RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board of Trustees (Regular meeting) Monday, March 10, 2014 2323 North Broadway, #107 Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

<u>AGENDA</u>

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 <u>Pledge of Allegiance to the United States Flag</u>
- 1.3 Approval of Additions or Corrections to Agenda

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 <u>prior</u> to the start of open session. <u>Completion of the information on the form is voluntary</u>. 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 <u>Brown</u> <u>Act</u>. 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 <u>Approval of Minutes</u> – Regular meeting of February 18, 2014

1.6 <u>Approval of Consent Calendar</u>

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.

<u>4:30 p.m.</u>

Action

Action

Action

1.7 Presentation on Veterans' Support Services

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 <u>Report from the Chancellor</u>
 - Accreditation
- 2.2 <u>Reports from College Presidents</u>
 - Accreditation
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 <u>Report from Student Trustee</u>
- 2.4 <u>Reports from Student Presidents</u>
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings

3.0 **INSTRUCTION**

*3.1	<u>Approval of NUVENTIVE, LLC. Subscription License Agreement</u> <u>for TracDatTM</u> The administration recommends approval of the agreement with Nuventive, LLC.	<u>Action</u>
*3.2	<u>Approval of NUVENTIVE, LLC. Professional Services Agreement</u> <u>for TracDatTM</u> The administration recommends approval of the agreement with Nuventive, LLC.	<u>Action</u>
*3.3	Approval of Contract with Santa Ana Unified School District (SAUSD) to offer Career Technical Education Courses (CTE) at Century High School The administration recommends approval of the contract with SAUSD to offer CTE courses at Century High School.	<u>Action</u>
*3.4	<u>Approval of Agreement with Delhi Center</u> The administration recommends approval of the agreement with Delhi Center in Santa Ana, California.	<u>Action</u>
*3.5	<u>Approval of Amendment #2 to Criminal Justice Academies (CJA)</u> <u>Agreement – Asian Gang Investigators Association of California</u> The administration recommends approval of Amendment #2 to the agreement with the Asian Gang Investigators Association of California in West Covina, California.	<u>Action</u>

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

*3.6	<u>Approval of Amendment #2 to CJA Agreement – California Narcotic</u> <u>Officers' Association</u> The administration recommends approval of the amendment with the California Narcotic Officers' Association in Valencia, California.	<u>Action</u>
*3.7	Approval of Amendment #1 to CJA Agreement – California Narcotic Canine Association The administration recommends approval of the amendment with the California Narcotic Canine Association in Salinas, California.	Action
*3.8	Approval of Proposed Revisions for 2014-2015 Santa Ana College (SAC) Catalog The administration recommends approval of the proposed revisions for the 2014-2015 SAC catalog.	<u>Action</u>
*3.9	Approval of Proposed Revisions for 2014-2015 Santiago Canyon <u>College (SCC) Catalog</u> The administration recommends approval of the proposed revisions for the 2014-2015 SCC catalog.	<u>Action</u>
*3.10	<u>Approval of Santa Ana College Community Services Program –</u> <u>Summer - 2014</u> The administration recommends approval of the proposed SAC Community Services program for Summer 2014.	<u>Action</u>
*3.11	<u>Approval of Santiago Canyon College Community Services Program –</u> <u>Summer - 2014</u> The administration recommends approval of the proposed SCC Community Services program for Summer 2014.	<u>Action</u>
*3.12	Approval of Consulting Agreement with Cynosure New Media, Inc. The administration recommends approval of the consulting agreement with Cynosure New Media, Inc. to support the development of an online orientation program for students at SCC Orange Education Center.	<u>Action</u>
*3.13	Approval of Memorandum of Understanding (MOU) with Saddleback College for Cosmetology Program The administration recommends approval of the MOU with Saddleback College to allow Saddleback College and Santiago Canyon College to continue to offer cosmetician, esthetician, barbering, and skin care courses through the respective contracted beauty schools.	<u>Action</u>

^{*} Item is included on the Consent Calendar, Item 1.6.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

*4.1	<u>Approval of Payment of Bills</u> The administration recommends payment of bills as submitted.	<u>Action</u>
*4.2	<u>Approval of Budget Increases/Decreases and Budget Transfers</u> The administration recommends approval of budget increases, decreases and transfers during the month of January 2014.	<u>Action</u>
*4.3	<u>Approval of Conflict of Interest Code</u> The administration recommends approval of Appendix A-1 of the Conflict of Interest Code as presented.	<u>Action</u>
*4.4	Approval of Agreement with Glumac for Commissioning Consulting Services for HVAC Renovations at District Operations Center The administration recommends approval of the contract with Glumac for independent commissioning services for the HVAC renovations at the district operations center.	<u>Action</u>
*4.5	Approval of Agreement with Cumming Corporation for Construction Management Services for Santa Ana College Projects The administration recommends approval of the contract with Cumming Corporation for construction management services for SAC projects as presented.	<u>Action</u>
*4.6	<u>Approval of Agreement with Donald Krotee Partnership for Parking</u> <u>Lot at 17th and Bristol Street Project at Santa Ana College</u> The administration recommends approval of the contract with Donald Krotee Partnership for the parking lot at 17 th and Bristol Street project at SAC as presented.	<u>Action</u>
*4.7	Approval of Agreement with Knowland Construction Services for Division of State Architect (DSA) Inspector of Record, Testing and Inspection Services for Planetarium, Parking Lot #11, and Temporary Village at Santa Ana College The administration recommends approval of the agreement with Knowland Construction Services for DSA Inspector of Record, testing and inspection services for the planetarium, parking lot #11, and temporary village project at SAC as presented.	<u>Action</u>
*4.8	<u>Approval of Agreement with Xpera Group for Specialized Consulting</u> <u>Services for Chavez Building Renovation Project at Santa Ana College</u> The administration recommends approval of the contract with Xpera Group for forensic investigation, design assistance and construction observation consulting services for the Chavez building renovation project at SAC as presented.	<u>Action</u>

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

*4.9	Adoption of Resolution No. 14-05 – Change Order #21 for Bid #1139 – Contract with Dynalectric Inc. for Electrical Work for Humanities Building at Santiago Canyon College The administration recommends adoption of Resolution No. 14-05 for the contract with Dynalectric, Inc. for electrical work for the Humanities building at SCC as presented.	<u>Action</u>
*4.10	Approval of Agreement with Glumac for Commissioning Consulting Services for Retro-Commissioning of Science Building at Santiago Canyon College The administration recommends approval of the contract with Glumac for independent commissioning services for the retro-commissioning of the Science building at SCC.	<u>Action</u>
*4.11	Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College The administration recommends approval of the agreement with Seville Construction Services, Inc. for construction management services for various projects at SCC as presented.	<u>Action</u>
*4.12	Approval of Mutual Release and Settlement Agreement between Southern California Grading and RSCCD for Chapman Entry and Learning Resource Center (LRC) Parking Lot at Santiago Canyon <u>College</u> The administration recommends approval of the Mutual Release and Settlement Agreement between Southern California Grading and RSCCD for the Chapman Entry and LRC parking lot at SCC as presented.	<u>Action</u>
*4.13	Approval of Mutual Release and Settlement Agreement between West-Tech Mechanical, Inc. and RSCCD for Humanities Building Project at Santiago Canyon College The administration recommends approval of the Mutual Release and Settlement Agreement between West-Tech Mechanical and RSCCD for the Humanities building at SCC as presented.	<u>Action</u>
*4.14	Approval of Notice of Completion for Bid #1139 – Contract with Dynalectric Inc. for Electrical Work for Humanities Building at Santiago Canyon College The administration recommends approval of the Notice of Completion with Dynalectric Inc. for electrical work for the Humanities building at SCC as presented.	<u>Action</u>

	*4.15	Approval of Notice of Completion for Bid #1214 – Contract with AVDB Group for Gymnasium Building Integrated Audio Sound System Project at Santiago Canyon College The administration recommends approval of the Notice of Completion with AVDB Group for the gymnasium building integrated audio sound system project at SCC as presented.	<u>Action</u>
5.0	<u>GEN</u>	<u>IERAL</u>	
	*5.1	Approval of Resource Development ItemsThe administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following: - Basic Skills Initiative (SAC & SCC) - Adjustment-\$ 9,936- Disabled Students Programs & Services (DSPS) (SCC)\$556,693	<u>Action</u>
	*5.2	Approval of Sub-Agreements between RSCCD and Coast Community College District (CCD), Coastline Regional Occupational Program (ROP), and South Orange County CCD for Information Communications Technology/Digital Media Deputy Sector Navigator Grant The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.	<u>Action</u>
	*5.3	Approval of Sub-Agreements between RSCCD and Coastline ROP and Coast CCD/Orange Coast College The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.	<u>Action</u>
	*5.4	Approval of Sub-Agreement between RSCCD and City College of San Francisco The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contrac- tual agreement on behalf of the district.	<u>Action</u>
	*5.5	Approval of Sub-Agreements between RSCCD and South Orange <u>County CCD and Huntington Beach Union School District</u> The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.	<u>Action</u>

^{*} Item is included on the Consent Calendar, Item 1.6.

*5.6	Approval of Agreement with Young Company Creative Marketing Communications, Inc. for Brand Research and Strategy Development The administration recommends approval of the contract with Young Company Creative Marketing Communications, Inc. for brand research and strategy development as presented.	<u>Action</u>
5.7	 <u>First Reading of Revised Board Policies</u> The following revised board policies are presented for first reading as informational items: BP 2015 Student Member BP 5501 Student <u>Athletics/Activities</u> Athlete Code of Conduct <u>BP5201.5</u> 	<u>Information</u>
5.8	Adoption of Resolution No. 14-08 authorizing payment to Student <u>Trustee Absent from Board Meetings</u> This resolution requests authorization of payment to Student Trustee Luis Correa for his absence from the February 18, 2014, board meeting and planning session due to illness.	<u>Action</u>
5.9	 <u>Reports from Board Committees</u> Board Facilities Committee Board Policy Committee Orange County Community Colleges Legislative Task Force 	<u>Information</u>
	Board Member Comments TO CLOSED SESSION	Information

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) Vice President
- 2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
- 3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the <u>Brown Act</u>. 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 <u>Management/Academic Personnel</u>
 - Approval of Appointments
 - Approval of Adjusted Hourly Rates due to Change in Duty Days
 - Approval of 2014-2015 Tenure Review Recommendations
 - Approval of Changes of Assignments
 - Approval of Adjusted Effective Date for Ratification of Resignations/ Retirements
 - Approval of Stipends
 - Approval of Part-time Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services

6.2 <u>Classified Personnel</u>

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Ratification of Resignations/Retirements
- Approval of Changes in Position
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going 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 <u>Authorization for Board Travel/Conferences</u>

7.0 <u>ADJOURNMENT</u> - The next regular meeting of the Board of Trustees will be held on March 24, 2014.

Action

Action

Action

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

Board of Trustees (Regular meeting)

Tuesday, February 18, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Larry Labrado. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, and Ms. Nelida Mendoza Yanez. Mr. Luis Correa was not present due to illness and Mr. Jose Solorio was not present due to out-of-town business. Mr. Phillip Yarbrough arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. 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. John Zarske, Academic Senate President, Santa Ana College

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hanna, seconded by Ms. Mendoza Yanez, and carried unanimously to approve an addendum for Item 6.1 (Academic/Management Personnel) and an addendum for Item 6.2 (Classified Personnel).

1.4 Public Comment

Ms. Barbara Lamere spoke regarding the parking spaces at Centennial Park being used by students attending Centennial Education Center.

Mr. Craig Rutan spoke regarding board meetings not being held on Tuesdays. He asked that the board consider scheduling future board meetings to occur on a week that did not include a holiday on Monday.

1.5 Approval of Minutes

It was moved by Mr. Mendoza Yanez, seconded by Ms. Alvarez, and carried unanimously to approve the minutes of the meeting held February 3, 2014.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez, seconded by Ms. Barrios, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.4 (Agreement with Linik Corporation for Construction Management Services for Santa Ana College [SAC] Projects) and Item 4.5 (Construction Services Agreement, Site Lease, and Facilities Sub-Lease Agreements with McCarthy Building Companies, Inc. for SAC Projects), removed by Mr. Hanna:

- 4.1 <u>Approval of Payment of Bills</u> The board approved payment of bills as submitted.
- 4.3 <u>Approval of Agreement with Hensel Phelps Construction Company for Pre-</u> <u>Construction Consulting Services for Central Plant Project at Santa Ana College</u> (SAC) The board approved the agreement with Hensel Phelps Construction Company

for pre-construction consulting services for the Central Plant Project at SAC as presented.

