Aaron	Effective: 09/17/18
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Nursing

Deluca, Erin	Effective: 09/17/18
Olson, Tabitha	Effective: 10/01/18
Rodarte, Patricia	Effective: 10/01/18

COMMUNITY SERVICE PRESENTERS

Stipends Effective August 11 – September 10, 2018

Bui, Ha	Amount: \$ 300.00
Famolaro, Felix	Amount: \$ 2,898.00
Rudd, James	Amount: \$ 1,403.79
Valenti, Donna	Amount: \$ 244.02
Williams, Ronald	Amount: \$ 415.48

VOLUNTEERS

Lomeli, Isaac Volunteer/ Kinesiology/ SAC	Effective: 10/16/18 – 06/30/19
Martinez, Katherine Volunteer/ Counseling/ SCC	Effective: 10/16/18 – 06/30/19
Nwoye, Peter Student Driver/ District Safety	Effective: 10/16/18
Ruvalcaba, Jaqueline Volunteer/ Counseling/ SAC	Effective: 10/16/18 – 06/30/19

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Arreola, Gabriela	Effective:	10/02/18-06/30/19
Awalkhil, Faridoon	Effective:	09/17/18-06/30/19
Cao, Harrison M.	Effective:	09/19/18-06/30/19
Carrillo, Andreina	Effective:	09/18/18-06/30/19
Choun, Tyra J.	Effective:	09/21/18-06/30/19
Garcia Centeno, Wenddy Y.	Effective:	10/01/18-06/30/19
Gonzalez, Eileen J.	Effective:	09/21/18-06/30/19
Johnson, Janelle L.	Effective:	09/17/18-06/30/19
Lopez, Alan J.	Effective:	09/20/18-06/30/19
Lopez, Jaime	Effective:	09/26/18-06/30/19
Lopez, Jorge L.	Effective:	09/18/18-06/30/19
Nguyen, Chi T.	Effective:	10/09/18-06/30/19
Nguyen, Daniel L.	Effective:	09/18/18-06/30/19
Nguyen, Thi T.	Effective:	09/24/18-06/30/19
Ocampo, Ranzen B.	Effective:	09/19/18-06/30/19
Ochoa, Makena G.	Effective:	10/01/18-06/30/19
Owens, Jordan M.	Effective:	09/26/18-06/30/19
Pham, Minh N.	Effective:	09/27/18-06/30/19
Rivas, Andrew D.	Effective:	09/18/18-06/30/19
Rivera, Vanessa	Effective:	09/19/18-06/30/19
Rodriguez, Stephanie V.	Effective:	10/01/18-06/30/19
Ruiz, Michael A.	Effective:	09/17/18-06/30/19
Solis, Eduardo M.	Effective:	09/13/18-06/30/19
Torres, Brian	Effective:	09/19/18-06/30/19
Tran, Mai N.	Effective:	09/20/18-06/30/19
Trejo Moreno, Andersi	Effective:	09/24/18-06/30/19
Velazquez Hernandez, Gabriela	Effective:	10/01/18-06/30/19

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Allen, Dylan	Effective:	09/14/2018 – 06/30/2019
Cannon, Natalie	Effective:	09/17/2018 – 06/30/2019
Hudson, Letitia	Effective:	09/27/2018 – 06/30/2019
Luciano-Martinez, Marilyn	Effective:	09/18/2018 – 06/30/2019
Rubalcaba, Amber	Effective:	09/20/2018 – 06/30/2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**HUMAN RESOURCES**

To:	Board of Trustees	Date:	October 15, 2018
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Faculty Association of Rancho Santiago Community College District		
Action:	Request for Approval		

BACKGROUND

Negotiations between the District and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have been completed. A successor agreement for 2017-2018 and 2018-2019 has been negotiated and was ratified by the FARSCCD on October 3, October 5 and October 8, 2018. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are detailed on the disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the collective bargaining agreement with the Faculty Association of Rancho Santiago Community College District (FARSCCD) for the period of July 1, 2017 through June 30, 2019.

Fiscal Impact:	Presented on Attached Disclosure Form	Board Date:	October 15, 2018
Prepared by:	Tracie Green, Vice Chancellor, Human Resources		
Submitted by:	Tracie Green, Vice Chancellor, Human Resources		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**Comprehensive Tentative Agreement between
Rancho Santiago Community College District (RSCCD)
and
Faculty Association of Rancho Santiago Community College District (FARSCCD)**

September 26, 2018

This comprehensive tentative agreement consists of the following Articles attached hereto:

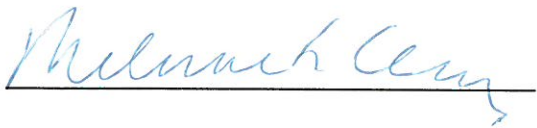
1. Article 4 – Leaves
2. Article 5 – Health and Welfare Benefits
3. Article 6 – Instructional Hours, Duties Workload
4. Article 7 – Salaries
5. Article 8 – Evaluation + forms MLC/KG
6. Article 9 – Grievances
7. MOU re Pilot Program for Part-Time Office Hours
8. MOU re 9th Place Ranking Joint Task Force

TA as of 5/30/18

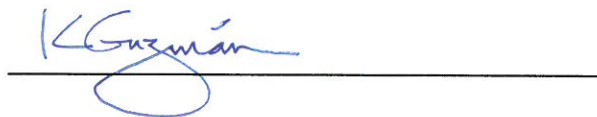
As part of this tentative agreement, FARSCCD agrees to promptly withdraw its pending unfair labor practice charge (No. LA CE 6327E) and its related pending grievance upon execution of this tentative agreement.

This comprehensive tentative agreement is subject to final approval by the Board of Trustees and ratification by FARSCCD. As the parties agreed in the ground rules, FARSCCD representatives agree to fully support and advocate ratification by its membership, and the District representatives agree to fully support and advocate approval by the Board of Trustees.

For The District



For FARSCCD



ARTICLE 4
LEAVES

1
2
3
4 4.1 DEFINITIONS

5
6 Immediate Family – A member of the immediate family as used herein means blood,
7 step and foster relations limited to a parent, grandparent, grandchild, spouse, domestic
8 partner, child, stepchild, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-
9 law, mother-in-law or father-in-law of the employee or his/her spouse or domestic
10 partner.
11

12 4.2 BEREAVEMENT LEAVE

13
14 Faculty members shall be granted, without loss of salary or other benefits, five (5) days
15 of absence due to the death of the employee's spouse, parent, domestic partner, child,
16 stepchild and the children of the domestic partner of the employee.
17

18 Except as noted above, faculty members, upon notification to their supervisor, may be
19 granted, without loss of salary or other benefits, leave of absence not to exceed three (3)
20 regularly assigned working days, or five (5) regularly assigned working days if out-of-
21 state travel is required or exceeds two hundred (200) land miles one (1) way from the
22 District, upon the death of any member of the member's immediate family.
23

24 4.3 JUDICIAL LEAVE

25
26 4.3.1 When called for jury duty or as a witness in the manner provided by law, except
27 when called as a witness adverse to the District or as a party in an action against
28 the District, faculty members shall be granted a leave of absence without loss of
29 pay for the time the employee is required to perform jury duty or act as a witness
30 during the employee's regularly assigned working hours.
31

32 4.3.2 Request for jury duty or witness leave should be made by presenting in advance
33 the official court summons to the faculty member's immediate supervisor and to
34 the District payroll office through regular administrative channels.
35

36 4.3.3 Reimbursement to the District of any monies earned as a juror, or witness, except
37 mileage, shall be made by the member.
38

39 4.3.4 A faculty member called for jury duty shall not be encouraged in any way to seek
40 exemption from such duty nor shall he/she be discriminated against in any way
41 for not seeking such exemption.
42

43 4.3.5 Employees are required to return to work during any day in which jury services
44 are not required.
45

46 4.3.6 The District may require verification of jury duty or witness time prior to, or
47 subsequent to, providing compensation.
48

49 4.4 PERSONAL NECESSITY LEAVE
50

51 4.4.1 A faculty member may use a maximum of six (6) days leave of absence in any
52 school year without loss of pay for personal necessity. Such leaves shall be
53 deducted from the employee's accumulated sick leave. An Employee Absence
54 Card must be filed.
55

56 Personal necessity leave can be used for matters of compelling personal
57 importance or family business which cannot be accomplished other than during
58 the employee's regular assigned working hours, or deferred to a more convenient
59 date or time to accommodate the regular work schedule.
60

61 4.4.2 Personal necessity leave may not be used for vacation or recreational use, outside
62 employment (present or prospective), or appearance in court as a witness or
63 litigant in an action adverse to the District.
64

65 4.4.3 The faculty member will notify the appropriate administrator in advance of the
66 need for personal necessity leave. Requests may be subject to verification.
67

68 4.4.4 In addition to Personal Necessity Leave, faculty members shall be allowed to use
69 up to six (6) days of sick leave per year to attend to the illness of employee's
70 spouse, parent, domestic partner, child, stepchild and domestic partner of the
71 employee.
72

73 4.5 PROFESSIONAL CONFERENCE LEAVE/IN-SERVICE TRAINING
74

75 Upon filing a conference request form, the Chancellor or his/her designee may grant to a
76 faculty member leave with pay (unless otherwise stipulated prior to attendance) for
77 professional conference or in-service training which will improve District operations or
78 the ability of the faculty member to more effectively perform his/her duties.
79

80 4.6 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE
81

82 4.6.1 An industrial accident or illness is defined as one that arises out of the course and
83 scope of the faculty member's employment with the District. The accident or
84 illness must be reported to the District in accordance with District regulations.
85

86 4.6.2 Faculty members employed by the District under contract shall receive sixty (60)
87 days' leave with pay in any one (1) fiscal year for an industrial accident or illness.
88

89 4.6.3 Industrial accident or illness leave shall commence on the first (1st) day of
90 absence. Allowable leave shall not be accumulated from year to year. When an
91 industrial accident or illness occurs at a time when the full sixty (60) days will

92 overlap into the next fiscal year, the employee shall be entitled to only that
93 amount remaining for the same illness or injury at the end of the fiscal year in
94 which the injury or illness occurred.
95

96 4.6.4 Payment for wages lost on any day shall not, when added to an award granted the
97 employee under the worker's compensation laws of this state, exceed the normal
98 wage for the day. Industrial accident leave will be reduced by one (1) day for
99 each day of authorized absence regardless of a compensation award made under
100 worker's compensation.
101

102 4.6.5 The industrial accident or illness leave of absence shall be used in lieu of
103 entitlement acquired under Section 87786 of the State Education Code. When
104 entitlement to industrial accident or illness leave has been exhausted, entitlement
105 to other sick leave will then be used; but if an employee is receiving worker's
106 compensation, he shall be entitled to use only so much of his accumulated or
107 available sick leave, accumulated compensation time, vacation, or other available
108 leave, which, when added to the worker's compensation award, to provide for a
109 full day's wage or salary.
110

111 4.7 SICK LEAVE 112

113 4.7.1 Faculty members employed on a full-time basis shall be entitled to one (1) day's
114 leave of absence for illness or injury with full pay for each month of service under
115 contract: ten (10) days for 175 day contracts; eleven (11) days for 192 day
116 contracts; and twelve (12) days for 225 day contracts. This entitlement shall be
117 credited at the commencement of employment and thereafter at the start of each
118 succeeding fiscal year (July 1) to full-time employees. Fractional assignment
119 shall receive proportionate leave entitlement.
120

121 4.7.2 Faculty members employed on a full-time basis for less than a full fiscal year are
122 entitled to that proportion of the total days for leave of absence for illness or
123 injury as the number of months he/she is employed.
124

125 4.7.3 Faculty members employed less than full-time (for a fiscal year of service) shall
126 be entitled to that proportion of the total days for leave of absence for illness or
127 injury as the number of hours they are employed per week bears to a full-time
128 assignment. When such persons are employed for less than a full fiscal year of
129 service, this and the preceding paragraph shall determine that proportion of leave
130 of absence for illness or injury to which they are entitled.
131

132 4.7.4 Part-time faculty members employed on an LHE basis and full-time faculty
133 working beyond contract assignments shall earn leave of absence for illness or
134 injury at the rate of one hour (1) per semester for each LHE per semester.
135

136 4.7.5 Pay for any day of such absence shall be the same as the pay which would have
137 been received had the employee been on a paid status during the day. Credit for

138 leave of absence need not be accrued prior to taking such leave by the employee
139 and such leave of absence may be taken at any time during the year.
140

141 4.7.6 If the faculty member does not take the full amount of leave allowed in any year
142 under this section, the amount not taken shall be accumulated from year to year.
143

144 4.7.7 All sick leave absence shall be reported on the Employee Absence Card to the
145 immediate supervisor. The District reserves the right to require medical
146 verification for illness for any absence.
147

148 4.7.8 Faculty members must be in active employment or on paid leave to earn or use
149 sick leave. Faculty members on extended illness leave are eligible to earn or use
150 sick leave. Sick leave may be applied only on those days when the faculty
151 member is required to report for duty but cannot do so because of illness or injury.
152 Faculty members who become ill or are injured but are not required to report,
153 such as those on leave or vacation, may not use sick leave credits.
154

155 4.7.9 When a faculty member is separated prior to rendering a complete fiscal year of
156 service, the sick leave entitlement for the partial year shall be equal to the annual
157 entitlement times the number of months employed divided by the number of
158 months in his/her annual contract.
159

160 4.7.10 Sick leave entitlement shall be reduced by one (1) day for each month an
161 employee is on personal leave without pay. Entitlement shall be granted for all
162 other leaves.
163

164 4.7.11 Faculty members employed during summer session shall earn leave of absence for
165 illness or injury at the rate of one hour per summer for each LHE assigned to
166 teach. The summer sick leave is separate from sick leave accumulated during the
167 academic year. It can only be used for summer absences and is ~~not~~ accumulative
168 for purposes of retirement credit.
169

170 4.8 EXTENDED SICK LEAVE 171

172 4.8.1 A tenured or tenure track faculty member whose sick leave, including current and
173 accrued, has been exhausted and that total of such sick leave used in a given fiscal
174 year is less than one hundred (100) work days, shall be compensated at fifty
175 percent (50%) of his/her daily rate for the balance of one hundred (100) days.
176

177 4.8.2 A part-time faculty member who has started a fall or spring semester assignment
178 and whose sick leave, including current and accrued, has been exhausted, shall be
179 compensated at fifty percent (50%) of his/her current semester assignment pay for
180 the remaining period of the absence or the end of the current semester assignment,
181 whichever comes first.
182
183