- 4.6 <u>Approval of Agreement with Hahn Partners, Inc. for Move Management</u> <u>Consulting Services for Santa Ana College and Santiago Canyon College</u> The board approved the agreement with Hahn Partners, Inc. for move management consulting services for SAC and SCC as presented.
- 4.8 <u>Approval of Purchase Orders</u> The board approved the purchase order listing for the period December 15, 2013, through February 1, 2014.
- 5.1 <u>Approval of First Amendment to Subcontract Agreement between Rancho Santiago Community College District (RSCCD) and Los Rios Community College District</u> The board approved the amendment and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the amendment on behalf of the district.
- 1.7 <u>Public Hearing</u> Adopt Certain Findings Prerequisite to Award of Energy Service Contract Under Government Code Sections 4217.10 – 4217.18 for Request for Proposal #1314-24 for District Office HVAC Renovation

There were no public comments.

1.8 <u>Public Hearing</u> – Adopt Certain Findings Prerequisite to Award of Energy Service Contract Under Government Code Sections 4217.10 – 4217.18 for Request for Proposal #1314-23 for the Retro-Commissioning of Science Building at Santiago Canyon College (SCC)

There were no public comments.

Mr. Yarbrough arrived at this time.

2.0 BOARD PLANNING SESSION

2.1 Board of Trustee's Annual Planning Session

The planning session included the following documents and activities:

- Mr. Didion presented a review of the Board's Planning Design, as adopted on February 19, 2013, and indicated a progress report on the implementation of the RSCCD Comprehensive Master Plan will take place in August or September 2014.
- Dr. Linda Rose, Vice President of Instruction, Santa Ana College, and Mr. Aaron • Voelcker, Assistant Dean of Institutional Effectiveness and Assessment, Santiago Canyon College, presented a report on the 2013 Student Success Scorecard for Santa Ana College and Santiago Canyon College. The annual report is based upon college data submitted to the state through the Chancellor's Office management information system. The report replaced the former Accountability Reporting for the Community Colleges report that was provided to the state legislature. Dr. Rose and Mr. Voelcker reviewed the background of the report including Assembly Bill 1417 and legislation authorizing the California Community Colleges Chancellor's Office (CCCCO) to design and implement a performance measurement system. The outcomes of the report are for the system as a whole and for individual colleges, but do not rank colleges. The scorecard shows how each college performs on a number of metrics, including three primary areas of the community college mission: transfer, basic skills, and career technical education. The report is available to the public on the CCCCO website. Dr. Rose and Mr. Voelcker reviewed the information provided for each college including a description of the college; annual unduplicated headcount of students, gender, age, and ethnicity of students; full-time equivalent student information (FTES); course sections (credit/non-credit); median credit section size; the percentage of full-time faculty; and student groups. They also reviewed the five performance indicators: (1) completion, (2) persistence, (3) 30+ units, (4) remedial, and (5) career technical education, and data for each indicator as described according to those who are "prepared" and those who are "unprepared" for college work.

Mr. Hanna asked if the percent of full-time faculty figures were for each college or the district. Dr. Rose and Mr. Voelcker indicated the full-time faculty figures were a district figure; therefore, it's the same percent (65%) for both colleges.

Mr. Yarbrough asked how the large amount of non-credit students affects the figures for the report. Mr. Voelcker indicated the student success scorecard data includes combined figures for credit and non-credit students. Dr. Rose indicated

2.1 <u>Board of Trustee's Annual Planning Session</u> – (cont.)

when the data is sent to the chancellor's office, the figures are disaggregated and the state combines the figures for the report.

Mr. Hanna asked why SAC's figures for remedial rates did not include math figures. Dr. Rose stated that the cohort used for remedial rates was for 2006-2007 and was not available from the state chancellor's office to use with the 2011-2012 statistics. She indicated the problem with the math cohort had been corrected for use in future statistics.

Ms. Alvarez asked if every student was included in the cohort; Dr. Rose indicated only first-time students were included in the cohort. Ms. Alvarez asked if every first-time student is included in the cohort; Mr. Voelcker indicated first-time students that attempted any math or English classes within three years and completed six units were included in the cohort.

The Student Success Scorecard is one tool, among many, that the district uses to assess the effectiveness of its institutions. The district also uses comprehensive and continuous assessment which includes data from different local sources and different perspectives, such as on-going classroom assessment; on-going planning and program review; and on-going research conducted by the District Research Department.

- Mr. Didion presented a report on the 12 Measures of Success. The report was compiled by the Educational Services department on selected factors of institutional effectiveness and has been produced on an annual basis since 1998. Board members received clarification on data presented in the report from Mr. Didion.
- Mr. Didion provided the status report on the RSCCD Strategic Plan objectives.
- Mr. Didion explained the process of dispersing into small discussion groups of trustees, faculty, staff, students, and the public to review the current RSCCD goals and objectives.

Board members and those in attendance dispersed into small groups at 5:57 p.m. to discuss concerns or questions relating to the goal activities/progress to date; additional activities to be considered; and additional data or evidence that would be helpful to evaluate progress on the goals in the next six months. The RSCCD Comprehensive Master Plan 2013-2023 Goals discussed are:

Goal 1 – RSCCD will assess the educational needs of the communities served by RSCCD and will adjust instructional programs, offerings, and support services and will allocate resources as needed to optimize the alignment of students' needs with services and fiscal resources.

2.1 <u>Board of Trustee's Annual Planning Session</u> – (cont.)

Goal 2 – RSCCD will assess the educational needs of the communities served by RSCCD and then pursue partnerships with educational institutions, public agencies, non-profit organizations, and business/industry/labor to collaboratively meet those needs.

Goal 3 – RSCCD will annually improve the rates of course completion and completion of requirements for transfer, degrees, certificates, and diplomas.

Goal 4 – RSCCD will support innovations and initiatives that result in quantifiable improvement in student access, preparedness, and success.

Goal 5 – RSCCD will use a cycle of integrated planning that will demonstrate the effective use of resources.

The board reconvened at 6:21 p.m.

Mr. Didion provided a report on the discussions regarding Goal 1; Ms. Corine Doughty provided a report on the discussions regarding Goal 2; Mr. Jorge Sandoval provided a report on the discussions regarding Goal 3; Dr. Marilyn Flores provided a report on the discussions regarding Goal 4; and Mr. Hardash provided a report on the discussions regarding Goal 5. The abovementioned discussions relating to goals are to be compiled by Mr. Didion.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 <u>Report from Chancellor</u>

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

Dr. Rodriguez reported the following will be discussed in closed session:
Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

3.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College Mr. Juan Vázquez, President, Santiago Canyon College

Dr. Martinez and Mr. Vázquez reported that staff continues to edit the first draft of the self-evaluation report related to accreditation.

3.3 Report from Student Trustee

Mr. Luis Correa, Student Trustee, was not in attendance due to illness.

3.4 Reports from Student Presidents

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

Mr. Jorge Sandoval, Student President, Santa Ana College Mr. Jason Wayne, Supreme Justice, Santiago Canyon College

3.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College Mr. John Zarske, Academic Senate President, Santa Ana College

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

4.2 <u>Adoption of Resolution No. 14-07 – Agreement for Energy Conservation Services</u> with Southland Industries for HVAC Renovation at District Office

It was moved by Ms. Alvarez, seconded by Mr. Yarbrough, and carried unanimously to adopt Resolution No. 14-07 – Agreement for Energy Conservation Services with Southland Industries for the HVAC renovation at the district office as presented.

4.4 <u>Approval of Agreement with Linik Corporation for Construction Management</u> <u>Services for Santa Ana College Projects</u>

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the agreement with Linik Corporation for construction management services for SAC projects as presented. Mr. Hanna asked that the following documents be added to the minutes to give the community an indication on the amount of time required of the staff to develop a list of qualified companies: Memorandum dated 02-18-14 from Mr. Hardash regarding the pre-qualified short list for construction management and lease-leaseback entities, and document regarding the overview of the Request for Qualifications (RFQ) and the Request for Proposals (RFP) process. Mr. Hanna explained that the district developed the RFQ and RFP process after Measure E was passed and commended staff on the time spent following the process. The motion carried unanimously to approve the agreement with Linik Corporation for construction management services for SAC projects as presented.

4.5 <u>Approval of Construction Services Agreement, Site Lease, and Facilities Sub-</u> <u>Lease Agreements with McCarthy Building Companies, Inc. for Santa Ana College</u> <u>Projects (Tessman Planetarium Upgrade and Restroom Addition, Parking Lot #11</u> <u>Expansion and Improvements, and Temporary Village)</u>

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the construction services agreement, site lease and facilities sub-lease agreements with McCarthy Building Companies, Inc. for SAC projects as presented. Mr. Hanna confirmed with Ms. Carri Matsumoto that McCarthy Building Companies, Inc. and other companies on the short list for construction management and lease-leaseback entities agreed to pay the prevailing wage to its workers and abide by a community/ student workforce agreement if the board chooses to approve one. The motion carried unanimously to approve the construction services agreement, site lease and facilities sub-lease agreements with McCarthy Building Companies, Inc. for SAC projects as presented.

4.7 <u>Adoption of Resolution No. 14-06 – Agreement for Energy Conservation Services</u> with Southland Industries for Retro-Commissioning of Science Building at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt Resolution No. 14-06 – Agreement for Energy Conservation Services with Southland Industries for the retro-commissioning of the Science building at SCC as presented. Discussion ensued. The motion carried unanimously.

5.0 GENERAL

Item 5.1 was approved as part of Item 1.6 (Consent Calendar).

5.2 Reports from Board Committees

Mr. Labrado provided a report on the February 13, 2014, Board Facilities Committee meeting.

Ms. Barrio provided a report on the February 6, 2014, Orange County Community Colleges Legislative Task Force meeting.

5.3 Board Member Comments

Ms. Barrios expressed concern over the drought in California and asked if the district has a program or is planning to take a leadership position within the community in addressing this issue.

Mr. Yarbrough reported he recently resigned from the City of Orange Oversight Board of the Successor Agency to the Orange Redevelopment Agency. He stated that there is no need to reassign anyone to serve on the committee. Mr. Yarbrough indicated that he continues to serve on the Oversight Board of the County of Orange as Successor Agency to the Orange County Development Agency.

5.3 <u>Board Member Comments</u> – (cont.)

Mr. Yarbrough announced that his 14-year-old son, Elliott, is enrolled in a piano class at Santiago Canyon College.

Ms. Alvarez gave a report on the Association of Community College Trustees (ACCT) National Legislative Summit in Washington, D.C. and indicated she asked that a document from the conference be forwarded to board members via email.

Ms. Mendoza Yanez reported she recently visited the Veterans' Resource Center and the welding department at Santa Ana College and encouraged board members to visit those offices. She asked that a presentation be given on both departments.

Ms. Mendoza Yanez thanked Ms. Lilia Tanakeyowma for her assistance with a student.

Mr. Hanna suggested that the board consider recessing to closed session at an earlier time during the meeting when the board has an attorney waiting to discuss an issue during closed session.

Due to time constraints, Mr. Hanna gave a brief report on the ACCT National Legislative Summit in Washington, D.C. and asked that documents he provided from the conference be distributed to board members.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:29 p.m. to consider the following items:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
- 2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
- Conference with Labor Negotiator (pursuant to Government Code Section 54957.6) Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
 Employee Organizations: California School Employees Association, Chapter 888
- 4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

 5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
 Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
 Property Address: 4540 E. Riverdale Avenue, Anaheim, California
 Negotiating Parties: Orange Unified School District
 Under Negotiation: Sale of Property

RECONVENE

The board reconvened at 8:02 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed the aforementioned items and the board took no reportable action during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve FARSCCD Beyond Contract Step Increases/Effective Spring 2014
- Approve FARSCCD Part-time Hourly Step Increases/Effective Spring 2014
- Approve Leaves of Absence
- Approve Stipends
- Approve FARSCCD Part-time Hourly Column Changes
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 <u>Classified Personnel</u>

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve the following action on the classified personnel docket:

- Approve Hourly On Going to Contract Assignments
- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Leaves of Absence

6.2 <u>Classified Personnel</u> – (cont.)

- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

6.3 Approval of Credit Instructional Calendar for 2014-2015

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve the 2014-2015 Credit Instructional Calendar.

6.4 Approval of Search Consultant for Santiago Canyon College Presidential Search

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve engaging Community College Search Services (CCSS) and authorize the chancellor or his designee to execute the required documents to retain CCSS.

7.0 ADJOURNMENT

The next regular meeting and Board Planning Session of the Board of Trustees will be held on March 10, 2014.

There being no further business, Mr. Labrado declared this meeting adjourned at 8:03 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D. Chancellor

Approved: _

Clerk of the Board

Minutes approved: March 10, 2014

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

2323 N. Broadway Santa Ana, CA 92706 (714) 480-7340 – Office (714) 796-3950 – Fax

Date: February 18, 2014

To: Dr. Raúl Rodríguez

From: Peter J. Hardash and Carri Matsumoto

Subject: Responses to Board Facilities Committee Questions – February 13, 2014

List of Pre-Qualified Short List Consultants: the committee wanted to know what firms were on the pre-qualified short list for construction management and Lease-leaseback entities.

Construction Management:

- RFQ released and advertised 8/5/13 and deadline to respond 8/22/13
- Paper screened by committee 9/16/13 and 9/23/13
- Interviews 10/3/13 and 10/4/13
- Short List established 12/5/13
- RFQ released to 31 firms, 16 firms responded, 11 firms were interviewed, 10 firms were deemed pre-qualified for the shortlist:
 - 1. Abacus
 - 2. Arcadis
 - 3. Bernards
 - 4. Cumming
 - 5. Kitchell
 - 6. Linik
 - 7. McCarthy
 - 8. O'Connor
 - 9. Telacu
 - 10. Tilden-Coil

Lease-leaseback Entities:

- RFQ released and advertised 9/20/13 and deadline to respond 10/21/13
- Paper screened by committee 10/22/13
- Interviews (deemed not necessary)
- Short list established 10/22/13
- RFQ released to 9 firms, 5 firms responded, all 5 firms deemed pre-qualified for the shortlist:
 - 1. CW Driver
 - 2. DPR
 - 3. Hensel Phelps
 - 4. McCarthy
 - 5. Tilden-Coil

Number of Hours Worked on the Qualifications and Selection Process: the committee wanted to better understand the amount of effort involved and the hours it took to get to the contract recommendations on the docket.

- To provide a better understanding of the qualifications and proposal process. Attached is a short summary of the process and the steps for both the Request for Qualifications process as well as the Request for Proposal process that staff and program consultants have undertaken.
- The Request for Qualifications process is undertaken first to establish a pre-qualified shortlist for certain professional consultant services. The pre-qualified short list is then utilized for future Request for Proposals on projects.
- This is an estimate of hours only as the process involves a number of entities at various times in the process. In some cases, legal counsel is advised, the OCIP (Owner Controlled Insurance Provider) administrator is advised upon and the design team as well if necessary. Staff had to estimate the number of hours to provide an example of the amount of effort involved in the process. The following should assist in summarizing the efforts for a few of the contracts on the docket. Committee members include: District staff and program consultants. RFQs and RFPs and contracts may involve attorney preparation and other consultants as well.

Pre-Construction Consulting Services, Hensel Phelps Contract for the Central Plant Project at SAC:

- RFQ LLB preparation and released 9/20/13 (24 hours minimum preparation, review and response time, involved 3 district reps and legal counsel to get RFQ released)
- RFQ paper screening 10/22/13 (4 hours, involved 6 panel members)
- RFQ LLB Interviews (6 hours, involved 6 panel members)
- RFQ Shortlist process and established (2 hrs, involved 1 district rep)
- LLB Central Plant Interviews 3 entities 10/31/14 (6 hours, involved 5 panel members and lease-leaseback team members from 3 firms DPR, Hensel Phelps, McCarthy)
- RFP Central Plant prep and released to two entities Hensel Phelps and McCarthy 11/19/13 and 12/18/13 (4 hours, involved 2 district reps to prep, review and release RFP)
- RFP paper screening 12/18/13 (4 hours, involved 4 panel members)
- RFP interviews 12/18/13, 1/13/14, 1/15/14, 1/22/14 (8 hours, involved 4 panel members plus Hensel Phelps and McCarthy team members)
- RFP Site walks 12/27/13, 1/16/14 (4 hours involved design team, one district rep, Hensel Phelps and McCarthy team members)
- Contract preparation and negotiations 1/24/14 2/4/14 (8 hours minimum by 1 district rep, additional legal counsel time on contract preparation)

<u>Construction Management Consulting Services, Linik Corporation Contract for four projects</u> <u>at SAC (Parking Lot 11/Retention Basin, Temporary Village, Planetarium, Dunlap Hall)</u>

- RFQ released 8/5/13 (24 hours minimum preparation, review and response time, involved 2 district reps and legal counsel to get RFQ released)
- RFQ paper screening 9/16/13, 9/23/13 (16 hours minimum, involved 6 panel members)
- Interviews 10/3/13, 10/4/13 (16 hours minimum, involved 6 panel members)
- RFQ Shortlist process and established (2 hrs, involved 1 district rep)
- RFP released to 3 firms 1/10/14 (2 hrs, involved 1 district rep)
- RFP paper screening 1/23/14 (2 hours, involved 6 panel members)
- RFP interviews 1/24/14 (4 hours, involved 6 panel members)
- Contract negotiations 1/25/14 2/4/14 (8 hours, involved 1 district rep)

<u>Lease-Leaseback Agreement, McCarthy Construction Contract for Three Projects at SAC</u> (Parking Lot 11/Retention Basin, Temporary Village, Planetarium)

- RFQ LLB preparation and released 9/20/13 (24 hours minimum preparation, review and response time, involved 3 district reps and legal counsel to get RFQ released)
- RFQ paper screening 10/22/13 (4 hours, involved 6 panel members)
- RFQ LLB Interviews (6 hours, involved 6 panel members)
- RFQ Shortlist process and established (2 hrs, involved 1 district rep)
- RFP released to 4 firms 11/20/13 preparation time (16 hours minimum, involved 2 district reps, legal counsel and architect team to get RFP released)
- RFP response and addendum period 11/20/13 1/7/14 (24 hours minimum, involved 2 district reps, architect team to provide and manage responses)
- RFP paper screening 1/10/14 1/15/14 and 1/22/14 (16 hours minimum, involved 4 panel members)
- RFP interviews 1/15/14 and 1/22/14 (4 hours, involved 4 panel members)
- Contract negotiations 1/22/14 2/10/14 (24 hours minimum, involved 3 district reps, legal counsel, OCIP administrator at various times in process)

OVERVIEW OF THE REQUEST FOR QUALIFICATIONS (RFQ) AND REQUEST FOR PROPOSALS (RFP) PROCESS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Page 14 February 18, 2014

Minutes Board of Trustees

REQUEST FOR QUALIFICATIONS PROCESS



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Minutes Board of Trustees

3 oard of Trust **REQUEST FOR QUALIFICATIONS PROCESS** Panel Panel Members **Members** Paper Create Meet to Meet to Panel Screen Create Review **RFQs** Members

Inform Firms Finalize Short-List Firms Check References Firms

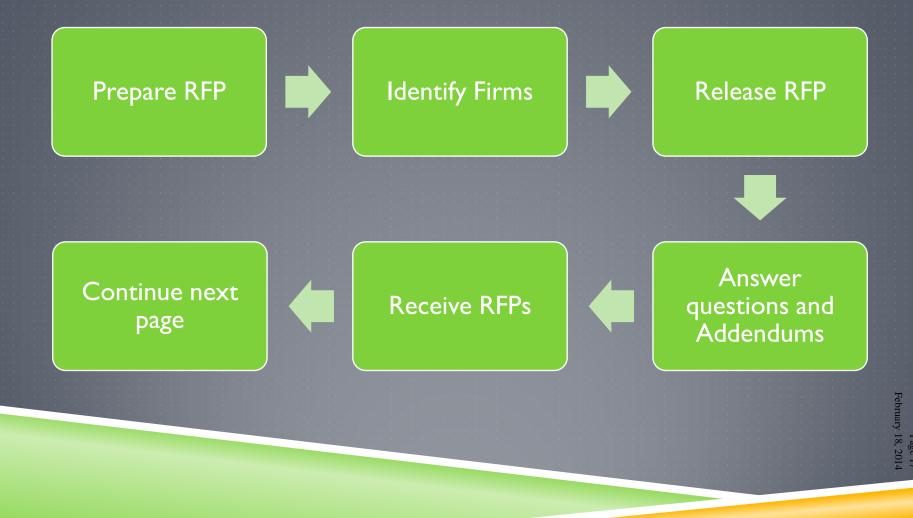
Evaluation

Criteria

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Firms to

Interview

REQUEST FOR PROPOSALS PROCESS (STANDARD PROJECT)



RANCHO SANTIAGO COMMUNITY COLLEGE

Minutes Board of Trustees

REQUEST FOR PROPOSALS (STANDARD PROJECT) CONT.



Minutes Board of Trustees

REQUEST FOR PROPOSALS PROCESS (LEASE-LEASEBACK PROJECT)



RANCHO SANTIAGO COMMUNITY COLLEGE

30ard of Trustee

REQUEST FOR PROPOSALS PROCESS LEASE-LEASEBACK PROJECT



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Minutes Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Administrative Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Re: Approval of NUVENTIVE,LLC. Subscription License Agreement for "TracDat"	
Action: Request for Approval		

BACKGROUND

TracDat is an online assessment and strategic planning system developed and hosted by Nuventive,LLC. TracDat is a management tool used by a large number of California community colleges to meet assessment and planning needs and to overcome common obstacles of assessment. The templates within TracDat assure a uniformity of reporting that simplifies collection, review, management and utilization of data. TracDat provides ongoing, institution-wide visibility into targeted improvement activities around student learning. TracDat also provides a flexible structure through which faculty and staff can collect program review data, analyze results, align program goals to institutional goals, and take program improvement actions. As a web-based application, users can access the program from anywhere they have an internet connection.

ANALYSIS

TracDat is designed to facilitate entry of assessment plans and results/analysis at the course, program, department, and functional area levels. TracDat provides users with a collection of pre-formatted reports that address critical aspects of the assessment cycle. Information relevant to assessment at all levels of the College can be efficiently stored, accessed and analyzed through the web-based application. The agreement has been reviewed by Vice President Collins, and has a two (2) year license term. In signing a two year subscription license agreement for TracDat, SAC is able to gain a 27% discount over a one-year agreement, saving the college \$22,464 over the two-year period. After the two (2) year term expires, the College can elect to pay a yearly licensing fee of \$30,368, or may convert to a perpetual license at the end of the initial two (2) year period and host TracDat on SAC servers at a lesser amount.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Nuventive, LLC.

Fiscal Impact:	\$60,736.00	Board Date: March 10, 2014	
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services		
Submitted by:	Erlinda J. Martinez, Ed.D.,	J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Cha	ncellor, RSCCD	

TRACDATTM SOFTWARE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into between Nuventive, LLC., a Delaware corporation, 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237 ("NUVENTIVE") and the Licensee identified in Exhibit A of this Agreement.

RECITALS

Read the terms and conditions of this Agreement carefully. NUVENTIVE markets and distributes the TracDatTM software program described in Exhibit A ("NUVENTIVE Software"). This Agreement permits the Licensee to have access to and to use TracDatTM. Payment of a subscription fee and issuance of a password are required for access to TracDatTM. If the subscription fee has not been paid or if the subscription has expired or has been terminated pursuant to the terms of this or any other license agreement, Licensee will be denied access to TracDatTM.

The NUVENTIVE Software and any and all associated media, printed materials, and online or electronic documentation delivered or available for Licensee are together referred to in this Agreement as the "Application." The Application may be accessed by Licensee and its authorized users through the Internet. The Application is copyrighted and licensed (not sold) for use by the Licensee only. The Application is limited to use solely for the express purposes permitted in this Agreement. The Application is the property of NUVENTIVE. This Agreement is effective upon execution of this Agreement by Licensee and its acceptance by NUVENTIVE.