184
185
186 4.8.14.8.3 In the event of a catastrophic illness, participating tenured or tenure track
187 faculty members who have exhausted all regular and extended sick leave may
188 utilize a maximum of 100 days from the CATASTROPHIC ILLNESS BANK.
189 The compensation shall be fifty percent (50%) of his/her daily rate. A faculty
190 member becomes a participant by contributing sick leave to the bank. (See
191 Human Resources Office for procedures.) In cases of severe financial hardship,
192 the District, by mutual agreement of the Chancellor and the FARSCCD President,
193 may provide the benefits in this section concurrently with the benefits of 4.8.1.
194

195 4.8.24.8.4 A faculty member may be required to present a doctor's statement stating
196 the need for extended absence nature of the illness or injury to qualify for
197 extended sick leave or catastrophic illness leave ~~these~~ benefits.
198

199 4.8.34.8.5 Prior to returning to work, a faculty member shall be required to present a
200 doctor's statement stating the nature of the illness or injury and the date the
201 employee is able to return to work.
202

203 4.8.44.8.6 In consultation with and with approval by the Association, a unit member
204 may be required by the Chancellor/College President to be examined by a District
205 approved physician or psychologist to determine fitness for return to duty.
206

207 4.9 QUARANTINE LEAVE

208

209 Full-time faculty members shall receive salaries in full for a period not to exceed thirty
210 (30) days when quarantined by city or county health officers because of another's illness.
211 Such quarantine must be verified by a physician or health officer.
212

213 4.10 EXCUSED ABSENCE WITH PAY

214

215 Administrators are authorized to excuse a full time faculty member for an occasional
216 absence up to a maximum of four (4) hours per semester for a change in assignment, or,
217 for personal business of such a nature that it requires the presence for the member during
218 his/her working day, and, such absence(s) is determined, in the sole discretion of
219 management, in the best interests of the District. Hours are not cumulative from semester
220 to semester.
221

222 4.11 PERSONAL LEAVE WITHOUT PAY

223

224 Any full time faculty member is eligible to apply for a personal leave. Leaves may be
225 granted for advanced professional training, travel, and maternity. No leave will be for
226 less than one (1) semester, nor for more than one (1) year. Except in cases of emergency,
227 the application for personal leave must be approved by the supervising administrator and
228 submitted to the Human Resources Office for clearance at least ten (10) weeks prior to
229 the start of the semester involved.

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4.12 PERSONAL ABSENCE WITHOUT PAY

A request for personal absence without pay shall be filed through channels with the Executive Vice Chancellor of Human Resources and shall be recommended by the respective College President and shall require the approval, for up to five (5) days by the Chancellor, and for six (6) or more days by the Board of Trustees. The leave must conform to the criteria for Personal Necessity Leave (see Section 4.4.2). The Human Resources Office shall notify the requester of the action taken upon request. Request must be received in ample time for all necessary action to be taken. An employee absence card must be filed.

4.13 GENERAL LEAVE POLICIES

4.13.1 Periods of leaves of absence, paid or unpaid, shall not be considered a break in service of the employee.

4.13.2 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the District shall reduce the gross salary warrant due the employee by the same amount as the amount of any worker's compensation check received by the faculty member. The District shall issue the employee appropriate warrants for any payment of wages or salary due over and above the worker's compensation benefit check and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

4.13.3 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment to duty shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.

4.14 SABBATICAL LEAVE

4.14.1 Purpose of Sabbatical Leave

274 Sabbatical leaves may be awarded to qualified tenured members of the faculty for
275 intellectual refreshment, normally to be obtained by study, research, travel, work
276 experience, or other creative activity as delineated below:
277

278 A. Academic Study Leave
279

280 An academic study leave is one during which the faculty member pursues a
281 program of a minimum of eight (8) units each semester or the equivalent (432
282 hours) in an accredited institution of higher education.
283

284 B. Independent Research Leave
285

286 An independent research leave is one which must be related to the present or
287 prospective service. The program must be at least equivalent in effort and
288 content to the required units as pursued above. A complete plan for such
289 study must be approved and filed with the original application for leave.
290

291 C. Travel Leave
292

293 A travel leave is one during which the employee shall remain in travel status
294 three and one-half (3½) months for each semester of leave granted.
295

296 D. Professional Growth
297

298 A professional growth leave is one granted for any structured experience
299 which would cause professional growth in the employee's specialty or
300 techniques of teaching.
301

302 E. Combination of Above
303

304 Types of sabbatical leaves may be combined. One (1) calendar month of
305 travel is considered as equivalent to two (2) semester units when in
306 combination. The sabbatical leave of absence shall have the ultimate
307 objective of enhancing a faculty member's service to the Rancho Santiago
308 Community College District and increasing its distinction. The sabbatical
309 leave of absence is not an earned right, but is a privilege which may be
310 granted by the Board of Trustees. It is expected, therefore, that applications
311 shall be accompanied by a statement of a program which the applicant
312 proposes to follow while on leave, and that, on return to regular duty, he/she
313 shall submit a report on the result of the leave as a record of faculty growth
314 and for retention in the District files.
315

316 4.14.2 Sabbatical Leave: Service Eligibility
317

318 Full-time faculty with satisfactory performance may request sabbatical leave. The
319 full-time service as a faculty member in the Rancho Santiago Community College
320 District must be at least six (6) consecutive years immediately preceding the

sabbatical leave. A leave of absence, except a sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration.

4.14.3 Sabbatical Leave: Length of Leave and Compensation

For the purpose of sabbatical leave, all 175 day employees shall be considered ten (10) month employees, eligible for a semester leave (5 calendar months) or a maximum of a school year leave (10 calendar months) at eighty percent (80%) contract salary. All 192 day employees shall be considered eleven (11) month employees, eligible for a semester leave (5 ½ calendar months) or a maximum of a school year leave (11 months) at eighty percent (80%) contract salary. All 225 day employees shall be considered twelve (12) month employees, eligible for a semester leave (6 calendar months) or a maximum of a school year leave (12 calendar months) at eighty percent (80%) contract salary. The school year leave may be taken in two separate terms provided that the leave of absence for both of the separate terms be commenced and completed within a three-year period. Any period of service intervening between the two separate terms shall comprise a part of the service required for a subsequent leave. An employee may choose to apply banked leave while on sabbatical to be eligible for one hundred percent (100%) contract salary. (See Section 4.16 for banked leave provisions.)

4.14.4 Sabbatical Leave: Number of Leaves

The maximum number of sabbatical leaves granted in any one (1) year may be up to four percent (4%) of the full-time academic employees. Exceptions shall be at the discretion of the District.

4.14.5 Sabbatical Leave: Application for Leave

Application for a sabbatical leave must be filed with the Chancellor or his/her designate by December 15 for the following school year in conformance with the District approved application form. If there are remaining vacancies in the present academic year for a spring semester sabbatical leave, the employee may file application with the Chancellor or his/her designate by September 1. These spring sabbatical leaves of absence are to be within the 4% allowable. The Sabbatical leave Committee will screen applications and make suitable recommendations to the Chancellor. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity to improve his/her plan and resubmit the application within a period of two (2) weeks from the date of notification that the plan is not acceptable.

4.14.6 Sabbatical Leave Agreement

As a condition of obtaining a sabbatical leave, the employee must execute a written agreement specifying the terms and conditions of the sabbatical leave including the employee's return to service for at least one year following a semester leave or two (2) years following a two (2) semester leave. The

368 agreement shall stipulate that the employee shall repay the District for all salary
369 and fringe benefits received during the sabbatical if the post-sabbatical service is
370 not met.
371

372 4.14.7 Report on Sabbatical Leave 373

374 Each employee returning from sabbatical leave must file with the sabbatical leave
375 committee chair a written report on the District approved form no later than thirty
376 (30) days after commencement of the semester following such leave. The
377 purpose of the report to the committee is to demonstrate compliance with the
378 approved sabbatical leave proposal and contract. The chair of the sabbatical leave
379 committee shall then submit the report to the sabbatical leave committee for its
380 consideration, and within a thirty (30) day period the committee shall by a
381 majority vote indicate approval or disapproval. Reports, accompanied by
382 committee recommendations, shall be presented to the Board of Trustees at a
383 subsequent meeting. Employees are expected to be present to supplement the
384 written report. If action by the Board of Trustees does not indicate full
385 compliance with the established terms and purposes of the approved sabbatical
386 leave proposal, the Board may deem such leave to have been in whole or in part a
387 leave of absence without pay and require said employee and company to make
388 financial restitution, in whole or in part, to the District within ten (10) months. In
389 no event shall the employee be assessed more than the amount of pay received
390 during the sabbatical period excluding pay for banked leave used during the time
391 period. An employee taking a sabbatical leave solely or partially for academic
392 study shall, within thirty (30) days after commencement of the semester following
393 such leave, provide the District with an official transcript of work. If, in the
394 course of the sabbatical leave, the committee determines that the employee is not
395 carrying out the leave proposal in good faith, the employee will be contacted and
396 granted ten (10) days to respond to the evidence. If the committee deems the
397 response unsatisfactory, it shall recommend to the Board of Trustees termination
398 of the sabbatical leave. The Board may immediately terminate the sabbatical
399 leave and one (1) order the employee back to a regular district assignment or two
400 (2) designate the remainder of the sabbatical leave a leave of absence without pay.
401

402 4.14.8 Return to Service After Sabbatical leave 403

404 At the expiration of the leave of absence of the employee, he/she shall, unless
405 otherwise agreed, be reinstated in the position held by him/her or in an equivalent
406 position to that held at the time of the granting of the leave of absence.
407

408 4.14.9 Salary Increase for Sabbatical Leave 409

410 Sabbatical leave shall count toward retirement and be considered as regular
411 service to the District for purposes of advancement on the salary schedule.
412 Employees on sabbatical leave shall be permitted to accept full-time positions for
413 pay only when such position provides an opportunity to upgrade knowledge or
414 abilities in a manner not immediately available otherwise. The District shall

415 adjust compensation for sabbatical leave downward such that the total
416 compensation shall not exceed the amount the employee could earn on campus
417 with a full teaching load, plus eight (8) hours' overload. This does not apply to
418 scholarships, fellowships, and other such grants.
419
420
421
422

423 424 4.14.10 Sabbatical Leave: Method of Payment 425

426 The compensation shall be paid the employee while on the leave of absence in the
427 same manner as if the employee were teaching in the District.
428

429 4.14.11 Accident or Illness during Sabbatical Leave 430

431 Interruption of the program caused by serious illness or accident during a
432 sabbatical leave, evidence of which is satisfactory to the District, shall not
433 prejudice an employee regarding the fulfillment of the conditions on which leave
434 was granted nor affect the amount of compensation to be paid such employee
435 under the terms of such sabbatical leave. However, the Chancellor, or his/her
436 designate, must be notified within thirty (30) days of such accident or illness.
437

438 4.15 RETRAINING LEAVE 439

440 4.15.1 Purpose of Leave 441

442 The purpose of the retraining leave is to provide tenured faculty the opportunity to
443 prepare for a change in discipline. The need for such retraining will be
444 determined by the District and may involve formal coursework, research, work
445 experience, or other related activity approved by the District.
446

447 4.15.2 Length of Leave and Compensation 448

449 The length of the retraining leave will be determined by the specific approved
450 retraining plan. Employees released from all or part of their normal assignment
451 for the purpose of retraining shall earn pay and benefits as though they were
452 working their normal assignment. The compensation shall be paid the employee
453 while on leave in the same manner as if the employee were teaching in the
454 District.
455

456 4.15.3 Application for Leave 457

458 Requests for retraining may be initiated by the faculty member or the District. If
459 a need for retraining exists, the appropriate administrator, in consultation with the
460 faculty member, will prepare a proposed retraining plan. The appropriate

461 administrator will submit a recommended plan for consideration to the College
462 President or his/her designee. Retraining plans are subject to the approval of the
463 Chancellor and the Board of Trustees.

464 465 4.15.4 Verification of Completion

466
467 Each employee on an approved retraining plan must submit a verification of
468 completion to the appropriate administrator. The verification of completion is
469 subject to the approval of the appropriate College President or his/her designee.
470 The verification may include, as appropriate, transcripts, verification of work
471 experience, research reports, etc. to demonstrate compliance with the approved
472 retraining plan. If the verification does not indicate full compliance with the
473 approved plan, the leave may be deemed to have been wholly or in part a leave
474 without pay requiring the employee to make financial restitution in whole or in
475 part to the District within ten (10) months. In no event shall the employee be
476 assessed more than the amount of pay received during the retraining leave period.
477

478 479 480 4.15.5 Return to Service

481
482 At the expiration of the retraining leave the employee shall be required to render
483 service to the District for a period of time that is twice the length of time of the
484 leave.
485

486 4.15.6 Salary Increase

487
488 Retraining leave shall count toward retirement and be considered as a regular
489 service to the District for purposes of advancement on the salary schedule.
490 Approved unit for courses of study during the leave may be applied toward salary
491 advancement per the established regulations governing salary changes.
492

493 4.16 BANKING LEAVE

494
495 Full-time contract faculty may request a leave of absence based on participation in the
496 Banking Leave program. Full-time faculty may request to be allowed to work beyond
497 contract for the purpose of participating in the Banking Leave program. Banking will be
498 an option available to full-time faculty of the district in lieu of payment. When a full-
499 time faculty member works beyond his/her regular contract or in a summer/intersession
500 assignment, he/she can choose either to bank the extra LHE/hours or to be paid for them
501 at the current part-time salary rate. Continuing education faculty may be granted
502 Banking leave on the basis of teaching hours per week. Banked LHE/hours may be
503 utilized to release the faculty member from a portion of his/her contractual obligation and
504 may be used for professional or personal reasons. If a replacement is necessary, the
505 assignment must be one that is replaceable by part-time staff. A faculty member may not
506 accumulate more than thirty-six (36) LHE/hours of banking leave. The maximum
507 duration of a full-time release will be one semester, unless the faculty member has a
508 medical condition or family situation that requires a leave of greater than one semester, or

509 the faculty member submits written notice to the district that he/she will retire at the end
510 of the banking leave in which case a leave of two consecutive semesters may be granted.
511 A one semester banking leave shall consist of fifteen (15) LHE at contract pay, plus up to
512 six (6) LHE at beyond contract pay. The accumulated banked LHE/hours and the
513 resulting time off have no effect on fringe benefits. Banking leave shall count toward
514 retirement and be considered as regular service to the District for purposes of
515 advancement on the salary schedule. There is no expressed or implied guarantee that
516 extra pay classes are available for "banking" in any given semester.