NUVENTIVE and Licensee desire that subject to the terms and conditions of this Agreement, NUVENTIVE grant Licensee a non-exclusive license to use the NUVENTIVE Software for its own internal purposes.

NOW, THEREFORE, intending to be legally bound hereby, NUVENTIVE and Licensee agree as follows:

1. **DEFINITIONS**

Defined terms used in this Agreement shall have the meanings set forth below:

1.1. "Confidential Information" shall mean confidential or other proprietary information that is disclosed by NUVENTIVE to Licensee under this Agreement, including without limitation, software designs and code, product specifications and documentation, product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Licensee; (ii) is disclosed by Licensee with the prior written approval of NUVENTIVE; or (iii) is disclosed pursuant to any judicial or governmental order, provided that Licensee gives NUVENTIVE sufficient prior notice to contest such order.

1.2. "Designated Contacts" shall mean the two (2) employees of Licensee that are identified in Exhibit A who may place calls to NUVENTIVE for Support Services. Licensee may change the Designated Contacts by providing NUVENTIVE with two (2) days prior written notice specifying such change.

1.3. "Designated User (or Users)" shall mean any person or persons designated by Licensee who has been engaged as an administrative employee of Licensee or who is part of the faculty of Licensee, or who is otherwise affiliated with the Licensee as an employee or contractor and requires access to the NUVENTIVE Software on behalf of Licensee.

1.4. "Documentation" shall mean written materials relating to the NUVENTIVE Software provided by NUVENTIVE to Licensee under this Agreement.

1.5. "Effective Date" shall mean the earlier of the date that Licensee or any of its authorized users first accesses the NUVENTIVE Software and logs on as a user after execution of this Agreement, or the date identified on Exhibit A of this Agreement as the Effective Date.

1.6. "NUVENTIVE Software" shall mean the TracDatTM software that is identified as NUVENTIVE Software in Exhibit A, and any Updates thereto.

1.7. "Intellectual Property Rights" shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the NUVENTIVE Software, Confidential Information and Documentation, including without limitation, all right, title and interest arising under U.S. common and statutory law and the laws of other countries to all: (i) patents and all filed, pending or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) trade secret rights and equivalent rights; (iii) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work; (iv) database software; and (v) proprietary indicia, trademarks, trade names, symbols, logos and/or brand names.

1.8. "License Fee" shall mean the subscription fee identified as the License Fee in Exhibit A that is paid by Licensee for the NUVENTIVE Software under Section 5.1.

1.9. "Material Defect" shall mean any reported malfunction, error or other defects in the NUVENTIVE Software that: (i) can be reproduced by NUVENTIVE and Licensee; and (ii) constitutes a substantial nonconformity with the Specifications for the NUVENTIVE Software.

1.10. "Specifications" shall mean published specifications applicable to the NUVENTIVE Software that are in effect as of the Effective Date. During the Term, when NUVENTIVE substantially amends the Specifications, NUVENTIVE shall inform Licensee of the revised Specifications.

1.11. "Standard Hours" shall mean the period of time from 9:00 a.m. until 5:00 p.m., Eastern Time, Monday through Friday, excluding holidays on which NUVENTIVE is not open for business.

1.12. "Support Services" shall mean: (i) diagnosis and response to Material Defects via telephone or email; and (ii) providing telephone and email support and providing qualified personnel to aid in the diagnosis and response to Material Defects.

1.13. "Term" shall mean the subscription term set forth in Exhibit A attached to this Agreement, and any renewals thereof properly exercised and paid for by the Licensee.

1.13. "Update" shall mean a revision of the NUVENTIVE Software, which NUVENTIVE generally makes available without additional charge to licensees of the NUVENTIVE Software. Updates shall include bug fixes and corrections provided by NUVENTIVE for the NUVENTIVE Software. The inclusion of new functionality, modules or products within an Update is within the sole discretion of NUVENTIVE.

2. LICENSE GRANT

After this Agreement has been accepted by Licensee, the License Fee has been paid, and Licensee's password has been activated, NUVENTIVE grants to Licensee and its Designated Users a non-exclusive, non-transferable, limited license to access and use the Application for the subscription Term set forth in Exhibit A attached hereto. The Application includes any and all associated media, printed materials and online or electronic documentation related to the use of TracDatTM that are available for use by licensed users for so long as the subscription is in effect. The Recitals set forth above are hereby incorporated into and are a part of this Agreement.

Licensee shall have the sole responsibility and discretion for determining those individuals to be designated as users of the NUVENTIVE Software, and for providing access to the NUVENTIVE Software to such Designated Users. Licensee will provide all password and log-in information to its Designated Users, and Licensee will be solely responsible for controlling and administering the distribution and use of such information by its Designated Users. Licensee shall be solely responsible for maintaining the accuracy and integrity of all files, data and other content created or stored by Licensee or its Designated Users ("Data") through its use of the NUVENTIVE Software. NUVENTIVE shall not under any circumstance have any responsibility or liability whatsoever with respect to access to or the content of any files, data or other content created or stored by Licensee or any user designated by Licensee to use the Application. Licensee is not authorized to make any claims, representations, warranties or agreements on behalf of NUVENTIVE to users or others, or relating to the Application.

3. ACCESS TO APPLICATION; SUBSCRIPTION FEE

3.1 Access to the Application. The Application may only be accessed by a Designated User over the Internet at NUVENTIVE's TracDatTM web site for use only as authorized by this Agreement. Each user accessing the Application shall be bound by the terms of this Agreement, and NUVENTIVE may require as a condition of access to the NUVENTIVE Software that each user accept the terms hereof or another "click-through" license agreement consistent with this Agreement. Licensee acknowledges that it is responsible for providing all equipment and connectivity necessary for Licensee and its users to access the Internet and the Application. The costs of providing such equipment and connectivity shall be Licensee's sole responsibility, and not the responsibility of NUVENTIVE.

3.2 Subscription Fee; Password. To access and use the Application, Licensee must have a fully paid-up subscription. The license fee for the NUVENTIVE Software license is set forth on Exhibit A attached to this Agreement. Payment of the subscription fee permits Licensee and its Designated Users to access the Application for the applicable subscription Term commencing on the date the Licensee's administrative password is first activated, unless the subscription is terminated earlier under the terms of this Agreement. Upon acceptance of the terms of this Agreement, NUVENTIVE will furnish Licensee with, and activate, Licensee's administrative password. NUVENTIVE will attempt to notify Licensee prior to the normal expiration of Licensee's subscription, so that the subscription may be renewed prior to expiration.

Licensee should only provide authorized administrator users with access to Licensee's administrative password. In the event that an administrator user does not have the proper password for access, the user may email NUVENTIVE's customer support during normal business hours. The user will be required to answer specific questions to confirm the user's identification. If these questions are not answered properly, NUVENTIVE may deny the user access to the Application and any Data stored through use of the Application until such time that the user is able to provide to NUVENTIVE evidence, to NUVENTIVE's reasonable satisfaction, as to the user's identification. Licensee will control and administer the distribution of log-in information to Licensee's Designated Users. Upon the expiration or termination of Licensee's subscription, Licensee may request a copy of the data entered by Licensee and its Designated Users and stored through use of the Application (the "Licensee Data"), and the Licensee Data will be provided to Licensee in a standard electronic format.

4. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY; RESTRICTIONS

4.1. Intellectual Property Rights. As between Licensee and NUVENTIVE, NUVENTIVE is the sole owner of the Application and the Intellectual Property Rights. By paying the subscription fee Licensee obtains no ownership rights in the Intellectual Property Rights. Rather, Licensee has a license to use the Application during the Term as set forth in this Agreement as long as it has a fully paid-up subscription and is in compliance with the terms in this Agreement. All rights not granted to Licensee in this Agreement are expressly reserved to NUVENTIVE. Licensee hereby recognizes that NUVENTIVE retains all Intellectual Property Rights in the NUVENTIVE Software, Documentation and Confidential Information, including without limitation, all corrections, modifications and other derivative works to the NUVENTIVE Software. Licensee hereby assigns to NUVENTIVE all Intellectual Property Rights it may now or hereafter possess in the NUVENTIVE Software, Documentation and Confidential Information, and all derivative works thereof and agrees (i) to execute all documents, and take all actions, that may be necessary to confirm such rights, and (ii) to retain all proprietary marks, legends and patent and copyright notices that appear on NUVENTIVE Software, Documentation and Confidential Information provided or delivered to Licensee by NUVENTIVE and all whole or partial copies thereof.

4.2. Confidentiality. Licensee agrees to observe complete confidentiality with respect to the Confidential Information; not to disclose, or permit any third party or entity access to, the Confidential Information (or any portion thereof) without prior written permission of NUVENTIVE; and to insure that any employees, or any third parties who receive access to the Confidential Information, are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing the Confidential Information. Without limiting the foregoing, Licensee agrees to employ with regard to the Confidential Information procedures no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information.

4.3 Restrictions and Responsibilities. This Agreement does not convey to Licensee an interest in or to the Application, but only a limited right of use during the Term by and through web access only, revocable in accordance with the terms of this Agreement. Licensee has the right to use the Application only in object code form, only on the designated web site, and only for the purposes for which it was designed to be used. Licensee acknowledges and understands that the Application is not specifically developed or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous application. No promise is made or implied that NUVENTIVE's web site will be available at all times or that it will not be subject to downtime, interruptions or other service problems. Licensee agrees that neither it nor its Designated Users will use the Application or any portion thereof in any manner not expressly authorized by this Agreement. Licensee may not publish, display, disclose, rent, sell, lease, modify, loan, sublicense, distribute, download or create derivative works based on the Application or any part thereof. Licensee may not reverse engineer, decompile, translate, adapt or disassemble the Application or any portion thereof; nor shall Licensee attempt to create the source code from the object code for the Application. The restrictions set forth in this Section 4.3 shall not apply to Licensee's ability to use its Data in any lawful manner that is consistent with Licensee's ownership rights to its Data.

Licensee acknowledges and agrees that it has made its own examination and evaluation of the Application and has concluded based on its own examination and evaluation that the Application will be adequate for the purposes intended by Licensee. All decisions and/or other results ("Results") made or prepared by Licensee using the Application are made or prepared solely by Licensee at Licensee's sole risk. Use of the Application does not relieve Licensee of any responsibility or obligation it may have, including but not limited to responsibility for Results provided to any third party, for the content, accuracy, and review of such Results or for the use of Licensee's Data. All decisions of Licensee to use the Application and/or to have other persons affiliated with Licensee use the Application are solely the result of Licensee's examination and evaluation of the Application.

Licensee may not (i) evade or attempt to evade the security of the Application or NUVENTIVE's network, (ii) use the Application in any manner not contemplated by this Agreement or the Documentation, (iii) use the Application in a manner (other than as recommended or contemplated by the Application's Documentation) that would impair or interfere with the operation of the Application or the network upon which it is accessed or accessible, or (iv) utilize the software for unauthorized linking to or framing of another web site or web page.

Licensee agrees to use the Application and NUVENTIVE's network and servers only for lawful purposes. Licensee may not use, or allow any other person to use the Application or NUVENTIVE's network or servers either directly or indirectly, to make, create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication which Licensee or any Designated User knows or should know: (a) violates any rights of others, including but not limited to, infringement of any proprietary rights, copyrights, trademarks, patents or trade secrets; (b) libels, defames or slanders any person, or infringes upon any person's privacy rights; (c) contains or embodies any computer virus, harmful component or corrupted data; (d) adversely affects the performance or availability of NUVENTIVE's network or any user thereof; (e) violates any applicable local, state, national, international or foreign law; or (f) violates any agreement Licensee has with any person or entity. Upon any breach or violation of the restrictions in this Section 4.3, or upon any threat of imminent damage or harm to NUVENTIVE, NUVENTIVE's network or users of the Application, NUVENTIVE may remove Licensee's Data (or other data) from the Application or terminate Licensee's access to the Application or any portion of the Application.

Without limiting the generality of the foregoing, Licensee shall at all times use the Application in accordance with all applicable privacy laws and regulations and with any privacy notices or terms posted by NUVENTIVE on its web site, and Licensee shall ensure that all necessary consents have been obtained in accordance with such laws, regulations and notices in order to transfer or disclose any personal information (as defined in the applicable privacy laws and regulations).

4.4. **Ownership**; Access. As between Licensee and Licensor, Licensee will at all times be the owner of the Licensee Data. Licensee is responsible for all Licensee Data and for its accuracy. Licensor shall not disclose or use any Licensee Data, except that Licensee agrees, acknowledges and grants to Licensor, its employees, contractors, agents and successors and assigns the right to use, access and disclose the Licensee Data as follows: (i) they may share Licensee Data with their affiliates and other companies and individuals engaged to perform system maintenance and other management or audit functions on their behalf, but such affiliates, companies and individuals may use Licensee Data only to perform such functions; (ii) they may disclose Licensee Data in special cases when there is reason to believe that disclosing Licensee is necessary to identify, contact or bring legal action against any person who may cause injury to, or interfere with, Licensor's rights or property or another person or entity's rights or property; (iii) they may disclose Licensee Data when required by law; (iv) they may disclose Licensee Data if Licensee Data is being used or may be used for an unlawful purpose; and (v) in the event that Licensor sells its TracDatTM business, Licensor shall have the right to assign this Agreement including the right of Licensor to use, access and disclose the Licensee Data as part of the assets to be sold, and the right to transfer the Licensee Data to the purchaser's hosting environment; provided, however, that the purchaser of such assets is bound by the same terms and conditions with respect to the use, access and disclosure of Licensee Data as is contained in this License Agreement. Subject to the foregoing, Licensor shall not rent or sell any Licensee Data to third parties without the consent or express designation or authorization of the Licensee permitting such Licensee Data to be provided to third parties.

5. FEES

5.1. License Fee. In consideration of the licenses granted hereunder, Licensee shall pay to NUVENTIVE the License Fee specified in Exhibit A at the times and from time to time as set forth in Exhibit A. Any rights to renew the subscription for use of the NUVENTIVE Software, and the subscription fees applicable thereto, are set forth in Exhibit A.

5.2. Taxes. The License Fee does not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the licensing, use or support of the NUVENTIVE Software. Licensee shall pay, or reimburse NUVENTIVE for, all such taxes imposed on Licensee or NUVENTIVE, provided, however, that Licensee shall not be liable for any taxes based on NUVENTIVE's net income.

5.3. Payment. All taxes or other applicable costs initially paid by NUVENTIVE but to be borne by Licensee shall be paid within thirty (30) days of receipt of an invoice from NUVENTIVE. Any amount payable by Licensee under this Agreement which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowable rate, whichever is less. Licensee shall pay all of NUVENTIVE's costs and expenses (including reasonable attorney's fees) to enforce NUVENTIVE's rights under this Section 5.3. All invoices and payments shall be in US Dollars.

6. LIMITED WARRANTY

6.1. Limited Warranty. NUVENTIVE warrants that the NUVENTIVE Product will be free from Material Defects during the Term for as long as Licensee continues its subscription for the NUVENTIVE Software under this Agreement and is current in payment of any License Fee due hereunder. NUVENTIVE's sole responsibility under this warranty shall be, at NUVENTIVE's option, to either correct such Material Defect, or to permit Licensee to terminate this Agreement and receive a refund of any prepaid portion of any License Fee. If NUVENTIVE is unable to correct such Material Defect, and Licensee elects to terminate this Agreement, Licensee will cease accessing the Application and

return all Documentation and other materials in its possession to NUVENTIVE as required under Section 10.3, and upon payment by NUVENTIVE of any prepaid portion of any License Fee to Licensee, neither party shall have any further liability under this Agreement, except those obligation that specifically survive the termination of this Agreement.

6.2. Limitations. The foregoing limited warranty applies only to Licensee. NUVENTIVE shall have no obligation to provide warranty services if the Material Defect in the NUVENTIVE Software is caused by operator error, or by use of the NUVENTIVE Software that is not in accordance with the Documentation or other operating instructions provided to Licensee for the NUVENTIVE Software.

Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THIS ARTICLE 6, 6.3. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE APPLICATION AND NUVENTIVE'S NETWORK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. NUVENTIVE DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION, DOCUMENTATION OR NUVENTIVE'S NETWORK IS ERROR FREE, THAT ALL ERRORS IDENTIFIED WILL BE CORRECTED OR THAT THE APPLICATION OR NUVENTIVE'S NETWORK WILL SUPPORT LICENSEE'S NEEDS. NUVENTIVE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE AVAILABILITY, CONNECTIVITY, SPEED OR UPTIME OF NUVENTIVE'S WEB SITE OR NETWORK, OR THE RESULTS OF THE APPLICATION, OR THAT THE APPLICATION WILL MEET LICENSEE'S EXPECTATIONS OR REQUIREMENTS. NUVENTIVE SPECIFICALLY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION WITH RESPECT TO THE QUALITY, COMPATIBILITY OR CONTINUITY OF ANY THIRD PARTY TELECOMMUNICATION, INFORMATION SYSTEMS OR INTERNET SERVICE PROVIDER'S CONNECTIVITY OR SYSTEMS, OR WITH RESPECT TO THE FUNCTIONALITY, OPERABILITY OR RELIABILITY OF NUVENTIVE'S OR ANY THIRD PARTY'S DATA SECURITY FEATURES OR SYSTEMS. NUVENTIVE DOES NOT GUARANTEE OR WARRANT THE SECURITY OF THE APPLICATION. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY AND USE OF LICENSEE'S DATA. NUVENTIVE SHALL HAVE NO LIABILITY FOR ANY THIRD PARTY LINKS ADDED TO THE APPLICATION BY LICENSEE OR ITS USERS. USE OF THIRD PARTY LINKS ARE AT LICENSEE'S SOLE RISK AND DISCRETION. NUVENTIVE GIVES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

THIS LICENSE IS FOR COMMERCIAL USE ONLY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE EXCLUSIONS AND/OR LIMITATIONS, AND THE LIMITATION OF LIABILITY PROVISIONS OF SECTION 9 OF THIS AGREEMENT, MAY NOT APPLY TO LICENSEE.

7. SUPPORT AND MAINTENANCE

7.1. Support. NUVENTIVE, at its sole option, at any time, may modify the Application, issue new versions of the Application, or establish rules relating to use of the Application, or after the end of Term or any renewal thereof cancel or discontinue the Application. Upon activation of Licensee's subscription, NUVENTIVE shall provide to Licensee Support Services for the NUVENTIVE Software. NUVENTIVE will provide on-going Support Services to Licensee's Designated Users until the earlier of (i) the termination or expiration of this Agreement or (ii) such time as Licensee notifies NUVENTIVE that it is no longer authorizing users to use the Application. Support Services will be provided during Standard Hours. Training on how to use the Application, if offered by NUVENTIVE to Licensee pursuant to Exhibit A, will be provided to Licensee at the rates set forth on Exhibit A. NUVENTIVE has no obligation to support the Application, correct any defects or Material Defects, or create any upgrade, except as provided in this Section 7.

7.2. Support Services. NUVENTIVE shall provide telephone consultation within two (2) business days of NUVENTIVE's receipt of a telephone request from a Designated Contact for Support Services during Standard Hours. For calls received after Standard Hours, NUVENTIVE shall provide a means whereby requests for consultation can be recorded outside of Standard Hours.

7.3. Additional Support Services. NUVENTIVE may offer Licensee higher level support, training services and other services, relating to the NUVENTIVE Software that are not included in the Support Services. If such services are offered by NUVENTIVE, they may be purchased under a separate Agreement at NUVENTIVE's then current standard rates.

8. PATENT AND COPYRIGHT INDEMNITY

8.1. Indemnification. NUVENTIVE will defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the NUVENTIVE Software infringes any copyright or United States patent and NUVENTIVE will indemnify Licensee from any costs, damages and fees finally awarded against Licensee in such action which are attributable to such claim. Licensee agrees to notify NUVENTIVE promptly in writing of any claim, to permit NUVENTIVE to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

8.2. Remedies. Should any NUVENTIVE Software become, or in NUVENTIVE's opinion be likely to become, the subject of a claim for infringement of a copyright or United States patent, NUVENTIVE may (i) procure for Licensee, at no cost to Licensee, the right to continue to use the NUVENTIVE Software, (ii) replace or modify the NUVENTIVE Software at no cost to Licensee, to make such non-infringing, provided that the replacement or modified NUVENTIVE Software provides substantially similar function and performance; or (iii) if neither (i) or (ii) are practical, terminate the right to use such NUVENTIVE Software, remove access to the NUVENTIVE Software and grant Licensee credit thereon for any prepaid portion of any License Fee paid by Licensee.

8.3. Limitation of Liability for Infringement. NUVENTIVE shall have no liability for any claim based upon: (i) the combination, operation or use, or attempted use, of any NUVENTIVE Software with equipment, devices or software not supplied or specified by NUVENTIVE; (ii) the alteration or modification of any NUVENTIVE Software that was not made by NUVENTIVE or with NUVENTIVE's approval; or (iii) the failure by Licensee to use the NUVENTIVE Software in accordance with the Documentation or other operating instructions provided by NUVENTIVE.

8.4. Entire Liability. This Article 8 states the entire liability of NUVENTIVE with respect to infringement of any third party intellectual property rights by the NUVENTIVE Software and NUVENTIVE shall have no additional liability with respect to any alleged or proven infringement.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL NUVENTIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF FILES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF OPPORTUNITY, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION OR RESULTING FROM FAILURE OR BREACH OF SECURITY, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR LOSS OF FILES OR DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR PERFORMANCE, REGARDLESS OF THE CAUSE INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO NUVENTIVE'S NETWORK, PROGRAMS OR SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF NUVENTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE'S EXCLUSIVE REMEDY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHICH LICENSEE MAY INCUR OR SUFFER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, AT LAW OR OTHERWISE, SHALL BE TO RECOVER DAMAGES IN AN AMOUNT THAT IS NOT IN EXCESS OF THE AGGREGATE DOLLAR AMOUNT OF THE SUBSCRIPTION FEE PAID FOR LICENSEE'S SUBSCRIPTION FOR ONE YEAR. TO THE EXTENT THAT NUVENTIVE'S LIABILITY UNDER THIS AGREEMENT CANNOT BE SO LIMITED OR EXCLUDED BY LAW, LIABILITY SHALL BE LIMITED TO REPLACING ANY DEFICIENT SOFTWARE OR CORRECTING ANY DEFICIENCY THEREIN, AS ELECTED SOLELY BY NUVENTIVE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. TERM AND TERMINATION

10.1. Term. This Agreement is effective when NUVENTIVE accepts Licensee's offer to enter into this Agreement and activates Licensee's password and shall continue in full force and effect for so long as Licensee has a fully paid-up subscription, unless terminated early under the terms of this Agreement. This Agreement shall be subject to renewal or extension pursuant to the provisions of Exhibit A. Licensee may terminate this Agreement at any time by notifying NUVENTIVE that Licensee is canceling its subscription. NUVENTIVE may terminate this Agreement, without giving up its right to use any other remedy it may have, if Licensee fails to comply with any of the terms of this Agreement. Early termination of this Agreement or by law. At the termination of this Agreement or the license

to use the NUVENTIVE Software for any cause whatsoever, Licensee shall discontinue its use of the NUVENTIVE Software and shall forfeit all rights to use the NUVENTIVE Software in any way. The rights of NUVENTIVE to enforce the terms and conditions of this Agreement shall survive the termination of this Agreement or the NUVENTIVE Software license.

10.2. Termination for Insolvency. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

10.3. Return of Materials. Upon termination of this Agreement for any reason, Licensee shall return to NUVENTIVE all copies of the NUVENTIVE Software, Confidential Information, Documentation and all other tangible materials related to the NUVENTIVE Software, including without limitation, all modifications and derivative works thereof.

10.4. Survival. The provisions of Section 6.3 and 10.3 and Articles 4, 8, 9 and 11 shall survive the termination of this Agreement for any reason.

11. GENERAL PROVISIONS

11.1. Independent Contractors. The relationship of NUVENTIVE and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Licensee to create or assume any obligation on behalf of NUVENTIVE for any purpose whatsoever.