517
518 Only upon the retirement, resignation, or death of a faculty member, shall the cash value
519 of any unused banking leave be paid to the faculty member or his/her estate. Any such
520 payment shall be at the part-time/beyond contract rate in effect on the date of retirement,
521 resignation, or death.

522
523 No later than October 1 of each year, the District shall provide each faculty member with
524 a statement of the faculty member's banking leave balance as of the prior June 30. If the
525 faculty member believes that his/her banking leave balance is in error, he/she must notify
526 the Executive Vice Chancellor of Human Resources of the error no later than October 31.
527 The failure of a faculty member to notify the District of an error by the October 31
528 deadline shall constitute that faculty member's acknowledgment that his/her banking
529 leave balance is accurate and shall render any future claims of inaccuracy null and void.

530
531 The following are procedures to follow to apply for banking leave:

- 532
533 1. The faculty member must complete a banking application form (available in
534 Human Resources) and submit it to the supervising administrator prior to
535 banking LHE/hours. The faculty member must apply to bank the extra
536 LHE/hours prior to commencing work on the extra assignment. The faculty
537 member's decision to bank or receive pay for the extra LHE/hours shall be
538 irrevocable after work on the extra assignment has commenced.
- 539
540 2. A faculty member applying for Banking Leave must submit a written request
541 to the appropriate administrator during the time the schedule is being prepared
542 for the semester in which leave is requested. After consultation with the
543 appropriate administrator, approval for a leave will be granted if the leave will
544 not adversely impact the program.
- 545
546 3. If an applicant's full-semester leave is denied, the applicant may appeal the
547 decision to the appropriate College President. If the leave is denied by the
548 appropriate College President, the applicant may revise the application to use
549 banking leave on a partial basis, or may reapply for full-semester leave during
550 another semester.

551 552 4.17 ASSOCIATION LEAVE

553
554 The Association shall be provided a maximum aggregate of ten (10) days leave of
555 absence without loss of pay in any school year for matters related to the Association's

556 function as a bargaining agent. Days not used shall not be cumulative from year to year.
557 The Association shall pay for any substitutes assigned due to the use of this leave. The
558 cost for such substitutes shall be paid by the Association within thirty (30) days of receipt
559 of a District invoice. Association leave must be requested at least five (5) days in
560 advance, approved by the appropriate administrator, and approved by the Executive Vice
561 Chancellor of Human Resources as to availability of leave time. The use of Association
562 leave shall be accounted for in the same manner as the use of sick leave for a day or
563 portion of a day.

564
565
566
567 4.18 ASSOCIATION RELEASED TIME

568
569 A. Release time each year will be available to the Association, provided for as follows:

- 570
571 1. The District shall provide 70 LHE of released time each year to the Association
572 for on-going Association responsibilities. The Association shall determine the
573 allocation of the release time between the academic sessions (fall, spring and
574 summer).
- 575
576 2. The Association may purchase additional released time at the beyond contract
577 LHE rate. The additional released time must conform with the limitations defined
578 in 6.1.6.
- 579
580 3. The Association may purchase additional released time during the summer at the
581 part-time LHE rate. The additional released time must conform with the
582 limitation defined in 6.1.6.
- 583
584 4. Any purchased released time shall be paid by the Association within thirty (30)
585 days of the receipt of the district invoice.
- 586
587 5. The President of the Association shall contact the Executive Vice Chancellor of
588 Human Resources thirty (30) days prior to the first day of instruction for any term
589 during which released time is used in order to initiate the use of released time
590 referred to in Section 1,2,3, and 4 above.

591
592 B. The Association acknowledges that the released time specified in A1 and A3 above
593 shall include the activities of the Association's negotiating team. Negotiations will
594 not be scheduled during an Association team member's class period or scheduled
595 work hours.

596
597 C. This shall constitute "reasonable periods of release time" within the meaning of
598 Government code section 3543.1(c).

602 4.19 Parental Bonding Leave

603
604 Pursuant to Education Code 87780.1, unit members may take up to a maximum of 12 weeks of
605 leave for an absence occasioned by the birth, or the placement of a child in connection with
606 adoption or foster care, as provided by the California Family Rights Act (CFRA) codified in
607 Government Code Section 12945.2.

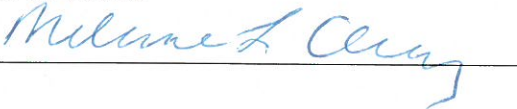
608
609 Unit members must use all paid sick leave for the purposes of parental leave. Unit members
610 taking this leave must have had scheduled assignments during the previous 12 months (excluding
611 Summer and Winter Intersessions) prior to the start of the leave.

612
613 A Full-time unit member whose sick leave, including current and accrued, has been exhausted,
614 shall be compensated at the extended absence rate for the remaining period of the parental leave
615 during which the unit member is assigned to work.

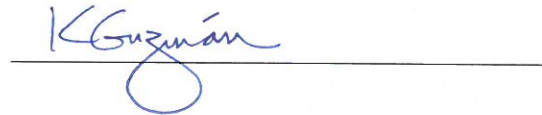
616
617 A Part-time unit member who has started an assignment in the fall or spring semester or during
618 winter or summer intersession and whose sick leave, including current and accrued, has been
619 exhausted, shall be compensated at the extended absence rate for the remaining period of the
620 parental leave or the end of the current semester/intersession assignment, whichever comes first.

621
622 Parental Leave must be taken within 12 months after the birth/placement of the child and during
623 a period that the unit member has an active scheduled assignment.

624
625
626
627 For the District

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627 For FARSCCD

628 
629 _____

ARTICLE 5
HEALTH AND WELFARE BENEFITS

5.1 ELIGIBILITY

Employees serving under a contract of 50% or more of a full-time equivalent are eligible for benefits as described below.

Full-time employees who voluntarily reduce their load assignments below 100% will retain their eligibility for the same benefits as a full-time employee.

5.2 BENEFITS

5.2.1 Medical/Dental Insurance

For calendar year ~~2017~~ 2018, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of ~~\$27,568.92~~ \$27,887.04 per member per year ("District Maximum Contribution"). Thereafter, the District Maximum Contribution shall be automatically increased by an amount not to exceed 6% in each succeeding year. If the annual premium renewal rates represent an aggregate increase of more than 6%, the District and FARSCCD agree to immediately reopen negotiations on this article.

Based on the 2017 rates, the District has approximately \$1.3 million in protective capacity available to address future increases over 6% and to stabilize rates in medical/dental insurance premiums up to the District Maximum Contribution.

5.2.2 Life Insurance

Effective October 1, 1989, the District will provide life insurance of at least \$50,000 for each eligible employee.

5.2.3 Other Contributions

Effective January 1, 2017, the District will contribute up to \$1,750 per year to eligible employees serving under a contract of 75% or more. A contribution of up to \$1,750 per year will be prorated for those eligible employees serving under a contract of 50% up to 75% based on the percentage equivalent to the employee's contract percentage. The employee can assign this contribution or any part of it toward dependent or employee medical/dental coverage, or other approved deductions consistent with IRS regulations.

5.2.4 Dependent Medical/Dental Coverage

Premium contributions not covered under Section 5.2.3 shall be made through authorized payroll deductions.

48
49 Dependent shall include an employee's spouse, domestic partner, child,
50 stepchild and the children of the domestic partner of the employee.
51

52 5.2.5 Medically Disabled Staff – Continuation of Benefits
53

54 Employees who have exhausted all paid sick leave and who are unable to
55 return to service due to verified medical disability may continue the
56 benefits described under section 5.2 for up to twelve (12) months under
57 the following conditions:
58

- 59 A. The employee must be under a district-approved leave of absence
60 following exhaustion of all paid sick leave;
61
62 B. If required by the District, employee must accept examination by a
63 district-approved physician;
64
65 C. The portion of the premium paid by the District will not exceed the
66 amount paid by the District for an active employee of the unit.
67

68 The continuation of benefits described herein is not renewable for the
69 same condition or illness occurring within a one-year time frame.
70

71 5.3 DISTRICT JOINT BENEFITS COMMITTEE:
72

73 FARSCCD shall have two (2) representatives on the Joint Benefits Committee. FARSCCD's
74 participation in the Committee shall not relieve the District of its obligation to immediately open
75 negotiations as specified in Article 5.2.1.
76

77 5.4 RETIREE COVERAGE
78

79 For the purposes of this section, retirement is defined as a faculty member's termination
80 from full-time District employment which is concurrent with his/her retirement under
81 STRS and/or PERS.
82

83 5.4.1 District Contributions
84

85 Retired unit employees and eligible dependents shall receive district-paid benefits
86 in accordance with the current medical/dental plans (see Section 5.2.1) based
87 upon the following eligibility criteria:
88

89 For employees whose first paid date of contract service is prior to May 31,
90 1986, who have fifteen (15) years of service, the District will pay its
91 portion of the insurance premium for life.
92

93 For employees whose first paid date of contract service is on or after May
94 31, 1986, who subsequently qualify for the foregoing fifteen (15) year

95 retiree service benefit, the District will pay its portion of the insurance
96 premium until the retiree reaches age 70, after which such retirees may
97 continue coverage at their own expense.
98

99 Employees retiring on or after July 1, 1975, with less than fifteen (15) but
100 with ten (10) or more years of service to the District may participate in
101 medical/dental benefits by paying their own premiums.
102

103 ~~5.3.1~~ 5.4.2 Range of Coverage
104

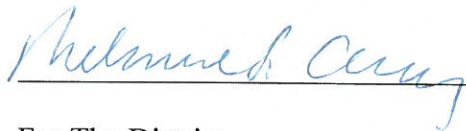
105 Eligible retirees will receive the same medical coverage as current employees
106 until reaching age 65 at which time coverage will be provided under a
107 supplementary policy.
108

109 ~~5.3.2~~ 5.4.3 Surviving Dependents
110

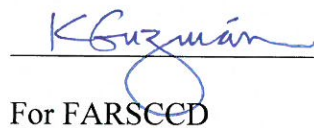
111 Surviving dependents may continue coverage at their own expense.
112

113 ~~5.4~~ 5.5 Social Security Alternative
114

115 Effective July 1, 1997, all part-time faculty who are not members of the State Teacher's
116 Retirement System (STRS) shall be enrolled in the Public Agency Retirement System
117 (PARS) in lieu of social security. The part-time faculty member shall contribute 6.2% of
118 his/her earnings to this plan and the District shall contribute an amount equal to 1.3% of
119 the faculty member's earnings to this plan. All administrative costs associated with this
120 plan shall be paid from the 1.3% District contribution. If the administrative costs
121 associated with this plan exceed the amount contributed by the District, the District shall
122 pay those additional costs.
123

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127 _____

128 For The District
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For FARSCED

ARTICLE 6
INSTRUCTIONAL HOURS,
DUTIES AND WORK LOAD

6.1 WORKLOAD

6.1.1 Work Year

A. Credit Instructors

The standard contract year is one hundred seventy-five (175) days of service designated by the Instructional Calendar (see Appendix C).

B. Coordinators, Librarians and Contract Education Instructors and Other Categories not considered Traditional Instructional Faculty

The standard contract year is one hundred seventy-five (175) days of service as designated by the instructional calendar (Appendix C) or a July 1 – June 30 calendar year as mutually agreed between employee and supervisor. Days assigned beyond the 175 days of instruction will be assigned in accordance with the defined work week for coordinators, librarians, and Contract Education instructors.

C. Non-credit Full-Time Instructors

The standard contract year for continuing education full-time instructors is one hundred seventy-five (175) days of service, as designated by the annual continuing education (CE) calendar (Appendix D).

D. College Counselors, Health Services Faculty, and Distance Education Coordinator

The standard contract year is one hundred ninety-two (192) days of service within the period beginning the last work day of July and concluding no later than the second week of the summer session for credit counselors, and no later than the first week of the summer session for non-credit counselors. All counselors assigned to the credit instructional program shall work the two weeks of registration prior to the start of classes each semester. Counselors assigned to the non-credit instructional program shall work the one week prior to the start of classes each semester. The remaining work weeks shall be based upon programmatic need.

Yearly assignment schedules for each counselor will be finalized by June 1.

Tentative Agreement between RSCCD and FARSCCD
September 26, 2018

E. Public Safety and Institutional Effectiveness /Assessment Coordinators

The standard contract year is two hundred twenty five (225) days of service within the calendar year, July 1 – June 30 as mutually agreed upon between the employee and the supervisor.

F. STRS Full-time Equivalent Definitions

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a full time equivalent annual assignment is defined as follows:

College Credit Instructors	525 hours (15 hrs. x 35 wks.)
Non-Credit (Adult Education) Instructors	875 hours (25 hrs. x 35 wks.)
Librarians	1120 hours (35 hrs. x 32 wks.)
Counselors and Health Services Faculty	1365 hours (35 hrs. x 39 wks.)

6.1.2 Scheduled Assignment

For all faculty (teaching and non-instructional) an assignment scheduled for fewer than four (4) days is subject to approval by the supervising administrator and the appropriate College President. All instructional faculty shall fulfill professional duties that include teaching, preparation, maintenance of office hours, and other duties. Instructional faculty shall not be required to schedule office hours on days in which they are not assigned a class.

6.1.3 Work Week

A. College Credit Instructors

The standard work week is to average forty (40) hours. The standard instructional work week shall consist of fifteen (15) LHE of classroom assignments, fifteen (15) hours of preparation, five (5) office hours, and five (5) hours of institutional service.

B. Non Credit Instructors

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The standard work week is to average forty (40) hours. All full-time non-credit teaching faculty shall be assigned twenty-five (25) teaching hours per week. No less than five (5) of those teaching hours shall be released for program facilitation activities. Five (5) office hours shall be posted and maintained in accordance with the needs and convenience of students and the community.

C. Counselors

The standard work week for counselors shall average forty (40) hours, with thirty-five (35) hours assigned, including twenty five (25) hours of direct student contact. The twenty-five (25) hours of student contact is defined as any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The remaining ten (10) hours can be used for official college assignments, such as coursework preparation, counseling preparation, institutional meetings, and other departmental activities (see Appendix M for instructional assignments). Any assignments over and above thirty-five (35) hours per week shall be considered beyond contract assignments until one hundred ninety-two (192) days of service are completed.

The counseling administrator by mutual agreement with the counselor may modify the work week schedule.