11.2. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

11.3. Entire Agreement; Modification. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement. Except as provided below, no provision of this Agreement may be terminated, waived or modified unless set forth in a written agreement signed by both parties to this Agreement. NO PURCHASE ORDER OR OTHER LICENSEE ORDERING DOCUMENT THAT PURPORTS TO MODIFY OR SUPPLEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL ADD TO OR VARY THE TERMS OR CONDITIONS HEREIN PROVIDED. ALL SUCH PROPOSED VARIATIONS OR ADDITIONS ARE OBJECTED TO BY NUVENTIVE.

NUVENTIVE shall have the right to change the terms of this Agreement upon 30 days notice to Licensee. If any new term or changed term substantially restricts Licensee's lawful use of the Application and is unacceptable to Licensee, Licensee may cancel its subscription within 30 days of notice from NUVENTIVE of such change and Licensee may be entitled to a partial refund of its License Fee for the unexpired portion of its subscription. NUVENTIVE has the right to adopt or amend rules of use or change the terms of this Agreement immediately if such rules or changes are necessary to protect users' Data or to prevent harm to NUVENTIVE's network or other persons or property, and no License Fee refund will be made in such circumstances.

Notices. To the fullest extent permitted by applicable law, this Agreement and any other agreements, 11.4. notices or other communications regarding use of the Application ("Communications") by Licensee, may be provided to Licensee electronically and Licensee agrees that such Communications may be in electronic form. Electronic Communications may be delivered to any email address provided by Licensee for such purpose, or Communications may be posted on the pages within NUVENTIVE's TracDatTM web site. Communications may be printed and retained, and NUVENTIVE recommends that Licensee print and retain copies of all Communications. All Communications in either electronic or paper format will be considered to be in "writing". NUVENTIVE reserves the right but assumes no obligation to provide Communications in paper format. Licensee may revoke Licensee's consent to receive electronic Communications by notifying NUVENTIVE of Licensee's decision to do so, by sending an e-mail message to NUVENTIVE at support@nuventive.com or by telephoning support at 877-427-4768 in the United States. If Licensee revokes its consent to receive Communications electronically, NUVENTIVE may terminate Licensee's right to use the Application. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, by electronic Communications (as described above, unless revoked), or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).

11.5. Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

11.6. Assignability and Binding Effect. Licensee shall not by contract, operation of law, or otherwise assign this Agreement (in whole or part), or delegate performance of any of its obligations under this Agreement without NUVENTIVE's prior written consent. Any such assignment or delegation without NUVENTIVE's prior written consent shall be voidable at NUVENTIVE's option. NUVENTIVE reserves the right to assign any portion of this Agreement with written notice to Licensee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.7. Export. Licensee will not knowingly export or transmit the NUVENTIVE Software, directly or indirectly, to any restricted countries or in any other manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, and any export administration regulations issued thereunder.

11.8. U.S. Governmental Rights. If the NUVENTIVE Software is being licensed on behalf of the U.S. Government (the "Government"), the following provisions apply to this Agreement. If the NUVENTIVE Software is supplied to the Department of Defense ("DOD"), it is classified as "Commercial Computer Software" and the Government is acquiring only "Restricted Rights" in the NUVENTIVE Software and related documentation, as that term is defined in paragraph 252.227-7013(c)(1) of the DOD Supplement to the Federal Acquisition Regulations ("DFAR") (or any successor regulations). If the NUVENTIVE Software is supplied to any unit or agency of the U.S. Government other than DOD, the Government's rights in the NUVENTIVE Software and related documentation will be as defined in paragraph 52.227-19(c)(2) of the Federal Acquisition Regulations ("FAR") or, in the case of NASA, in paragraph 18.52.227-86(d) of the NASA Supplement to the FAR (or any successor regulations).

11.9. Legal Expenses. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs.

11.10 Licensee's Password. Licensee shall not permit or allow any person other than its authorized administrators to use Licensee's administrative password(s) to access the Application, or allow any unauthorized Designated Users to have access to the Application.

11.11 Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

11.12 Authority. The individual signing on behalf of each party to this Agreement represents and warrants that he/she has the authority to act on behalf of such party and to legally bind such party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement effective as of March 10th, 2014

College

Nuventive, LLC

9800B McKnight Road, Suite 255 Pittsburgh, PA 15237 1530 W. 17th Street Santa Ana, CA 92706

By:_____ David F. Raney, M.D.

Title:_____ Nuventive, LLC, CEO By_____ Peter J. Hardash

Title:_____ Vice Chancellor of Business Operations/Fiscal Services

Rancho Santiago Community College District/Santa Ana

Important: Keep this card. Customer License/Support Card Exhibit A **Nuventive Software:** TracDat Rancho Santiago Community College District/Santa Ana College Licensee: 1530 W. 17th Street Santa Ana, CA 92706 Michael T. Collins **Designated** Contact(s): Vice President, Administrative Services License Type: Subscription to access Software through Internet License Term: Two (2) Years Includes TracDat Core Implementation Services Package: **Annual License Fee for Subscription:** \$60,736.00 Please see Professional Services Agreement **Additional Services Package:** \$4,000.00 TracDat Implementation Product Expansion Package Program Review* \$2,000.00 Data Upload Package (One time upload for course and program outcomes from Curricunet)* *Please see Professional Services Agreement **Total Amount:** \$66,736.00 **License Renewal Terms:** TracDat is made available on a "hosted" basis, and as such, is not actually shipped to Licensee. The right of Licensee to continue to use the TracDat hosted system is dependent upon Licensee's payment to Nuventive of ongoing Annual Subscription Fees. On- going Annual Subscription will be \$30,368.00. All fees are payable in advance. Professional Services will be delivered via teleconference and phone consultation as determined with college personnel. If there are any travel & expenses related to on-site delivery of professional services and/or training will be billed at actual expense incurred. Santa Ana College may convert to a perpetual license at the end of the initial two year hosted subscription period for a fee of \$6,000. If Santa Ana College converts to a perpetual license after the end of the third hosted subscription year or after, the conversion fee would be \$750. in both cases the fee would cover moving the TracDat database over as well. For the annual maintenance and support fee associated with the perpetual license, Nuventive would apply a discount of 15% to the then current list price.

How to Reach Us

Worldwide web: http://www.nuventive.com Email: support@nuventive.com **Technical Support:** 877-427-4768 412-847-0285 Fax: System Specifications and Requirements: **End-User Requirements**

Clients may either use a Microsoft Windows based operating system or Apple Macintosh.

Clients may either use a Microsoft Windows based operating system or Apple Macintosh. Clients must be running Microsoft Internet Explorer 9.0or higher, Mozilla Firefox, Safari, or Google Chrome - all stable versions as designated by Google. Nuventive supports selected versions of Microsoft Internet Explorer, Mozilla Firefox, Safari, and Google Chrome. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific 3.1(10)versions.

SAC-14-011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Administrative Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of NUVENTIVE, LLC. Professional Ser	vices Agreement "TracDat"
Action:	Request for Approval	

BACKGROUND

This professional services agreement with Nuventive, LLC. provides "core" TracDat implementation services that will help SAC quickly install and configure the software to meet the College's goals related to efficient and effective SLO (student learning outcome) and SUO (service unit outcome) assessment. The "core" implementation services are included in the cost of the subscription.

SAC is purchasing the TracDat "program review" expansion package which will support the College's program review efforts. To allow for a timely and seamless transfer of course and program outcomes, SAC is also purchasing data import services from Nuventive, LLC.

ANALYSIS

The professional services provided by Nuventive, LLC. will allow for a customized configured system and an operational system to meet the SLO/SUO and program review goals of SAC, as well as trained SAC personnel who will serve as TracDat system administrators in order to configure the system as needed and load SAC-generated plans.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Nuventive, LLC.

Fiscal Impact:	\$6,000.00	Board Date: March 10, 2014
Prepared by: Michael T. Collins, Ed.D., Vice President of Administrative Services		
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

PROFESSIONAL SERVICES AGREEMENT

Agreement entered into by and between Rancho Santiago Community College District on behalf of Santa Ana College, located at 1530 W. 17th Street, Santa Ana, CA 92706 ("Client") and **Nuventive**, LLC, a Delaware limited liability company, located at 9800B McKnight Road, Suite 255, Pittsburgh PA 15237, USA ("Nuventive") as of the *10th day of March, 2014 (the "Effective Date")*. This Professional Services Agreement shall apply to additional Work Orders that may be entered into by and between Nuventive and Client from time to time. This Agreement relates to professional services to be performed for Client in connection with software licensed from Nuventive pursuant to one or more existing License Agreements between Client and Nuventive (the "License Agreement").

NOW, THEREFORE, the parties agree as follows:

Article 1 Definitions

- 1.1 The following capitalized terms used in this Agreement shall have the following meanings:
- 1.1.1 "<u>Agreement</u>" means this Professional Services Agreement and the relevant Work Order.
- 1.1.2 <u>"Confidential Information</u>" means this Agreement, the pricing and fees associated herewith, software, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.
- 1.1.3 "<u>Deliverable</u>" means any work product resulting from the Services that is specifically identified in a Work Order and delivered to Client by Nuventive, including but not limited to software programs, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, inventions and related documentation.
- 1.1.4 "<u>Infringement Claim</u>" means any claim by a third party that the Deliverables infringe or violate any intellectual property right of any third party.
- 1.1.5 <u>"Intellectual Property Rights</u>" means all rights in, to, or arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, and applications therefor, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights anywhere in the world.
- 1.1.6 "<u>Services</u>" means the services to be performed by Nuventive as specified in the applicable Work Order.
- 1.1.7 "<u>Work Order</u>" means any written statement of work executed by the parties specifically referencing this Agreement, generally in the form attached hereto as <u>Exhibit A</u>. In the event of any discrepancies between the terms of this Agreement and the terms as set out in a Work Order, the terms of the Work Order shall prevail.

Article 2 Services

- 2.1 During the term of this Agreement, Nuventive shall perform the Services, including if applicable, the provision of any Deliverables set forth on the applicable Work Order.
- 2.2 Nuventive shall use commercially reasonable efforts to perform all Services in a timely manner and in accordance with the schedule set forth in the Work Order.
- 2.3 Nuventive's ability to perform the Services and to meet any requirements related to these Services depends upon, among other things, Client providing, in a timely manner and at no charge to Nuventive, technical data, computer facilities, programs, files, documentation, test data, sample output, other relevant complete and accurate information and data, resources, assistance and cooperation reasonably required by Nuventive for the performance of the Services. Nuventive will not be responsible for any deficiency in performing Services if such a deficiency results from Client's failure to cooperate with Nuventive. Client is responsible for the content, accuracy, completeness and consistency of all such data, materials and information supplied by it.
- 2.4 Either party may at any time during the progress of the Work propose changes to the Services. The parties shall negotiate in good faith regarding any adjustment to the fees, if applicable, Deliverables and timetables for delivery occasioned by such change. Changes shall be confirmed by a signed written amendment to the Work Order.
- 2.5 Services will be provided for the release of the software as used by the Client on the effective date of the applicable Work Order. Nuventive is not responsible for the migration or re-implementation of the Services for later releases of the software, unless Client enters into a separate Work Order for such migration or re-implementation. If Client desires to receive support for any of the Deliverables, Client may enter into a separate agreement for such services pursuant to mutually agreed support terms and conditions.
- 2.6 Unless documented in a Work Order as a fixed price, fee estimates and any other estimates set out in a Work Order are intended only to be for Client's budgeting and Nuventive's resource scheduling purposes. Such estimates do not include applicable taxes. Nuventive will invoice Client for actual time spent performing the Services; such invoice may exceed amounts estimated in the applicable Work Order.
- 2.7 The relationship of Nuventive to Client is that of an independent contractor and shall not be deemed to create a partnership or joint venture by or between Client and Nuventive. Nothing in this

Professional Services Agreement

SAC-14-012

Agreement is intended or shall be construed to create an employment relationship between Nuventive or its personnel and Client. Nuventive shall have sole control of the manner and means of performing the Services. Neither Nuventive nor its personnel shall be entitled to any Client benefits, including, without limitation, life insurance, death benefits, accident or health insurance, qualified pension or retirement plans or other employee benefits.

Article 3 Fees and Payment

- 3.1 Client will pay Nuventive the fees set forth in the applicable Work Order (the "Fees"). Fees will be on a time and materials basis (unless otherwise provided in the Work Order), and are payable net thirty (30) days from Client's receipt of invoice. Client will reimburse reasonable and necessary business travel expenses incurred by Nuventive in connection with the performance of the Services under this Agreement.
- 3.2 For services provided on a time and materials basis a minimum of one (1) hour per day will be charged for remote Services and a minimum of four (4) hours a day for onsite Services. Regular working hours are between 8:00 am and 6:00 pm, local time. For Services required to be performed outside of these hours, a surcharge may apply. Hourly rates set forth in the Work Order may be adjusted annually by Nuventive.
- 3.3 All amounts as set out in a Work Order are exclusive of any sales, value-added, or other similar taxes imposed by applicable law. Client shall pay or reimburse Nuventive for all such relevant taxes, except for taxes based on Nuventive's income.

Article 4 Term and Termination

- 4.1 This Agreement will take effect on the Effective Date and will remain in effect until terminated in accordance with this Agreement. Work Orders will take effect on the date signed by both parties and will remain in effect until the Services have been completed, unless earlier terminated in accordance with the provisions of the Work Order or this Agreement.
- 4.2 Either party may terminate this Agreement if the other party commits a breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days following its receipt of a written notice of such breach by the non-breaching party.

Article 5 Ownership of Deliverables

- 5.1 Client understands that Nuventive is in the business of providing services to a variety of clients that are the same as or similar services to the Services. Client and Nuventive agree that the relationship established between Client and Nuventive by this Agreement is non-exclusive.
- Nuventive shall own (i) pre-existing program code authored or 5.2 created by Nuventive, (ii) any modifications to any Nuventive proprietary software products licensed to Client, which code shall be and remain the property of Nuventive, and (iii) all right, title and interest (including all Intellectual Property Rights) in and to the Deliverables. Upon receipt of payment in full for all Services from Client, Nuventive grants to Client, with respect to program code owned by Nuventive as set forth in clauses (i) and (iii) above, a perpetual, worldwide, nonexclusive, nontransferable right and license (without right to sublicense) to use such Deliverables for its own internal purposes, and not for commercial resale, distribution or otherwise, subject to any other rights or restrictions set forth in the applicable Work Order. Client shall not sell, disclose or otherwise make the Deliverables available to any third party without the prior written consent of Nuventive. Except for the limited rights and

Professional Services Agreement

licenses expressly granted hereunder, no other license is granted in nor is any other use permitted with respect to any program code owned by Nuventive and which constitutes part of the Deliverables. Nuventive is the sole and exclusive owner of all right, title and interest in any and all any know-how, expertise, knowledge or experience possessed by Nuventive prior to the Effective Date or developed or learned by Nuventive in connection with providing the Services. Except as expressly set forth herein, no license is granted by either party to or the other with respect to any technical or business information or Intellectual Property Rights.

Article 6 Warranties and Limitation of Liability

- 6.1 Nuventive shall perform its duties and responsibilities under this Agreement in a professional and workmanlike manner, in accordance with performance standards generally prevailing in the industry, the terms of this Agreement and the applicable Work Order. Nuventive shall use commercially reasonable and industry standard methods to prevent the Services from introducing any malicious code or viruses into any Client computer system or network. Nuventive's indemnification obligations in the applicable License Agreement(s) shall apply with respect to any Deliverables provided to Client by Nuventive under this Agreement.
- 6.2 EXCEPT AS SPECIFICALLY STATED IN SECTION 6.1 ABOVE, NUVENTIVE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. NUVENTIVE DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.
- 6.3 NUVENTIVE, ITS MEMBERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS WILL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF NUVENTIVE AND/OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4 CLIENT'S SOLE REMEDY IN THE EVENT OF ANY BREACH OF WARRANTY OR COVENANT IN THIS AGREEMENT SHALL BE NUVENTIVE'S REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF SUCH REPERFORMANCE DOES NOT CURE THE DEFICIENCY, CLIENT SHALL BE ENTITLED TO RECEIVE A REFUND OF ANY AMOUNTS PAID BY CLIENT FOR THE DEFICIENT SERVICES. EXCEPT FOR NUVENTIVE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL NUVENTIVE'S TOTAL AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT UNDER THE WORK ORDER GIVING RISE TO THE CLAIM.

Article 7 Confidentiality

7.1 Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the term of this Agreement and following the expiration or termination hereof. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but in no event less than reasonable care. Each party may only disclose Confidential Information to its employees on a need-to-know basis solely for the purpose of fulfilling its obligations under this Agreement. The receiving party may disclose Confidential Information if required by a governmental

agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. Confidential Information does not include information that (i) is known to the receiving party prior to its disclosure by the disclosing party hereunder, (ii) is or becomes publicly available or known in the industry through no act or omission of the other party, (iii) is developed independently without violation of this clause, or (iv) is obtained from a third party without restrictions on disclosure.

Article 8 Miscellaneous

- 8.1 This Agreement is the entire agreement between Client and Nuventive with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between Client and Nuventive with respect to the subject matter hereof. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement, or other business form that Client may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Nuventive to object to such terms, provisions, or conditions.
- 8.2 Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused by events, occurrences, or causes beyond the control of such party, but the inability to meet financial obligations is expressly excluded. In the event of any such occurrence, the delayed party

shall provide written notice to the other, and shall use reasonable efforts to remedy its inability to perform.

- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the State as designated in the License Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applicability to this Agreement.
- 8.4 This Agreement may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by an authorized representative of Nuventive and Client. No provision hereof shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorized representative of the party granting such waiver.
- 8.5 Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except in connection with a merger, consolidation, or transfer of all or substantially all of its assets or business. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- 8.6 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, sent by registered mail return receipt requested, or sent by overnight courier to the appropriate address set forth herein, or (ii) sent by email or facsimile, subject to confirmation of actual receipt.
- 8.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement as of the Effective Date.

Nuventive LLC:		Rancho Santiago Ana College:	o Community College District/Santa
By (signatory):	David F. Raney, M.D.	By (signatory):	Peter J. Hardash
Title:	Nuventive, LLC CEO	Title:	Vice Chancellor of Business Operations/Fiscal Services
Signature:		Signature:	
Date:		Date:	

EXHIBIT A

NUVENTIVE

1. Administration	
Customer:	Rancho Santiago Community College District/Santa Ana College
Address:	1530 W. 17 th Street
	Santa Ana, CA 92706
Customer Contact:	Michael T. Collins, Vice President, Administrative Services
	Phone: 714-564-6303
Customer Purchase Order number:	
Nuventive Professional Services Contact:	David Choban, Director of Services Phone: 724-772-8071
Nuventive Sales Contact:	Scott Johnson, Vice President, Sales
	Phone: 650-924-9258

vise noted)
included in cost of subscription
\$4,000.00
\$2,000.00 (one time upload for
course & Program
outcomes from Curricunet)
-

3. Work Details

High level description of work to be provided: Please see attached document

Project assumptions, constraints: Please see attached document

Location(s) where the Services will be rendered:

4. Additional Terms & Conditions

If there is any onsite professional services or training, travel & expenses related to the on-site delivery will be billed at actual expense incurred.

5. Compliance	
Acceptance by authorized Customer representative	
Santa Ana College	
Print Authorized Representative:	
Authorized Representative Job Title:	
Date:	
Authorized Representative Signature:	



Core TracDat Implementation

The Core TracDat implementation helps customers quickly install and configure the software to meet their goals in <u>one</u> of three areas; academic assessment, non-academic/operational assessment, or strategic planning. Nuventive's consultants work closely with the customer's team to understand existing planning and assessment processes, configure the system to align with those processes, train internal staff to serve as TracDat administrators, and provide ongoing guidance as the customer deploys the system.

Service Detail

The Core TracDat implementation includes the following activities and deliverables:

1. Engagement Planning

Engagement planning activity sets the foundation for a successful TracDat implementation by clearly articulating the scope, timeline, and process participants. Nuventive consultants collect necessary information and review it to tailor the implementation to the customer's specific situation.

a. Initial Planning Call: Engagement planning begins with a conference call that includes the customer and the Nuventive consultant. Customer participants should include the executive sponsor and project manager, along with other customer leaders as desired. The goals of this call are to introduce key players, determine the initial focus (if not already known) and project scope, gain a high-level understanding of the customer's current process and maturity, lay out the schedule and format (onsite or remote) for subsequent activities, and determine the customer

personnel who will participate. This call also serves as a forum for explaining the implementation process and answering any questions about the product or the process.

b. **Documentation Review**: The Nuventive consultant will submit a request for documentation to the customer, which will include samples of existing plans, planning processes, and roles and responsibilities. The consultant will review this documentation and address any questions with the customer's project manager.

Deliverables: Engagement planning activity will generate the following deliverables:

- Project Scope: A document that briefly describes the agreed-upon project scope and sets the boundaries for subsequent implementation activities.
- *Project Schedule*: A document that provides agreed-upon dates, locations, and participants for implementation activities.

Customer Participation: The initial planning call will take approximately two hours. Additional phone conversations with the project manager may be required to schedule meetings and address documentation-related questions.

2. Implementation

Implementation activity focuses on setting up the TracDat system to reflect the customer's goals, planning process, organization, and terminology. The Nuventive consultant will pre-configure the system based on a review of the customer's plans, and will work with customer team members to complete and test the configuration.

a. **Pre-configuration**: Based on a review of the customer's existing plans and conversations with customer team members, the Nuventive consultant will pre-configure the system prior to formal meetings. Nuventive will then work with the customer's IT department to install the pre-



2

configured software on their servers (assuming a non-hosted customer).

- b. Situational Analysis: In this initial meeting with the customer's leadership and project team, the Nuventive consultant will facilitate a discussion of the customer's overall objectives and expectations for use of the TracDat system. Focusing on those objectives, the consultant will provide an overview of TracDat's capabilities to familiarize the team with the system. To ensure that configuration decisions were correct and understandable in the customer's context, the consultant and the customer team will review the pre-configured system.
- c. **Configuration:** The Nuventive consultant will guide the customer's core project team through additional system configuration, incorporating information discovered during the situational analysis. This will include custom labeling, defining assessment units and reporting units, creating list options for drop-downs, defining custom fields if needed, creating user accounts, modifying on-line text, and determining navigation settings.
- d. **Testing:** The Nuventive consultant will guide the core project team as they enter a small set of existing plans into the system. This activity validates decisions made during configuration. Additional changes to the configuration will be made as necessary if the team uncovers other issues.
- e. Administrator Training: Configuration and Testing activities are conducted in a hands-on manner with core project team members who will serve as TracDat administrators. The Nuventive consultant focuses not only on properly configuring the system, but also on ensuring that customer personnel learn how to configure the system and enter plans themselves. By the end of administrator training, TracDat administrators will know how to perform all tasks needed to continue system deployment and migration of existing plans into TracDat.



Deliverables: Implementation activity will generate the following deliverables:

- Pre-Configured System: Prior to beginning meetings with the customer's team, TracDat will be pre-configured and installed based on Nuventive's understanding of the customer's needs, providing a starting point for in-depth configuration activities.
- Operational System: At the conclusion of implementation activity, the customer will have a working TracDat installation configured to their needs and ready to accept customer-generated plans.
- Trained Administrators: Customer personnel who will serve as TracDat administrators will be trained to configure the system and load customer-generated plans, and will know how to access Nuventive's library of training and support materials.

Customer Participation: Onsite implementation activities are consolidated into a focused, two-day working session. The customer's project manager and core project team members should expect to spend two full days working with the Nuventive consultant. Other customer personnel will be asked to attend specific sessions, but will not be needed for the full two days. For implementation activities conducted remotely, a series of smaller sessions might be spread over a longer timeframe.

3. Deployment Planning

Deployment planning activity provides the customer with system configuration documentation, and a high-level plan for completing system deployment.

a. Implementation Wrap-Up: The Nuventive consultant will facilitate a meeting with the customer's project team to review progress to date, and walk the team through any remaining steps required to complete deployment. This meeting also will include an overview of TracDat's advanced features and how they might be used to support customer objectives.