D. Coordinators, Contract Education Instructors, Health Services Faculty, Librarians, Special Services Faculty, and Other Categories not considered Traditional Instructional Faculty

The standard work week for contract education instructors, librarians, coordinators special services faculty, and other categories not considered traditional instructional faculty is to average forty (40) hours with thirty-five (35) hours assigned. For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

For Health Service faculty, the standard work week is to average forty (40) hours on campus.

Nursing instructors are not considered Health Services staff within the meaning of this section.

E. Part-time Credit Faculty

The maximum assignment for part-time faculty shall be limited to 67% of the hours per week considered a full-time assignment for faculty having comparable duties, except for assignments exempted from this limitation by

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statute. For classroom instructors, 67% of a comparable full-time assignment shall consist of no more than ten (10) LHE per semester of classroom assignments, and ten (10) hours of preparation, per semester.

The maximum workload for part-time counselors, contract education instructors, librarians, coordinators, special services faculty, Health Services faculty and other categories not considered traditional instructional faculty shall average 23 hours per week during the fall/spring semesters.

Any work performed by part-time faculty during the summer and intersession is exempt from the 67% load limitation.

6.1.4 Teaching Load – Credit Instructors

Normal teaching load for full-time credit faculty shall be thirty (30) teaching units per school year. Classes are normally equated in terms of one teaching unit (LHE) equaling one lecture hour. Laboratory units will be assigned on a 0.90 ratio of a lecture hour, effective January 1, 2015. With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation. Effective July 1, 2017, the lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)

No contract will be issued for less than nine (9) LHE per semester. Regular college instructors employed on a partial basis shall be paid on a pro-rata rate.

Although the normal teaching load is fifteen (15) LHE per semester, faculty may have, with mutual agreement between the supervising administrator and the faculty member, more or less than fifteen (15) LHE per semester as long as thirty (30) LHE is obtained for the contract year. To qualify for a full teaching load, any faculty member with an assignment for fewer than fifteen (15) LHE during the fall semester may satisfy his or her contractual obligation by any of the following ways:

1. Carry a load in the spring semester which will, when combined with the fall load, equal thirty (30) LHE
2. Use banked LHE
3. Agree to a reduced contract.

For assignments in work experience and independent studies the load credits may be adjusted on the basis of student contact hours.

Instructors assigned to teach the following compositions courses, English 061, English 101, English 102, English 103, EMLS 109, EMLS 110, and EMLS 112,

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ACE 102, ACE 116, Legal Assistant 246, Legal Assistant 248, Spanish 213 and qualifying composition courses meeting the same standard, shall receive an additional 0.5 LHE per section, paid at the part-time/beyond contract rate.

6.1.5 Teaching Load – Non-Credit Instructors

Contract instructional loads may be annualized. Overloads may be assigned another semester or quarter to offset underloads for any one semester on an hour-for-hour basis.

6.1.6 Beyond Contract

Full-time faculty with satisfactory performance will have first consideration for beyond contract, intersession, and summer school assignments within the college department of their primary assignment.

After full-time faculty in a department have been given the initial opportunity to accept or not accept such assignments, the remaining class sections will be assigned as follows:

When beyond contract, intersession or summer assignments are not available in departments of their primary assignment, full-time faculty with satisfactory performance (who have FSA's that qualify them to teach in other departments), will receive consideration for those other assignments, after full-time faculty assigned to those departments and prior to part-time faculty. This section only applies to assignments at the college to which the full-time faculty member is currently assigned. This applies to assignments offered in categorically funded programs unless the program has specific qualifications or training included in the funding requirements.

After full-time faculty have had their first consideration opportunity for class assignments, part-time faculty will receive their opportunity for regular semester, intersession and summer school assignments. After a part-time faculty member has been offered and accepted such an assignment, that assignment cannot be rescinded and given to a full-time faculty member unless that assignment is required for the full-time faculty member to receive a full contract load.

A beyond contract assignment for college instructors will be limited to ten (10.0) LHE per semester. Exceptions may be granted by the appropriate College President or his/her designee. Office hours approximating one (1) hour per week for a four (4) LHE assignment will be maintained.

Each assigned teaching unit in excess of fifteen (15) in the fall semester will be compensated at the approved beyond contract rate. When extra pay has been received for the fall semester, and the spring semester assigned load is less than

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fifteen (15) LHE, the fall beyond contract assignment may be used to complete the spring semester assigned load. In this case, repayment of the fall extra pay amount will be made through salary deduction. Each assigned LHE in excess of thirty (30) in the academic year will be compensated at the approved beyond contract rate.

6.1.7 Extended Contract

Non-teaching assignments requiring work beyond the 175 days in the standard contract for instructors, coordinators, librarians, staff shall be compensated for at the daily rate of 1/200 of the individual annual rate. Non-teaching assignments requiring work beyond the 192 days in the standard contract for counselors and health services faculty shall be compensated for at the daily rate of 1/220 of the individual annual rate. Non-teaching assignments requiring work beyond the 225 days for Public Safety Coordinator is 1/257 of the individual annual rate.

6.1.8 Office Hours – (Full-time Teaching faculty)

Five (5) office hours per week shall be posted and maintained in the faculty members' offices in accordance with the needs and convenience of the students and community members. Faculty who teach online courses or are on approved leave shall have their office hours reduced by the ratio of 1 hour per 3 LHE of online courses taught.

6.2 NON-CONTRACT FACULTY EMPLOYMENT PREFERENCE RIGHTS

Non-contract faculty who have been employed for eight (8) semesters or more, and have been assigned at least one class for at least three semesters which occurred in the most recent two (2) years, and whose two most recent evaluations indicate a rating of "meets expectations" in all categories shall be granted employment preference rights. Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for one (1) class in their discipline, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. This class will be assigned from those that the instructor has taught during the four (4) years or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The class assignment shall be made within the time period the non-contract faculty member has designated as preferable if appropriate classes are scheduled in that time period and are available for non-contract assignment. The non-contract faculty with employment preference rights shall be assigned a class in order of priority provided that the instructor is available to teach the class.

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6.2.1. Priority Lists: Reemployment preference priority rights will be based upon all courses the instructor has previously taught at their college within their department during the four (4) years or more period and/or those that the department chair and division dean mutually agree that the instructor is qualified to teach. Divisions shall establish priority lists of faculty by discipline. The lists shall be ordered by initial date of hire into their college within their department, then if a tie, by the number of sections previously taught at their college within their department, and then if a tie, by lottery.

6.2.2 Suspension of Employment Preference Right: This employment preference right is suspended when a non-contract faculty member receives an evaluation performance rating of “does not meet expectations” in any category or has a break in service wherein the non-contract faculty member has not taught in Fall or Spring semesters for two (2) years or more. The employment preference right is reinstated when the non-contract faculty member receives two (2) consecutive “meets expectations” evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the instructor actually teaches and will include classroom visitations and student evaluations.

6.2.3. Contingent Status of Re-employment: In all cases, non-contract faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No non-contract faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that non-contract temporary faculty member.

6.2.6.3 OTHER FACULTY DUTIES – CREDIT AND NON-CREDIT

6.2.16.3.1 Council Assignments, Meetings

Participation in council or committee assignments, course development, meetings, conferences, office hours and other college/district activities is a part of the contractual responsibility.

6.2.26.3.2 Commencement

Full-time faculty members shall participate in the commencement ceremony for the college or continuing education school to which they are primarily assigned.

6.2.36.3.3 Release Time, Compensation and Stipends for Extra Service Assignments

The District shall compute, according to established criteria, the annual released time and stipend recommendations for extra service assignments. Such stipends and released time shall be subject to the approval of the Board of Trustees upon the recommendation of the Chancellor. The Association will be informed of changes in the released time allotment in a timely manner.

Additional responsibilities for faculty shall be compensated on a ratio of 1 LHE for every 36 hours of required work.

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6.2.46.3.4 Large Group Instruction

Extra pay and instructional aide hours will be allocated in accordance with the chart listed below. Sections for LGI qualification must be pre-approved. Enrollment limits will be pre-determined at the beginning of the registration period. Limit and LGI qualification changes require administrative approval.

Qualification counts for the Bonus LHE and weekly instructional aide hours are determined on the final date of late registration. Head count may be required and/or substituted for the computer count. For eight (8) week classes, instructional aide hours will be provided to LGI classes at 1.5 times the rates in the table below. Aide hours for terms of other lengths may be prorated within this framework.

	LHE bonus factor per 3 LHE Class	IA Hours Weekly per 3 LHE class	Additional Weekly Office Hours per 3 LHE class
60 to 69	0	5	0.50
70 to 79	0.75	5	0.50
80 to 89	1.50	7	1.00
90 to 99	2.25	7	1.00
100 to 119	3.00	9	1.50
120 to 139	3.75	11	1.50
140 to 159	4.50	13	2.00
160 & above	5.25	15	2.00

6.2.56.3.5 Department/Chair Duties, Released Time/and Compensation

The duties and responsibilities common to all department chair assignments are presented in Appendix K-1. The released time for instructional department chair assignments shall be determined through negotiated formula and presented in Appendix K-2. Other department chair assignments, e.g. Counseling, Library, etc. are presented in Appendix K-3. A department chair may have up to five (5.0) LHE of release time as part of the chair's contract load. The value of any department chair assignment in excess of five (5.0) LHE shall be paid at the Part-time Beyond Contract rate.

6.2.66.3.6 Academic Senate Released Time

Effective July 1, 2017, tThe District will provide thirty-two (302) LHE/semester for the Santa Ana College Academic Senate which includes compensation for the faculty chair of the Curriculum Council and thirty-two (302) LHE/semester for the Santiago Canyon College Academic Senate. The Senates will provide the District individual allocations in a timely manner during the planning schedule for each term, Fall and Spring. This section of the agreement shall not be subject to the reopener provisions in Article 1.3.

6.36.4 MULTIPLE SITE ASSIGNMENTS

6.3.16.4.1 Assignments

The District will attempt not to assign a faculty member to more than one instructional site during day hours of instruction. Faculty members will be consulted prior to such assignments being confirmed.

6.3.26.4.2 Mileage

If a faculty member's contractual assignment or responsibility requires work on a scheduled basis at more than one site in a day, the employee shall be eligible for mileage reimbursement for the travel between the sites. This includes council work, department meetings and Academic Senate meetings.

6.46.5 FLEXIBLE CALENDAR

6.4.16.5.1 Instructional Faculty – Contract/Non-Contract

Each instructor shall submit a written plan to the appropriate administrator designating two (2) staff development days, of six (6) hours each, for appropriate individual or group activities plus four (4) days each fiscal year, which will be designated as common days for college, division, or departmental activities. Full-time instructors will be required to be on campus on these common designated days. Department activities have priority on one of the two common days each semester. Any changes in procedures or timelines for plan submission will be prepared in consultation with the Association and distributed by the District.

The appropriate administrator shall review and sign each staff development plan to insure that each plan is in accordance with Title V regulations and district policies. If the proposed plan is not approved by the appropriate administrator, a faculty member may, within ten (10) days, appeal the decision in writing to the appropriate College President or his/her designee.

Notwithstanding the right of the District not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the District, the College President or his/her designee will approve the plan if it is in accordance with Title V regulations, district policies, and district needs. The decision of the College President or his/her designee is final.

The approved plan is a legally binding contract. Failure to submit a plan on time, or failure to complete part or all of the plan, will result in a proportionate reduction in compensation.

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Development plans submitted by contract instructors shall constitute contractual obligations as outlined in the unit contract. Specifically, instructors shall have a thirty (30) hour scheduled commitment per week. Plans for non-contract instructors shall constitute 1.5 times the weekly contact hours. For non-contract instructors, staff development activities will be scheduled and organized by the administration and attendance at such activities is a required contractual obligation. A pro-rated number of staff development days will be computed for instructors on reduced contract, partial contract, and sabbatical leave assignment.

6.4.26.5.2 Counselors, Coordinators, Librarians, Health Service Staff, Special Services Faculty, and Other Categories not considered a Traditional Instructional Faculty.

The above staff may submit a staff development plan that may include up to the number of days available for instructional faculty. The days are flexible within the instructional calendar year.

Following consultation with staff, the district shall distribute policies and procedures for implementing the appropriate plan(s).

The appropriate administrator shall review and sign plans that are in accordance with district policies. If the proposed plan is not approved, the staff member may within ten (10) days, appeal the decision in writing to the appropriate College President or his/her designee. The decision of the College President or his/her designee is final. The district reserves the right not to release staff if it is deemed in the best interest of the district.

The approved plan is a legally binding contract. Failure to complete part or all of the plan will result in a proportionate reduction in compensation. Development plans submitted by faculty for flex days shall constitute contractual obligations.

6.4.36.5.3 Continuance of the Flexible Calendar

The Board of Trustees retains the right to determine, after consultation with faculty and staff, whether to continue the flexible calendar format for subsequent academic years.

6.56.6 SUMMER PROGRAM – (See Section 7.2 Summer School Salary Schedule)

Salary Schedules

6.5.16.6.1 Schedule A

All academic college credit employees who were employed on contract during the preceding academic year shall be paid on the basis of 1/40 of the appropriate step

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among the first five (5) steps of the basic salary schedule in effect as of June 1 for each lecture hour equivalent taught during the period following the end of the Spring term. Compensation for health services faculty, counselors, librarians, and laboratory assignments will be computed at 0.85 of a lecture hour. Effective July 1, 2017, the lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)

A maximum assignment of 1 1/2 LHE per week will be allowed for all instructors during the summer and intersession programs. This is a weekly assignment maximum, not an average or aggregate of total weeks taught during a summer session. This results in up to a maximum of twelve (12) LHE for the summer and six (6) LHE for the intersession program.

~~A maximum assignment of 1 1/2 LHE per week will be allowed for all instructors, up to a maximum of twelve (12) LHE for the summer and six (6) LHE for the intersession program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.~~

A maximum assignment of twenty-seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the twenty-seven (27) hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

Schedule B

Part-time credit faculty will be paid at the LHE part-time rates in effect as of June 1 for lecture and laboratory. Part-time assignments in library, health services and counseling shall be paid at 0.85 of the LHE rate shown.

Schedule C

All college non-credit, full-time employees who are on contract during the preceding academic year and are continuing on contract for the ensuing academic year shall be paid on the basis of 1/640 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each hour of class taught during the summer. Full-time instructors assigned to teach the Learning Disabilities Laboratory course shall be paid at 0.85 of the appropriate rate on this schedule. A summer session assignment shall not exceed a total of one hundred seventy (170) hours.

6.66.7 PARKING

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Effective July 1, 2017, the parking fee rate will be \$50 per year for all full-time unit members. Full-time Faculty with less than a full academic year assignment will pay a prorated amount. The parking fee for adjunct faculty will be \$20 per semester.

For The District

Melanie A. Alley

For FARSCCD

I. Guzmán

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**ARTICLE 7
SALARIES**

7.1 SALARY SCHEDULES – CONTRACT YEAR

~~7.1.1~~ 7.1.1 A. The parties District agrees to the institutional goal to maintain not less than ninth (9th) place in the relative rank of the tenth active step on Class VI. Relevant salary schedules in effect on March 1 of each year will be reviewed by March 31 of each year by March 1 of each year to determine relative rank. Basic Aid districts shall be excluded from the ranking determination. Any additional compensation required to maintain relative rank will be paid on schedule effective on the subsequent July 1 after negotiations are complete. The amount of the on-schedule payment shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step. The percentage adjustment required to maintain not less than ninth (9th) place shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step.

The parties have entered into a Memorandum of Understanding (MOU) forming a Joint Task Force on the 9th Place Ranking. That MOU is incorporated herein by reference.

- ~~i) For 2013-14, provide one step movement on the full-time salary schedules to all unit members who are entitled to step movement, retroactive to July 1, 2013.~~
- ~~ii) Provide step restoration by placing all eligible faculty at the step placement they would have reached if there had been no freeze of step movement in 2009-10 and 2010-11.~~

A. 2017/18 Salary: The interim 2016/17 faculty salary schedules will be increased by 3.546% retroactive to the first day of the unit member's respective work year for 2017/18 as defined in Article 6.1.1 – Work Year. For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts.

B. 2018/19 Salary: The 2017/18 faculty salary schedules will be increased by 1.894% effective the first day of the unit member's respective work year for 2018/19 as defined in Article 6.1.1 – Work Year. For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts. These schedules will be the basis for future salary negotiations and are included as Appendices E-J.

46 ~~B.C.~~ The salary schedule for faculty on one hundred seventy-five (175) day
47 contract is shown in Appendix E. The salary schedule for counselors and
48 Health Services faculty on 192 day contracts is shown in Appendix F. The
49 salary schedule for Public Safety and Institutional Effectiveness &
50 Assessment Coordinators on 225 day contracts is shown in Appendix G.
51

52 ~~C.~~ The dollar value of each Longevity Step (A, B, and C) for columns VI and VII
53 on the full-time salary schedules shall be increased by 50%, effective July 1,
54 2013.
55

56
57 ~~D.~~ Add one step the Part-time/Beyond Contract Salary Schedule. The hourly rate
58 for the additional step will be 5% higher than the previous step.
59

60 ~~E.~~ The District shall add an MA+30 column to the Part-time/Beyond Contract
61 salary schedule, effective 1/1/15. Full-time faculty currently placed on Class
62 IV-VII of the full-time salary schedules will automatically be placed on the
63 MA+30 column. Part-time faculty who possess at least 30 semester units
64 beyond the Master's Degree will be placed on MA+30 column effective on
65 the first day of the semester following the submission of official transcripts to
66 the District documenting the coursework.
67

68 7.1.2 Class Placement Requirements for Initial Placement and/or Class Changes 69

70 Class I (a) Bachelor's Degree

71 (b) CTE Placement – Community College Credential
72

73 Class II (a) Master's Degree

74 (b) Bachelor's Degree plus 45 approved semester units earned after
75 award of the degree

76 (c) CTE Placement – Appropriate Minimum Qualifications plus one of
77 the following:

78 (1) A.A. Degree or 65 approved semester units, plus six years
79 approved work experience credit

80 (2) Bachelor's Degree plus three years approved work experience
81 credit
82

83 Class III (a) Master's Degree plus 15 approved
84 semester units earned after award of degree

85 (b) Bachelor's Degree plus 49 approved semester units including a
86 Master's Degree

87 (c) CTE Placement – Appropriate Minimum Qualifications plus one of
88 the following:
89

90 (1) A.A. Degree plus 30 approved semester units, or 95 approved
91 semester units plus nine years approved work experience credit.

- 92 (2) Bachelor's Degree plus six years approved work experience
93 credit
94 (3) Completion of 15 approved semester units after initial placement
95 on Class II
96

- 97 Class IV (a) Master's Degree plus 30 approved semester units earned after award
98 of the degree
99 (b) Bachelor's Degree plus 64 approved semester units including a
100 Master's Degree
101 (c) CTE Placement – Appropriate Minimum Qualifications plus one of
102 the following:
103 (1) Bachelor's Degree plus nine years approved work experience
104 credit
105 (2) Completion of 15 approved semester units after initial placement
106 on Class III
107

- 108 Class V (a) Master's Degree plus 45 approved semester units earned after award
109 of the degree.
110 (b) Bachelor's Degree plus 79 approved semester units including a
111 Master's Degree
112 (c) CTE Placement – appropriate Minimum Qualifications plus one of
113 the following:
114 (1) Bachelor's Degree plus 45 approved semester units, plus nine
115 years approved work experience credit.
116 (2) Master's Degree plus nine years approved work experience
117 credit.
118 (3) Completion of 15 approved semester units after initial placement
119 on Class IV
120

- 121 Class VI (a) Master's Degree plus 60 approved semester units earned after award
122 of the degree.
123 (b) Bachelor's Degree plus 94 approved semester units including a
124 Master's Degree
125 (c) CTE Placement – Appropriate Minimum Qualifications plus one of
126 the following:
127 (1) Master's Degree plus 15 approved semester units, plus nine years
128 approved work experience credit
129 (2) Completion of 15 approved semester units or nine years of
130 approved work experience credit after placement on Class V.
131

132 Class VII (a) Doctorate Degree
133

134 7.1.3 Initial Placement 135

136 A. Class Placement 137

138 All academic employees at the time of issuance of their first contract shall be
139 placed in a class and step according to professional training and experience as
140 established by the provisions of the schedule. All units taken after earned
141 degrees must be related to the staff assignment to be approved. Supporting
142 transcripts for placement beyond Class I must be submitted within forty-five
143 (45) days after the effective date of the contract. No changes in class
144 placement shall be made after December 31 of the employee's first contract
145 year except through the provisions for vocational placement and/or change of
146 classification.

147
148 This provision includes new employees hired as administrators. When an
149 administrator returns to teaching, counseling, or other non-administrative
150 assignment, the academic placement at the time of first employment will
151 determine placement on the basic schedule. Similarly, all vocational
152 instructors will be assigned initial academic placement to which they will
153 revert from vocational placement if they change assignments.

154
155 An employee entering contract status for the first time may be granted a
156 maximum of eight (8) years credit:

- 157
158 1) On a year-for-year basis for full-time teaching or other academic
159 employment. Credit shall not be given for a year's experience unless the
160 employee has served 75% or more of the school days of that year on a
161 full-time teaching or other academic assignment.
162
163 2) On a basis of one (1) year for each twenty-four (24) lecture units or
164 equivalent of part-time assignments. The number of years credit cannot
165 exceed the number of years that the employee has served in part-time
166 assignments. For Continuing Education instructors an accumulated 504
167 hours of instruction, which will equal one semester of experience credit
168 (as verified by Human Resources).
169
170 3) On a basis of one (1) year for each two (2) years of full-time employment
171 (non-academic) in an activity directly related to the assigned faculty
172 service area.
173
174 4) Step placement credit required in 1), 2), and 3) above cannot be earned
175 simultaneously.

176
177 B. Career Technical Educations (CTE)

178
179 The intent of CTE placement is to recognize the value of work experience as
180 an alternative to course work for instructors of career technical education
181 subjects. The work experience must be directly related to the teaching
182 assignment.
183

184 Only instructors meeting the Minimum Qualifications in designated
185 community college CTE subjects and assigned at least 50% to CTE programs
186 as defined in the State Plan for Career Technical Education are eligible for
187 CTE placement.

188
189 Full-time work experience occurring within the last sixteen (16) years may be
190 substituted for full-time teaching experience. Creditable years not used for
191 class placement will be applied toward step placement on a one for one basis
192 up to the maximum entry step allowable. Teaching experience shall not be
193 combined with work experience.

194
195 C. Military Credit

196
197 Military service in the Armed Forces of the United States which is directly
198 related to the teaching assignment may be applied toward placement.

199
200 D. Rehire Policy

201
202 Employees returning to the college after an absence of not more than thirty
203 nine (39) months shall be placed on the schedule at the next highest step than
204 that on which they served their last full year.

205
206 7.1.4 Change of Classification

207
208 A. Creditable Units

209
210 Credit accumulated after initial employment as a result of college level study
211 may be used for transferring from one class to another across the salary
212 schedule. Such credit must be for no fewer than nine (9) upper division or
213 graduate level semester units and no more than six (6) lower division semester
214 units except as stipulated in C.2. All units must be from a college or
215 university that has regional accreditation. Lower division units taken by
216 instructors in disciplines in which they normally teach must be taken at
217 colleges or universities other than Rancho Santiago Community College
218 District. Units must be directly related to the improvement of the instructional
219 programs.

220
221 B. Work Experience

222
223 Credit equivalency for work experience may be earned by instructors through
224 approved employment, subject to administrative approval. The appropriate
225 Department chair, where one is designated, will make initial review and
226 approval prior to administrative review and approval. (See REGULATIONS,
227 Item 7, below).

228
229 C. Regulations

230
231 Method and regulations governing such changes of salary class are as follows:
232

- 233 1. All work taken for change of salary class or vocational placement shall be
234 completed by September 15 of the year in which the change becomes
235 effective.
236
- 237 2. No more than six (6) lower division semester units may be used for each
238 change of class including Rancho Santiago District Staff Development
239 course units. The six (6) unit maximum for lower division course units
240 may be waived (1) for vocational, computer applications, or foreign
241 language programs in which upper division course work is not available or
242 appropriate; (2) in approved retraining programs; or (3) when credit
243 equivalency for work experience is applied. The waiver requires prior
244 approval by the supervising administrator and the College President. The
245 amount of credit for correspondence course, seminars, or any other course
246 work of less duration than a regular semester, quarter, or summer session
247 will be subject to the recommendation of the supervising administrator.
248
- 249 3. All transcripts showing evidence of work taken toward change of salary
250 class must be on file with the Human Resources Office not later than
251 October 15 of the year in which the change of salary class is to take place.
252
- 253 4. When an earned doctorate is involved, the degree shall be recognized for
254 salary credit when the institution granting the degree certifies that all
255 requirements were met prior to October 15 of the year in which the change
256 of salary class is to take place, and such certification is on file in the
257 Human Resources Office.
258
- 259 5. Changes of salary class shall be presented to the Board of Trustees not
260 later than the second meeting in December.
261
- 262 6. A grade of C, or better, must be earned in all course work submitted for
263 salary advancement.
264
- 265 7. Credit equivalency for work experience may be obtained on the basis of
266 equating fifty four (54) hours of approved employment to one (1) semester
267 unit of course credit. Such work experience credit must be combined with
268 at least five (5) semester units of course credit to advance to a higher class.
269

270 D. Non-course Professional Work and Activity
271

272 Non-course professional work and activity, as defined below, may be used
273 for advancement to Class II, III, IV, V, or VI on the current salary
274 schedule, but may not be used for advancement to Class VII (Doctorate).
275 Applications seeking credit for non-course professional work and activity

276 is to be made within the time lines described in Section 7.1.4.C above.
277 Non-course work shall apply for class advancement only and not for initial
278 placement at time of hiring. In the areas to follow, all items are to be
279 documented by the applicant on the District approved forms. Applications
280 for credit are to be approved by the appropriate College President or
281 designee. These units apply only to full-time credit or non-credit tenured
282 faculty. A faculty member may accumulate a lifetime maximum of thirty
283 (30) units for all research and creative activity and professional activities.
284

285 Applications for approval of non-course professional activity units will be
286 returned to the Human Resources Office, which will forward the
287 applications to the District Review Committee. The review committee
288 comprised of one representative from the Association, one representative
289 from the Academic Senate, and one representative from the administration
290 shall review all applications and determine the number of units to be
291 awarded for each activity.
292

293 1. Research and Creative Activity

- 294
- 295 a. An original article in the faculty member's present job description
296 or field of teaching that is published in a professional journal may
297 earn 0.5 to 1.5 units, depending upon the scope. The journal must
298 have an editorial board that reviews and selects articles for
299 publications.
300
- 301 b. An original published document or major revision of an original
302 published document (e.g., textbook, workbook, or manual) for
303 classroom use may earn one (1) to five (5) units, depending upon
304 scope. This option does not apply to regular classroom materials
305 such as course syllabi, outlines, and handouts.
306
- 307 c. A book or text in the faculty member's present field may earn one
308 (1) to five (5) units depending upon scope. Self-published books
309 shall not be considered except where they have been in evident use
310 and benefit to the students in the classroom.
311
- 312 d. An original score and/or published lyrics may earn 0.5 to three (3)
313 units depending upon scope. Such music should be of evident use
314 in the classroom and must be copyrighted.
315
- 316 e. Other products of research or creative activity which show
317 evidence of professional growth on the part of the faculty member
318 may earn from 0.5 to three (3) units depending upon scope.
319

320 2. Professional Activities

321

- a. The presentation of a scholarly paper or other original professional material relevant to the faculty member's present field of employment at a conference, workshop, seminar or gallery showing, which shows evident research and is not merely extemporaneous in nature, may earn 0.5 to one (1) units depending upon scope.
- b. Holding a position of leadership on the association's Executive Board or the Academic Senate or being chair or co-chair of District councils or committees for three (3) or more consecutive years may earn one (1) to three (3) units for each year.

7.1.5 Longevity Steps

Longevity steps will be awarded to eligible District faculty members. Eligibility for the steps will be based on the following:

Step A- Member is eligible after three (3) years on Class VI or Class VII at the maximum step 16.

Step B – Member is eligible three (3) years after placement on Step A.

Step C – Member is eligible three (3) years after placement on Step B.

7.2 SALARY SCHEDULES – SUMMER SCHOOL

7.2.1 Schedule A

- A. Schedule A applies to academic credit faculty members who were under contract the academic year preceding summer school.
- B. Placement on Summer Salary Schedule A is according to Class and Step placement as of the Spring semester immediately preceding summer school.

7.2.2 Schedule B

- A. Summer Salary Schedule B applies to all non-contract college credit academic employees.

~~The rates effective Summer 2013 are based on Schedule B:~~

Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.

One (1) hour for Extensive Preparation Courses – 1.0 Lecture Hour; see Section 7.3.

369 One (1) hour for Laboratory = 0.90 Lecture Hour; see Section 7.3.
370

371 Hourly assignments in health services library, and counseling shall be paid at
372 the rate of 0.85 of a Lecture Hour.
373

374 7.2.3 Schedule C 375

376 A. All continuing education full-time faculty members employed for summer
377 session to teach shall be paid according to the Rate Schedule C.
378

379 7.3 BEYOND CONTRACT AND PART-TIME ASSIGNMENTS FOR COLLEGE CREDIT 380 INSTRUCTORS 381

382 Extra pay assignments beyond the regular contract load during the fall and spring
383 semesters shall be paid at the established lecture hour equivalent (LHE) or fraction
384 thereof; as shown on Salary Schedule "B". Initial placement for faculty is at step one (1),
385 with advancements occurring every two (2) semesters of part-time/beyond contract work.
386

387 Laboratory hours shall be compensated at 0.90 of a lecture hour. Effective July 1, 2017,
388 the lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology,
389 geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)
390

391 The rates shown on Salary Schedule "B" shall also apply to all part-time instructors
392 teaching college credit classes.
393

394 Extra pay and part-time assignments in health services, counseling, and library shall be
395 paid on an hourly basis at 0.85 of the LHE rate.
396

397 7.4 OTHER PLACEMENT 398

399 Academic Personnel 400

401 Academic personnel employed in non-teaching positions which are fully funded through
402 federal or state special project funds may also be issued extended contracts under the
403 provisions of this section.
404

405 Contract 1 and Contract 2 College Instructors 406

407 Contract 1 and Contract 2 College Instructors employed on a partial contract basis shall
408 be paid according to the number of lecture hour equivalents divided by 36.
409

410 Substitutes and Special Lecturers 411

412 Substitutes shall be paid at an hourly rate equivalent to the established lecture and
413 laboratory rate. The hourly rate for other non-teaching substitutes shall be 0.5 the
414 substitute lecture rate.
415

416 7.5 TRAVEL ALLOWANCE

417

418 All schedules include travel allowance, except for specific cases, as provided for in the
419 Policy re: Authorization for Mileage Reimbursement adopted by the Board of Trustees
420 and currently in effect. Wherever travel allowances are approved, the rate paid for
421 mileage shall be at the maximum rate allowed by the IRS.

422

423 7.6 REPAYMENT OF OVERPAYMENT

424

425 In the event of an overpayment to a unit member, the District agrees to make every effort
426 to work out an acceptable repayment plan with the affected employee. If the
427 overpayment is for an amount more than \$100, and the employee and District are unable
428 to agree on a repayment plan, the District agrees not to withhold more than ten percent
429 (10%) of the amount owed from each paycheck (excluding summer pay) until such
430 overpayment is repaid. Any payroll error resulting in insufficient payment for a unit
431 member shall be corrected, and a supplemental check issued, within five (5) days after
432 discovery of the error or the unit member provides notice to the payroll department,
433 whichever occurs first.

434

435

436

437

438 For The District

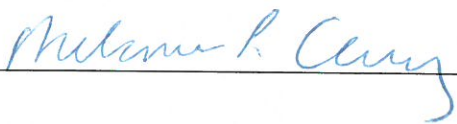
For FARSCCD

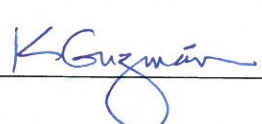
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**ARTICLE 8
EVALUATION**

EVALUATION OF CONTRACT I, II, or III FACULTY

8.1 PURPOSE OF EVALUATION:

The purpose of evaluation for non-tenured faculty is to provide a process through which the college assesses the potential contributions of a new contract faculty member in preparation for a tenure recommendation.

8.2 DEFINITIONS

8.2.1 Under this agreement, probationary faculty are those faculty members who have not yet been granted tenure but are hired to work full time. These faculty members are employed in one of three categories:

Contract I Employment during the first academic year.

Contract II Employment during the second academic year.

Contract III Employment during the third and fourth academic year.

8.2.2 Probationary faculty will be assigned the title of Assistant Professor.

8.3 EVALUATION COMPONENTS:

8.3.1 Contract faculty are expected to go through a four year tenure process. At the end of the fourth year, a decision to grant or not grant tenure must be made. In exceptional cases, tenure may be recommended in fewer than four years.

8.3.2 The supervising administrator, under direction of the appropriate vice-president, is responsible for overseeing the evaluation process on behalf of the Board. The supervising administrator will oversee the collection of all evaluation materials and will prepare the annual evaluation report, which will include a recommendation regarding the continued employment of the faculty member.

8.3.3 The evaluation record will include the following components:

1. A Self Evaluation: Strengths and Areas for Improvement
2. Student Evaluation Surveys: Numerical Data and Typed Written Comments
3. Classroom observations by the supervising administrator and two tenured faculty peers (selected by the department chair, or, if necessary, in consultation with the

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academic senate)

4. Colleague surveys (which must include all members of the department, plus other appropriate faculty, administrators and/or staff recommended by the peer evaluators and selected by the administrator): Numerical Data and Typed Written Comments
5. Administrative Summary Evaluation Report/Administrative Recommendation (by the supervising administrator)
6. A Performance Improvement Plan if necessary (see 8.8.5)
7. Additional evaluations if necessary (see 8.17)

8.4 SELF-EVALUATION - PORTFOLIO

- 8.4.1 The probationary faculty member will compile a self-evaluation portfolio to be kept in the supervising administrator's office which will include a written self-evaluation indicating her/his perceived strengths and/or areas for improvement, appropriate class materials (syllabi, sample assignments, etc.), and other pertinent documents (copies of publications, verification of staff development completion, awards, etc.)

8.5 STUDENT EVALUATIONS

- 8.5.1 Each fall semester, the appropriate supervising-administrator will conduct student evaluations in all of the faculty member's classes. This may be done more frequently at the discretion of the administrator, the peer evaluators, or by request of the probationary faculty member. ~~The format and procedure approved by the District shall be used.~~
- 8.5.2 For instructors, student evaluations will be completed by the seventh (7) week of the semester or by the third (3) week of the late-start 8-week classes. Counselors will be evaluated using a form given to a random sample of students selected from appointments and walk-ins between the third (3) and eighth (8) week of each semester. Student evaluation of reference librarians shall be conducted for one week between the fourth (4) and eighth (8) weeks of the semester.
- 8.5.3 Student narrative comments will be typed to preserve anonymity and will be included in the evaluation record. Identical responses may be tabulated and not retyped.
- 8.5.4 For Online Instruction, the Student Online Course Evaluation Survey Form will be utilized.

8.6 CLASSROOM/WORKSITE OBSERVATIONS

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- 8.6.1 The supervising administrator and two tenured faculty peer evaluators from the department or related discipline will conduct classroom or online observations each fall. The peers will be selected by the department chair, or if necessary, in consultation with the academic senate. If an adequate number of tenured faculty are not available in the department to serve as peer evaluators, other tenured faculty may be selected in consultation with the academic senate. If the evaluatee teaches an online class, the peer evaluation team shall include at least one (1) peer evaluator with experience teaching online courses.
- 8.6.2 The supervising administrator will notify the faculty member that classroom visitations or appropriate observations will be conducted between the sixth (6) and the twelfth (12) weeks of the semester, inclusive. The faculty member will inform the observers if, during the announced period, there will be dates for exams, field trips or other scheduled events, which will preclude an observation of the interaction between the faculty and her/his students. Whenever possible, probationary faculty members whose teaching is done in more than one department should be observed in all disciplines
- 8.6.3 For counselors, librarians and other non-instructional faculty, evaluation must include observation of their performance in the area of primary responsibility, as specified in their job description; classroom observation should be included when applicable.
- 8.6.4 Additional observations may be conducted, as the evaluators deem necessary. For online course, faculty are to be informed when a visitation by Administration occurs at the time of the visitation, regardless of the purpose of the visit.
- 8.6.5 The criteria for classroom observations may include but not be limited to the following (See the appendix for the evaluation form to be used). The faculty member:
1. Plans for and is continually well prepared to teach.
 2. Provides organized and effective delivery of instruction.
 3. Is courteous to and approachable by students.
 4. Is able to relate with students and command their respect.
 5. Stimulates student participation.
 6. Provides instruction consistent with the stated and approved goals and objectives for the class.
 7. Shows enthusiasm for the subject matter.
 8. Uses effective motivation to create desire in students to learn the subject/skill(s).
 9. Makes effective use of teaching aids and materials.
 10. Observes appropriate safety protocols.
 11. Effectively manages student conduct to avoid disruption and maintains respect for the opinions of others.

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8.6.6 The administrator and each peer evaluator will independently prepare a signed written classroom observation report on the approved District form. The observation reports will be collected by the administrator and utilized in the development of the summary evaluation report.

8.6.6.1 For Distance EducationOnline -classes, the Distance EducationOnline Classroom Observation and Evaluation Form will be utilized and submitted to the supervising administrator.

8.7 COLLEAGUE SURVEYS

8.7.1 The supervising administrator will conduct an evaluation survey of all full-time members of the probationary faculty member's department, plus other appropriate faculty and staff who work with the faculty member as suggested by the peer evaluators. The format and procedure approved by the District will be used. Narrative comments will be typed to preserve anonymity and will be included in the evaluation record by the administrator.

8.8 SUMMARY EVALUATION

8.8.1 The supervising administrator will meet with the faculty peer evaluators to review all of the evaluation materials. At this meeting, the peer evaluators will make their recommendations to the administrator. The supervising administrator will prepare a narrative report, using the approved District form, which summarizes the results of all evaluation activities. The report will include, but not be limited to, the following criteria:

1. Competency
2. Work Attitudes
3. Initiative
4. Attitude toward students
5. Attitude toward staff
6. Participation in faculty/college governance, service on college committees, projects and/or supervising student organizations
7. Professional growth:
 - a. Course work taken
 - b. Conferences attended
 - c. Professional achievements
 - d. Participation in staff development functions
 - e. Visitations to other educational institutions or appropriate businesses, agencies or organizations
 - f. Other efforts to improve individual effectiveness

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- 8.8.2 In the first and second years of employment, the report must conclude with one of the following recommendations:
1. Renewal of employment contract including recommendations for continued growth;
 2. Non-renewal of contract (termination of employment);
 3. Granting of Tenure.
- 8.8.3 No employment recommendation will be made in the third year of employment.
- 8.8.4 In the fourth year of employment, the report must conclude with one of the following recommendations:
1. Granting of Tenure
 2. Denial of Tenure (termination of employment)
- 8.8.5 Unless the administrator's recommendation is to terminate employment, the evaluation report will include specific suggestions for improvement for any performance area in which the faculty member does not meet expectations. The administrator will develop a performance improvement plan to address these deficiencies. Development and monitoring of the performance improvement plan may include participation of the peer evaluators.
- 8.8.6 Prior to submission of the Administrative Summary Evaluation Report/Recommendation to the appropriate vice-president, the administrator will meet with the faculty member to review the evaluation record (student evaluation results and comments, colleague survey results and comments, classroom/worksite observation reports and supervising administrator's summary evaluation report/recommendation, and a performance improvement plan if necessary). Within three (3) working days of this meeting, the District will provide a copy of all of the documents in the evaluation record (See section 8.3.3) to the probationary faculty member. If the probationary faculty member disagrees with the summary evaluation, he/she shall have ~~fifteen (15) ten (10)~~ working days from the summary evaluation meeting to submit a written response. This response shall be attached to the evaluation report and be sent to the appropriate vice-president for review. The response will be included in the employee's personnel file.
- 8.8.7 With the exception of student evaluation and colleague evaluation surveys, no anonymous oral or written material shall be used in the formal evaluation process in any form; nor shall such materials be referenced in any evaluation record.

8.9 INSTITUTIONAL TENURE REVIEW

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- 8.9.1 The appropriate vice-president(s) will meet with representatives of FARSCCD and the college Academic Senate (1 representative each) to review the evaluation report and recommendations prior to submission to the college president. FARSCCD and Senate representatives will be provided with up to five (5) business days to review all evaluation documents prior to the meeting. The vice-president(s) will review the reports with the college president who will then forward the recommendation to Human Resources.
- 8.9.2 The supervising administrator must complete all evaluation(s) and recommendation(s) by the end of the fall semester. The college presidents will forward their recommendations to Human Resources by February 15. The Board will take action on all tenure review recommendations by March 15.
- 8.9.3 If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.17. The results of this additional evaluation will be considered in the subsequent fall semester and shall not alter the current recommendation in 8.9.2.

8.10 GRIEVANCE DURING THE TENURE PROCESS

- 8.10.1 The grievance procedure may be used if a Contract I or Contract II faculty member ~~believes feels~~ that the district, in a decision not to offer a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.
- 8.10.2 The grievance procedure may be used if a Contract III faculty member ~~believes feels~~ that the district, in a decision denying tenure, made a negative decision that to a reasonable person was unreasonable, acted unreasonably or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.
- 8.10.3 Pursuant to the provisions of Education Code Section 87610.1, FARSCCD_“shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation by the exclusive representative.”

8.11 PURPOSE OF EVALUATION – COLLEGE CREDIT

The purpose of evaluation is two- fold. First the objectives of evaluation for both tenured and non-tenured faculty are to acknowledge good performance, to strengthen satisfactory performance, and to help faculty improve performance through specific recommendations.

8.12 DEFINITIONS

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- 8.12.1 Regular Employment with tenure status. (Associate and full Professor)
- 8.12.2 Non-Contract Employee serving on an hourly basis with no contract with the Board
- 8.12.3 Substitute Employee filling a position of a regular employed person absent from service.
- 8.12.4 Temporary Employee, other than as a substitute, hired for a specific assignment of not less than one semester nor longer than a complete school year, or are hired as a faculty in a program conducted under contract in a categorically funded project.
- 8.12.5 Faculty will be assigned the following titles:

Instructor:	Part-time, non-contract, and substitute faculty
Assistant Professor:	Permanent tenure-track, Contract I, II, III faculty from hire date to approval of tenure. Temporary, non-tenure track, faculty specially funded.
Associate Professor:	Upon district approval of tenure status.
Professor:	Upon completion of five (5) years tenured service at RSCCD.

8.13 EVALUATION OF NON-CONTRACT FACULTY

8.13.1 Non-contract faculty shall be evaluated during the first two (2) semesters of employment and at least once (1) every third ~~and (3) year semester~~ thereafter. If a part-time faculty member is assigned a class at a second college in the District within this cycle, that college shall have the right to evaluate the part-time faculty member in the first semester at that college. The evaluation at the second college shall reset the cycle.

8.13.2 Non-contract faculty shall be evaluated by the ~~appropriate supervising administrator, or Department Chair or designated unit member from within the division~~ or a subject matter specialist from the discipline designated by the appropriate supervising administrator program. If the evaluatee teaches an online class, the evaluation process will include one (1) evaluator with experience teaching online courses, preferably in the content area.

~~8.13.1-18.13.2.1~~ 8.13.2.1 For Online classes the Online Classroom Observation and Evaluation Form will be utilized and submitted to the supervising administrator.

~~8.13.28.13.3~~ 8.13.3 Student evaluations will be included as part of the evaluation process.

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8.13.2.18.13.3.1 For Online instruction, the Student Online Course Evaluation Survey Form will be utilized.

8.13.38.13.4 Nothing in section 8.13 will be construed to imply that full-time faculty members teaching beyond contract loads within their department shall undergo additional evaluations solely because of this section.

8.14 EVALUATION OF INSTRUCTORS – TEMPORARY FACULTY

Temporary faculty shall be evaluated during each year of temporary status utilizing the procedures for Contract I faculty.

8.15 EVALUATION OF TENURED TEACHING FACULTY (ASSOCIATE PROFESSORS AND PROFESSORS)

Tenured faculty will be evaluated in the area of their primary responsibility at least once every three years. According to the terms of the evaluation timetable (8.18), the supervising administrator or designee will conduct an observation and consultation.

8.15.1 By the tenth (10) week of the semester preceding the year of the tenured faculty member's evaluation, she/he will select one of the following options for the peer review process:

Option 1: A colleague from his/her department/discipline/division, selected from the scheduled rotation chosen by the department chairperson, or by the division curriculum committee chair in the absence of a department chairperson will conduct a classroom visitation and subsequent consultation. If the department chairperson is the evaluatee, the division curriculum committee chair will select the peer. If the evaluatee teaches an ~~distance education~~online class, the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~online courses.

Option 2: or colleague from his/her department/discipline/division will meet to discuss issues related to the faculty member's normal assignment (e.g., counseling strategies, textbooks, course overviews, handouts, exams, teaching techniques, daily assignments, classroom assessment techniques, etc.). If the evaluatee teaches a ~~distance education~~online class, the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~online courses.

Option 3: or colleague will be involved in a process combining options 1 and 2 above. If the evaluatee teaches a ~~distance education~~online class,

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the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~online courses.

8.15.2 The faculty member has the option of adding one additional peer reviewer. Both peers will then consult with the faculty member to determine the number and timing of classroom observations or other evaluation elements and subsequent peer consultations.

8.15.3 Visitation of online classes will be conducted by the supervising administrator and a peer evaluator with experience teaching ~~distance education~~online classes.

~~8.15.2.1~~8.15.3.1 For ~~Distance Education~~Online classes, the ~~Distance Education~~Online Observation and Evaluation Form will be utilized and submitted to the supervising administrator.

~~8.15.3~~8.15.4 The faculty member will complete a self-evaluation by the first week in October. This evaluation is to be included in the faculty portfolio for both the supervising administrator and the peer.

~~8.15.4~~8.15.5 In the case of classroom instruction, student evaluations will be collected by the supervising administrator or designee for inclusion in the portfolio.

~~8.15.5~~8.15.6 Whenever there is more than one (1) evaluator, the peers must meet and reach consensus (agreement) about the review within ten (10) days of the completion of the peer review options. If agreement is not reached, another opinion may be attached to the report.

~~8.15.5.1~~8.15.6.1 For ~~Distance Education~~Online instruction, the ~~Student Online Course Evaluation Form~~ will be utilized and submitted to the supervising administrator.

~~8.15.6~~8.15.7 Within ten (10) days of the completion of the peer review report or the dean's evaluation, the peer(s) or the dean, respectively, will consult with the faculty member (see 8.18.3.4 below). The faculty member must sign each report. The signature does not necessarily indicate agreement with the report. The faculty member has ten (10) days to respond in writing to the formal peer report or the dean's evaluation. The written response will be included in the member's personnel file.

~~8.15.7~~8.15.8 For each criterion marked as "Does not meet expectations," specific examples and suggestions for improvement must be made by the evaluator.

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~~8.15-88.15.9~~ The peer(s) and the supervising administrator will send the evaluations to the appropriate president, who will forward them to the Human Resources Office to be included in the faculty member's personnel file.

~~8.15-98.15.10~~ After a regular faculty member's evaluation(s) indicate that he/she satisfactorily meets the requirements of his/her assignment, the employee may request that evaluations older than the two most current copies be sealed in the member's file. No duplicate copies shall be maintained elsewhere.

8.16 EVALUATION OF TENURED, NON-TEACHING FACULTY, COORDINATORS, COUNSELORS, LIBRARIANS AND HEALTH SERVICE STAFF.

8.16.1 Regular faculty members with non-teaching assignments will be evaluated using the same procedure as that used for instructors. The evaluation will focus on their primary responsibilities, as well as classroom instruction, if appropriate.

The peer review process for a coordinator will include faculty working in areas served by the coordinator. The coordinator may add one regular faculty member for the peer evaluation process.

8.16.2 The portfolio items will reflect the primary responsibility of the evaluatee. Student evaluations will be required as appropriate; as well as self-evaluations which will be required for all faculty.

8.16.3 In the case of student evaluations:

Counseling services will be evaluated using a form distributed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of the semester. In addition, classroom student evaluations will be collected when appropriate. Student evaluation of reference librarians will be conducted at the reference desk on the approved form for one week between the 10th and 15th weeks of the semester.

8.16.4 For each criteria marked as "Does not meet expectations," specific examples and suggestions for improvement must be made.

8.16.5 The peer(s) and Designated Administrator will conduct separate evaluations. Within ten (10) days of the evaluation, a conference will be held and the evaluatee will sign and be able to respond to each evaluation statement. The signature does not necessarily indicate agreement with the report.

8.16.6 If a tenured faculty member disagrees with his/her evaluation, he/she has ten (10) days to respond in writing to the formal peer report or the designated

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administrator's evaluation. The written response will be included in the member's personnel file.

8.17 ADDITIONAL EVALUATIONS

8.17.1 Additional evaluations of faculty may be made at the request of the supervising appropriate administrator, students, or the faculty member.

8.17.2 If an additional evaluation is requested, the supervising administrator will consult with the department chair involved. The activities for the additional evaluations may include, but not be limited to, classroom or online visitation(s), peer review processes, and student evaluations.

8.18 EVALUATION TIMETABLE

8.18.1 The date and timelines for the various procedures described in this section are recommendations. Changes in the timeline appropriate to 8-week classes will be made by the supervising administrator. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines.

8.18.2 Non-contract Faculty

8.18.2.1 Notification

By the end of the third week of each semester, the supervising administrator will notify all non-contract faculty due for evaluation that semester.

8.18.2.2 Student Evaluations:

Student evaluations will be completed during the ninth (9th) or tenth (10th) week of the semester.

8.18.2.3 Visitation

The classroom visitation will be completed by the end of the fourteenth week of the semester.

8.18.2.4 Submission

The evaluation will be submitted to the appropriate vice chancellor within three weeks after the semester is completed.

8.18.3 Associate Professors and Professors (Tenured Faculty)

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8.18.3.1 Notification

By the end of the fourth (4th) week of each semester, the supervising administrator will notify all tenured faculty due for evaluation the following semester. By the end of the tenth (10th) week of the semester prior to evaluation, the faculty member will notify the supervising administrator if he/she requests an alternative to a classroom visitation by the peer(s).

8.18.3.2 Student Evaluations

For Instructors, student evaluations will be completed during the ninth (9th) or tenth (10th) week of the semester.

For counseling services, a student evaluation form will be distributed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of each semester. Student evaluation of reference librarians shall be conducted at the reference desk on the approved form for one week between the tenth and fifteenth weeks of each semester.

8.18.3.3 Visitations

The classroom visitations, or other observations, will be conducted between the fourth (4th) and the fourteenth (14th) weeks of the semester (inclusive).

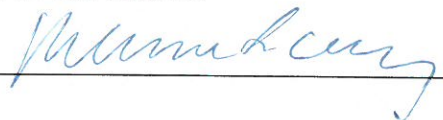
8.18.3.4 Conference

The observation(s) and evaluation conferences with the peer(s) and/or the appropriate supervising-administrator will be completed within ten (10) days of an observation. Option 2 peer evaluations must be completed by the end of the semester.

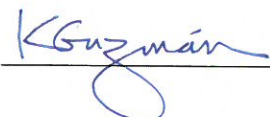
8.18.3.5 Submission

The evaluation(s) and suggestion(s) for improvement will be submitted to the appropriate supervising-administrator and then to the Human Resources Office within three (3) weeks after the semester is completed.

For The District



For FARSCCD



m.c. | KG 9/26/18



Distance Education Faculty Evaluation Packet

This packet is designed to assist you in completing the process of faculty evaluations per FARSCCD contract, Article 8.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Faculty Observation Report for Online Classes

MWJ KG 2/26/18

Faculty Member's Name: _____
(Please print)

Date: _____
(Date of observation)

Faculty Member's Employee ID #: _____

Semester: _____

Class/Assignment: _____

<p>I. Demonstrates professional knowledge in his/her field for preparation/instruction:</p>	<p><u>Check one:</u> Does not meet expectations* ____ Meets expectations ____</p>
---	--

<p>II. Utilizes appropriate materials, methods and techniques for effective instruction:</p>	<p><u>Check one:</u> Does not meet expectations* ____ Meets expectations ____</p>
--	--

<p>III. Communicates ideas, instructions, assignments, and other presentations in a clear, organized and effective manner; is responsive to students needs and requests:</p>	<p><u>Check one:</u> Does not meet expectations* ____ Meets expectations ____</p>
--	--

Strengths Observed (Narrative Required):

Suggestions for Improvement (Narrative Required):

** Comments regarding performance that does not meet expectations should include specific citations of weakness and specific recommendations for improvement.*

Overall Observation: ____ Meets Expectation ____ Does Not Meet Expectations

Evaluator (please print): _____

Date: _____

Signature: _____

Faculty Member (please print): _____

Date: _____

Signature: _____

Administrator: _____

Date: _____

Signature: _____

Note: *Evaluee's signature does not imply agreement. It is merely an acknowledgement that the complete report has been read and a copy received. Within fifteen (15) working days of receipt of this evaluation report, the evaluee may also submit a written statement to be filed with this evaluation report. Attach additional sheet if necessary.*

mcj KG 9/26/18

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(ONLINE) STUDENT EVALUATION FORM

Instructor's Name _____

Course Title/Section Number _____

One of the major responsibilities of the District is to promote high teaching standards among its faculty. Please take the time to evaluate this course for your instructor.

PART A: Evaluate both the course and the instructor by marking the appropriate letter. Please be thoughtful and candid in your responses. Please mark the answer sheet for each of the following questions:

- 5 = Strongly Agree
- 4 = Agree
- 3 = Disagree
- 2 = Strongly Disagree
- 1 = No Opinion/Not Applicable

About the Course	1	2	3	4	5
1. The course contributed to my general knowledge and education					
2. Text/s and other instructional materials were appropriate and useful					
3. Course objectives and grading policies were specifically stated in writing and clear					
4. Amount and types of assigned course work were appropriate					
5. Course content was well organized					
6. Course activities were appropriate					
7. Tests were clearly written and related to subject matter					
8. Grading was fair and impartial					

About the instructor	1	2	3	4	5
1. Was knowledgeable and prepared for online instruction					
2. Motivated student interest and intellectual effort					
3. Encourage students to ask questions and participate in online learning activities					
4. Encouraged individual thinking and differences of opinion					
5. Provided effective online contributions and sites					
6. Maintained online course environment conducive to learning					
7. Communicated clearly					
8. Was accessible for individual communication					
9. Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and students with disabilities					
10. Provided course materials online regularly and on time					

PART B: Written Evaluation (please respond to the following):

1. Please make any additional comments or suggestions about this course and/or this instructor.

KG/MLC 9/2013

District Proposal to FARSCCD 08.03.2018

Institutional Tenure Review (ITR) Form

Faculty Member/Evaluee: _____ ID# _____
Please print faculty member's name

FARSCCD and Academic Senate Members:

- The role of FARSCCD is to ensure that process has been followed in accordance with Article 8 of the CBA.
- The role of the Senate is to ensure that process has been followed in accordance with 10+1 Academic Senate Protocols

Academic Senate Protocols (10+1) followed: ___ Yes ___ No If not, please specify the protocol and explain.

Academic Senate Representative (please print): _____

Signature: _____ Date: _____

Article 8 followed: ___ Yes ___ No If not, please specify section and explain.

FARSCCD Representative (please print): _____

Signature: _____ Date: _____

Received by Vice President: _____
Print Name

Signature: _____ Date of Review: _____

ARTICLE 9 GRIEVANCE PROCEDURES

PURPOSE: To provide an orderly procedure for reviewing and resolving grievances promptly at the lowest administrative level.

9.1 DEFINITIONS

Day - A "day" (for the purposes of this "Grievance" Article) is any day on which the central administrative office of the District is regularly open for business.

Grievance - A formal written allegation by a grievant that the grievant has been adversely affected by a violation, misinterpretation, or misapplication of a specific article, section, or provision of this Agreement. "Grievance", as defined in this Agreement, shall be brought only through this procedure. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate process determined by present existing policies.

Grievant - A grievant is:

- A faculty member who, at the time of filing, is a member of the bargaining unit;
- A probationary faculty member who was a member of the bargaining unit during the preceding semester and who has not been recommended for tenure (see 9.3.1);
- An officer of the association who has been authorized to file the grievance on behalf of the association by its executive board; or
- An officer of the association who has been authorized by an individual faculty member to file the grievance on behalf of the employee.

Appropriate Supervising Administrator – ~~The appropriate supervising administrator is the first (1st) District designated administrator not within the same bargaining unit who allegedly violated, misinterpreted, or misapplied this Agreement. has immediate jurisdiction over the grievant.~~

File a Grievance - To deliver either personally, via email, or by certified mail, return receipt requested, to the office of the appropriate administrator ~~immediate supervisor or the appropriate manager~~ within the time limits as provided.

9.2 TIME LIMITS: It is expected that all parties will work to meet the established time lines.

**Tentative Agreement between RSCCD & FARSCCD
May 30,, 2018**

- 9.2.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure.
- 9.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 9.2.3 Time or procedural steps may be waived at any step by mutual agreement in writing.

9.3 OTHER PROVISIONS

9.3.1 Member Legal Rights

- a. Nothing contained in this Grievance Procedure, ~~Levels I-IV~~, shall deny to any member his/her legal rights under state or federal constitutions and laws.
- b. A probationary member who has not been recommended for tenure may use the grievance procedures to determine whether a decision to not grant tenure was unreasonable (for Contract III employees) or that the district violated, misinterpreted, or misapplied (for Contract I, II, and III employees) any of its policies and procedures concerning the evaluation of the employee.
- c. No member shall use this grievance procedure to appeal any Board decision if such decision is
- d. ^{MLC} ^{KG} s a result of a State or Federal Regulatory commission or Agency, or State or Federal Law Decision.

9.3.2 Representation

At Levels I through IV oral level and beyond, the grievant and the District representative may be accompanied by an advisor who may advise, or act for or fully represent the District representative or the grievant. A grievant may be advised by a representative of the Association or another representative of his/her choice at Levels I-III. Only the Association may move a grievance to Level IV, except for grievances regarding non-renewal of contract faculty.

9.3.3 Grievance Processing – Limits

- A. Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this grievance procedure.
- B. Any grievance which arose prior to the effective date of this agreement shall not be processed under this grievance procedure.

Tentative Agreement between RSCCD & FARSCCD
May 30,, 2018

- C. A unit member of the Association shall initiate the Level I ~~oral level~~ of the grievance process within twenty (20) days of the occurrence of the alleged grievance, or within twenty (20) days of the date the unit member knew or should have known of the alleged grievance. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew of or should have known of more than twenty (20) days prior to notification at the oral level with the immediate supervisor shall not be processed by the District.

9.3.4 Record Keeping

Any record(s) pertaining to a formal level grievance shall be kept in a file separate from a grievant's official District personnel file.

9.4 PROCEDURAL STEPS

~~9.4.1 Oral Level~~

~~Within twenty (20) days of the occurrence or of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall ask for a meeting to discuss the alleged grievance. At the meeting the grievant and/or his or her representative will orally discuss with the supervising administrator (or designee) the alleged grievance in an attempt to resolve the grievance at the lowest level. The immediate supervisor shall be told that the meeting is the oral level step in the grievance procedure.~~

9.4.29.4.1 Level I – Supervising Appropriate Administrator

- A. Within twenty (20) days of the occurrence or of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall file a Level I written grievance on the "Statement of Grievance Form" (Appendix L) with the appropriate administrator violation with a copy to the Association. If a satisfactory resolution is not reached at the oral level within five (5) days of the oral discussion, the grievant shall, within five (5) additional days, file the grievance in writing with the supervising administrator (or designee) with a copy to the Association. The "Statement of Grievance Form" (Appendix L) is to be used when filing a written grievance.
- B. The supervising appropriate administrator (or designee) shall communicate the decision to the grievant in writing within five (5) days of receiving the grievance.
- C. Either the grievant or the supervising administrator (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

**Tentative Agreement between RSCCD & FARSCCD
May 30,, 2018**

9.4.39.4.2 Level II – College President (or designee)

- A: If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing within five (5) days to the College President (or designee). If the College President is the appropriate administrator to hear the Level I, or if the appropriate administrator is above the College President in the chain of command, the grievant will proceed directly to Level III.
- B. In order to be considered, the appeal shall include a copy of the original written grievance with decision rendered and reasons for the appeal.
- C. The College President (or designee) shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or College President (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.49.4.3 Level III – Chancellor

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate approved form to the Chancellor (or designee) within five (5) days. If the Chancellor was the appropriate administrator to hear the Level I, the grievant will proceed directly to Level IV.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision(s) rendered and reasons for appeal.
- C. The Chancellor (or designee) shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

9.4.59.4.4 Level IV – Binding Arbitration

- A. ~~Within ten (10) days after the decision by the Chancellor (or designee) or within ten (10) days when no decision was rendered within the fifteen (15) day limit, if the grievant is not satisfied with the decision at Level III, the grievant shall make a request to the Association that the arbitration process be invoked. If a grievant is an individual faculty member, or members, a request shall then be made in writing on the appropriate form and delivered to the grievance committee of the Association or an officer of the Association. Within twenty (20) days after the decision of the Chancellor (or designee) or after no decision has been given by the Chancellor, the Association may submit the grievance to impartial binding arbitration by filing a request for arbitration with the Chancellor.~~

**Tentative Agreement between RSCCD & FARSCCD
May 30,, 2018**

- B. If arbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service (SMCS) ~~American Arbitration Association~~ to supply a list of seven names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be impartial arbitrator. The order of striking shall be determined by toss of a coin.
- C. The reasonable and customary fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. When requested by the association, the grievant and all necessary witnesses shall be provided release time at District expense for the time during which they are needed at the hearing. All other expenses shall be borne by the party incurring them.
- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. The arbitrator shall establish as early a hearing date as is practical. A date for the hearing must be selected within ninety (90) days of the date of selection of the arbitrator, or either the Association or the District may request a new arbitrator.
- E. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement between the District and the Association. If the arbitrator's findings and conclusions establish that a monetary award is necessary to enforce the terms of the Agreement so as to fully remedy the wrong to the grievant, such an award shall be made.
- F. The decision of the impartial arbitrator shall be final and binding to the parties.
- G. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.
- H. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules dealing with

**Tentative Agreement between RSCCD & FARSCCD
May 30,, 2018**

privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Arbitrator shall not be invalidated by any informality in the proceedings, and the Arbitrator shall not be bound by technical rules of evidence.

For the District

Melanie L. Chang
Melanie L. Chang
Chief Negotiator

For the Association

Kristen Guzman KRISTEN GUZMAN
CHIEF NEGOTIATOR

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (The District)
AND
THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT (FARSCCD)**

9th Place Ranking Task Force

September 26, 2018

WHEREAS, FARSCCD has taken the position that the 9th Place ranking language in Article 7.1 of the 2014-2015 collective bargaining agreement between FARSCCD and the District requires an automatic 9th Place Ranking adjustment to be paid out on July 1, not just for the contract years expressly referenced in the contract, but for every year in perpetuity;

WHEREAS, the District's agrees with FARSCCD that 9th Place ranking is the goal, the District maintains that it has been and must be negotiated for each contract period;

WHEREAS, the District and FARSCCD (collectively "the Parties") have been unsuccessful at finding agreement on this issue;

WHEREAS, the Parties would like to take time to review the 9th place ranking adjustment calculation and application in preparation for bargaining for a successor collective bargaining agreement (CBA);

THEREFORE, the District and FARSCCD will form a task force whose purpose is to review the 9th place ranking adjustment calculation and application and make a recommendation to the Parties' bargaining teams on this matter in preparation for bargaining for a successor CBA.

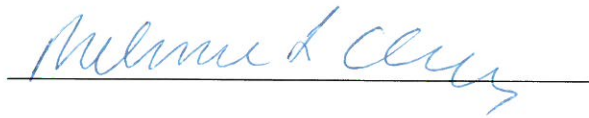
The District and FARSCCD agree to the following:

1. A joint task force (JTF) made up of six individuals: three members selected by FARSCCD and three members selected by the District, will meet to review the 9th place ranking adjustment calculation and application and make a recommendation to the Parties' bargaining teams on this matter in preparation for bargaining for a successor CBA.
2. The JTF may meet as frequently as deemed appropriate by the members, but will meet at least once per month unless otherwise determined by the JTF members. The first meeting will be held within 30 days of Board approval of this MOU.

3. The JTF's recommendation will be submitted to the Parties' bargaining teams in writing no later than March 1, 2019. This recommendation is advisory only for the purpose of informing bargaining for the 2019-2020 year. Neither party shall be required to accept the recommendation of the JTF.

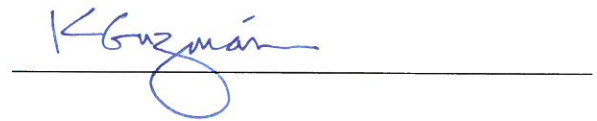
4. This MOU is in no way intended, and shall in no way be construed, to alter or restrict rights guaranteed to either party under applicable local, state or federal law, rule, policy, or agreement; nor shall this MOU be construed to establish a past practice or precedent.

For The District



A handwritten signature in blue ink, appearing to read "Melvin D. Cruz", written over a horizontal line.

For FARSCCD



A handwritten signature in blue ink, appearing to read "K. Guzman", written over a horizontal line.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: **Faculty Association of Rancho Santiago Community College District**

The proposed agreement covers the period beginning July 1, 2017 and ending June 30, 2019 and will be acted upon by the Governing Board at its meeting on October 15, 2018

A. Proposed Change in Compensation

Compensation			Fiscal Impact of Proposed Agreement		
			Year 1 2017/2018	Year 2 2018/2019	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-) F/T	\$493,391	\$512,775	
2.	Salary Schedule Increase (Decrease)	Cost (+/-) F/T P/T	\$1,712,362 \$541,238 3.546%	\$947,044 \$299,339 1.894%	
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Increase LAB rate Academic Senate Release Time PT Office Hours - Spring 2019	Cost (+/-) F/T F/T P/T	\$290,964 \$5,281 \$0	\$296,475 \$5,381 \$546,885
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-) F/T P/T	\$1,451,623 \$392,378	\$1,285,422 \$485,957	
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-) F/T P/T	\$123,406	\$123,406	
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-) F/T P/T	\$4,077,027 \$933,616	\$3,170,503 \$1,332,181	
7.	Total Number of Represented Employees	372 F/T 834 P/T	366 834	372 834	
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-) F/T P/T	\$11,139 \$1,119	\$8,523 \$1,597	
9.	Effective Impact %	F/T P/T	6.97% 5.25%	5.53% 7.07%	

Please include comments and explanations as necessary:

Article 5 - Health & Welfare Benefits = For calendar year 2018, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of \$27,887.04 per member per year ("District Maximum Contribution") from \$27,568.92.

Article 7 - Salaries = 2017/2018 Salary=The interim 2016/2017 faculty salary schedules will be increased by 3.546% retroactive to the first day of the unit member's respective work year for 2017/18. Part-time unit members will be deemed to have the same work year as their respective full-time counterparts. **2018/2019 Salary**=The 2017/2018 faculty salary schedules will be increased by 1.894% effective the first day of the unit member's respective work year for 2018/19. Part-time unit members will be deemed to have the same work year as their respective full-time counterparts.

Article 4.8.2 - A part-time faculty member who has started a fall or spring semester assignment and whose sick leave, including current and accrued, has been exhausted, shall be compensated at fifty percent (50%) of his/her current semester assignment pay for the remaining period of the absence or the end of the current semester assignment, whichever comes first.

Article 4.19 - Parental Bonding Leave - Per Education Code 87780.1, Faculty may take up to a maximum of 12 weeks of Parental Bonding Leave. After exhaustion of sick leave at remainder pay at extended sick leave rate.

Article 6.1.4 - Teaching Load - Credit Instructors = Effective 07/01/2017, the lab rate will be increased to 1.0 LHE from 0.90

Article 6.6.1 - Summer Program, Salary Schedule, Schedule A = Effective 07/01/2017, the lab rate will be increased to 1.0 LHE from 0.85

Continued from page 1

Article 6.3.6 - Academic Senate Released Time = Effective 07/01/2017 the Distric will provide 32 LHE/semester (increase from 30) for SAC Academic Senate wich includes compensation for the faculty chair of the Curriculum Council and 32 LHE/semester for SCC Academic Senate.

MOU-2018/2019 Pilot Program for PT Faculty Office Hours = Part-time teaching faculty who teach in Spring 2019 will be eligible to conduct and be paid for one office hour per week at one half (1/2) of the applicable lecture rate.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Article 6.2 - Non-Contract Faculty Employment Preference Rights = Agreement to grant part-time faculty prioritization rights, shall have priority of assignment based on priority list established.

Article 6.6.1 Schedule A (Summer Program) = Increase up to a maximum of twelve (12) LHE for the summer and six (6) LHE for the intersessor

Article 7.2.2 - Schedule B =One (1) hour for Extensive Preparation Coureses - 1.0 Lecture Hour; see Section 7.3

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

Article 7 - 9th place ranking task force

E. Source of Funding for Proposed Agreement

1. Current Year

Base funding

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base funding and unrestricted funds

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This agreement is for two (2) years covers 2017/2018 and 2018/2019.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date: October 15, 2018
Re:	Adoption of Resolution No. 18-21 regarding Reduction in Force of Classified Staff	
Action:	Request for Adoption.	

BACKGROUND

Since July 1, 2013, Rancho Santiago Community College District was a grant recipient of the Retail Hospitality/Tourism/Learn and Earn Deputy Sector Navigator grant from the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development. The purpose of the award was to improve workforce training within that sector; to provide in-region investments within education and industry partners to develop faculty collaboratives, certificate programs, articulation of curriculum between secondary and post-secondary educational systems in Hospitality/Tourism career pathways; and to provide work-based learning, internship opportunities and professional development to align with the state Chancellor's Office *Doing What Matters* initiative. Funding for the program terminated on June 30, 2018 with a one-time extension period from July 1, 2018 through October 31, 2018.

ANALYSIS

The Marketing Specialist (0.475 FTE) assigned to this program is currently working but the reduction in funding required that the Board of Trustees eliminate this classified position.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 18-21

Fiscal Impact: None	Board Date: October 15, 2018
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution Regarding the Reduction in Force of Classified Staff
in the Retail/Hospitality/Tourism Learn and Earn Deputy Sector Navigator Program**

Resolution No. 18-21

Whereas, the District has operated the Retail/Hospitality/Tourism Learn and Earn Deputy Sector Navigator Program through grants from the California Community College Chancellor's Office since 2013 respectively; and

Whereas, funding for these programs have been discontinued by the state Chancellor's Office; and

Whereas, due to lack of funds, the Governing Board finds it in the best interest of the District, that as of October 31, 2018, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of October 15, 2018, the classified workforce of the District will be reduced or discontinued to the extend set forth as follows:

Marketing Specialist (0.475 FTE)

BE IT FURTHER RESOLVED that the Vice Chancellor of Human Resources be and hereby is authorized and directed to give notice of layoff of these positons and of displacement rights to the affected classified employee of the District.

Dated this 15th day of October 2018

Ayes:

Noes:

Absent:

Abstain:

Raúl Rodríguez, Ph.D., Chancellor
Secretary to the Board of Trustees

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA 1 Board Member
2018 ANNUAL CONVENTION (Elizabeth Weber)
Rancho Mirage, California – November 15-17, 2018

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
LEADERSHIP CONGRESS (Nelida Mendoza)
New York City, New York – October 24-27, 2018