4 7/2/2012 3.2 (9) b. **Deployment Plan Development**: The Nuventive consultant will create a deployment plan for the customer, which documents project objectives, system configuration decisions, and other relevant information from previous activities. It also will include a roadmap and general timeline of customer activities required to fully enter plans into the system and place TracDat in production. In addition, the plan will highlight any project risks uncovered by the Nuventive consultant, along with suggestions for mitigating them. This plan will be reviewed with the customer's project manager.

Deliverables: Deployment planning activity will generate the following deliverables:

• Deployment Plan: Written documentation of key implementation activities and decisions, a roadmap for deployment, and a risk-mitigation plan.

Customer Participation: The implementation wrap-up meeting will take place as part of the two-day, intensive implementation process if held onsite, or as a remote session. The project manager must participate in a phone call to review the deployment plan.

4. Deployment Checkpoints

Scheduling deployment checkpoints as part of the deployment planning activity provides an opportunity for the Nuventive consultant to review progress with the customer, provide advice, and address questions that may arise.

Customer Participation: Several one- to two-hour checkpoint meetings will be held over the course of the deployment. At a minimum, these meetings should be attended by the customer's project manager. Other customer personnel also may choose to attend.



5 7/2/2012 **3.2 (10)**

Customer Requirements

To properly configure the system to reflect customer needs, and to create a team that can support the product following implementation, the customer must provide access to appropriate personnel and information over the course of the project. The implementation plan assumes that the customer will fill the following roles. Note that a single individual may assume multiple roles.

- **Executive Sponsor(s):** One or more executives who will serve as the customer's overall project leader(s), and will be responsible for ensuring staff participation, making key decisions, and setting overall project direction.
- **Project Manager:** The customer will provide a project manager who will be responsible for coordinating internal staff, scheduling meetings, assembling documentation, and serving as the Nuventive consultant's primary contact. The project manager will participate in key meetings, review all deliverables, and will coordinate the deployment of TracDat following its implementation.
- TracDat Administrators: The customer should designate at least two staff members to serve as TracDat administrators. Each will be trained to manage the system and will serve as key resources to support deployment and answer end-user questions. These personnel usually come from the customer's institutional research/planning function, and typically are not IT staff.
- Existing Documentation: The customer will provide the Nuventive consultant with a sampling of existing plans, an overview of the planning process, roles and responsibilities in the planning process, and other information as requested.
- Workspace: The customer will provide the Nuventive consultant with appropriate onsite workspace to conduct group meetings and presentations, including a conference room large enough to accommodate the project team, a computer projector, a white board, and access to TracDat for the consultant and all participants.



6 7/2/2012 3.2 (11)



TracDat Implementation Product Expansion

TracDat Product Expansion implementation helps existing customers expand their use of TracDat to meet goals in <u>one</u> additional focus area such as academic assessment, non-academic/operational assessment, or strategic planning. Nuventive's consultants will work closely with the customer's team to understand existing planning and assessment processes in the new focus area, help the customer configure the system to align with those processes, and provide ongoing guidance as they deploy TracDat in the new area.

Service Detail

TracDat product expansion implementation includes the following activities and deliverables:

1. Engagement Planning

Engagement planning sets the foundation for a successful product implementation by clearly articulating the project's scope and timeline, and identifying participants. Nuventive consultants collect and review necessary information to tailor implementation to the customer's specific needs.

a. Initial Planning Call: Engagement planning begins with a conference call between the customer and the Nuventive consultant. Customer participants should include the executive sponsor and project manager, and may include other customer leaders as desired. Both parties will use this call to meet any new players, determine project scope, gain a high-level understanding of the customer's current process and maturity, lay out the schedule and format (onsite or

remote) for subsequent activities, and determine which customer personnel will participate.

b. **Documentation Review**: The Nuventive consultant will submit a documentation request to the customer, which will include samples of existing plans, planning processes, and roles and responsibilities. The consultant will review this documentation and address any questions with the customer's project manager.

Deliverables: Engagement planning activity will generate the following deliverables:

- Project Scope: A document that briefly describes the agreed-upon project scope, setting the boundaries for subsequent implementation activities.
- *Project Schedule*: A document providing agreed-upon dates, locations, and participants for implementation activities.

Customer Participation: The initial planning call will take approximately 90 minutes. Additional phone conversations with the project manager may be required to schedule meetings and address documentation-related questions.

2. Implementation

Implementation sets up TracDat based on the customer's goals, planning process, organization, and terminology. The Nuventive consultant will work with a customer team to complete and test the configuration.

a. **Situational Analysis**: In this initial meeting with the customer's leadership and project team, the Nuventive consultant will facilitate a discussion of customer objectives for use of TracDat in the specific focus area. The consultant will provide an overview of TracDat's capabilities emphasizing those objectives to familiarize the team with the system. The consultant will present options on best approaches to meet the objectives, which will be based on Nuventive's experience with similar implementations.



- b. **Configuration:** The Nuventive consultant will work with the customer's core project team, guiding it through system configuration to accommodate the additional focus area and incorporating information discovered in the situational analysis. This may include custom labeling, defining assessment units, defining reporting units, creating list options for drop-downs, defining any needed custom fields, modifying on-line text, and determining navigation settings.
- c. **Testing:** The Nuventive consultant will guide the core project team through the process of entering a small set of existing plans into the system to validate configuration decisions. If issues arise, the team will make additional changes to the configuration.

Deliverables: Implementation activity will generate the following deliverables:

• Operational System: At the conclusion of implementation activity, the customer will have installed TracDat software that is modified to meet the requirements of the new focus area, and is ready to accept customer-generated plans.

Customer Participation: Expansion engagements often can be conducted remotely, with sessions scheduled at the customer's convenience. If the customer and consultant decide to conduct the engagement onsite, implementation will be consolidated into a focused, two-day working session. The customer's project manager and core project team members should expect to spend the full two days working with the Nuventive consultant. Other customer personnel will be asked to attend specific sessions, but will not be needed for the full two days.

3. Deployment Planning

Deployment planning provides the customer with documentation of the system configuration and a high-level plan for completing system deployment in the new focus area.

a. **Implementation Wrap-Up**: The Nuventive consultant will facilitate a meeting with the customer's project team to review progress, and walk the team through the steps



required to complete the deployment. This meeting also will include an overview of TracDat's advanced features and how they might be used to support customer objectives.

b. **Deployment Plan Development**: The Nuventive consultant will create a deployment plan, including documentation of project objectives, system configuration decisions made, and other relevant information. It also will include a roadmap and general timeline for activities the customer must complete in order to enter plans into the system and put TracDat in production in the new area. In addition, the plan will highlight any project risks uncovered by the Nuventive consultant, along with suggestions for mitigating them. The consultant and the customer's project manager will review the plan.

Deliverables: Deployment planning will generate the following deliverables:

• Deployment Plan: Written documentation of key implementation activities and decisions, a roadmap for deployment, and a risk mitigation plan.

Customer Participation: The implementation wrap-up meeting will take place as part of the two-day, intensive implementation process if held onsite, or as a remote session otherwise. The project manager must participate in a phone call to review the deployment plan.

4. Deployment Checkpoints

The Nuventive consultant will schedule checkpoints as part of deployment planning activity, which provides opportunities to review progress with the customer, offer advice, and address any questions that arise during deployment.

Customer Participation: Several one- to two-hour checkpoint meetings will be held over the course of the deployment. At a minimum, these meetings should be attended by the customer's project manager. Other customer personnel also may attend.



Customer Requirements

To properly configure the system and to create a team that can support the product following implementation, the customer must provide access to the appropriate personnel and information throughout the project. The implementation plan assumes that the customer will fill the following roles. Note that a single individual may assume multiple roles on the project.

- **Executive Sponsor(s):** One or more executives who will serve as the customer's overall project leader, and will be responsible for ensuring staff participation, making key decisions, and setting overall project direction.
- **Project Manager:** The customer will provide a project manager who will be responsible for coordinating internal staff, scheduling meetings, assembling documentation, and serving as the primary contact for the Nuventive consultant. The project manager will participate in key meetings, review all deliverables, and be responsible for coordinating TracDat deployment following implementation.
- TracDat Administrators: The customer should designate at least two staff members to serve as TracDat administrators. Each will be trained to manage the system and will serve as key resources, supporting deployment and answering end-user questions. These personnel typically come from the customer's institutional research/planning function not the IT staff. It is assumed that the same administrators who support the existing TracDat system also will be responsible for supporting the expansion into the new focus area.
- **Existing Documentation:** The customer will provide the Nuventive consultant with samples of existing plans, an overview of the planning process, roles and responsibilities in the planning process, and other information as requested.
- Workspace: The customer will provide the Nuventive consultant with appropriate workspace to conduct group meetings and presentations while on-site, including a conference room large enough to accommodate the project team, a data projector, a white board, and access to TracDat for the consultant and all participants.





TracDat Data Import Services

Institutions often have existing data they wish to import into their TracDat database (i.e., program outcomes, course outcomes, etc.). Nuventive's consultants will work with TracDat customers to clearly define the clients import needs, translate the client's data into an importable format, and perform the data import.

Service Detail

Data Import Services includes the following activities and deliverables:

1. Planning

The planning activity sets the foundation for a successful data import effort by: clearly understanding the client's existing data structures and import wishes, and mapping the client's existing data into TracDat's data structure.

- a. Initial Planning Call: The planning process begins with a conference call involving the Nuventive consultant and the customer's team, which should include the Project Manager and the TracDat Administrator. The goals of this call are to define what data should, and can be, included in the import and the format of the clients existing data. The Nuventive consultant will facilitate this call, asking relevant questions to gather required scoping information.
- b. **Provide Cost Estimate:** Using the information gathered during the planning call, Nuventive will develop an estimated price range and project timeline. The customer will use the cost and time estimate to decide if and when to move forward with the data import effort.
- c. **Statement of Work:** If the client wishes to move forward with the data import effort, a meeting of the Nuventive

consultant, the Nuventive technical representative, and the customer will be scheduled. During this meeting the initial scope will be reviewed and all details of the import discussed and defined. Nuventive will develop a Statement of Work (SOW) that includes the customer's requirements, along with a fixed price and project timeline. The customer will review the SOW and request any changes prior to final approval. Nuventive will incorporate any requested changes into the SOW, and make any resulting revisions to pricing and/or the timeline

Deliverables: The planning activity will generate the following deliverables:

- Initial Quote: A simple estimate of the cost and timing to import data into TracDat according to the information gathered on the initial planning call.
- Statement of Work (SOW): A document that describes the agreed-upon project scope, including the customer's business and data requirements, a fixed price, and a project timeline. This document will serve as the blueprint for the development effort. Any changes to the requirements outlined in the finalized SOW will require additional sign-offs by the customer and Nuventive, and may result in changes in pricing and timing.

Customer Participation: The two planning calls will take approximately one hour each. Additional phone or email conversations may be needed to gather additional information. Following receipt of the quote, the customer must decide whether or not to proceed with the data import effort. If the customer decides to move forward, they must review the written SOW, request any desired modifications, and sign off on the final version.

2. Data Import

During data import, the Nuventive team will work with the customer to ensure the data being imported meets all the requirements for a successful import. If during the planning calls it was determined that the client wishes Nuventive to reformat their existing data into an importable format, rather than the client doing it themselves, then steps a and b below are not required.

a. **Data Request**: Nuventive will provide the customer with instructions on how to deliver the information they wish to be



imported. This will include a mock up document (e.g., excel) to be used as the template for the client's data submittal

- b. **Exception List**: Upon receiving the client's data in the specified format, Nuventive will provide the client with a list of any data or formatting issues that do not meet the specified standards.
- c. **Mock Data Import:** Nuventive will run the data import against a backup copy of the client's database and review the import with the client. This mock import will be used to get sign-off, from the client, confirming the data can be imported into the client's production database. If changes need to be made that fall outside the original SOW, then a modified SOW may be necessary, and changes in pricing and timing may result.
- d. **Data Import**: Nuventive will work with the clients IT staff to coordinate and perform the import of the data into the production database, if the TracDat database is housed at the institution. If Nuventive hosts the TracDat database, then Nuventive will perform the data import.
- e. **Sign-Off:** Once the data has been imported into the production database, the customer will sign off on the data import.

Deliverables: Development activity will generate the following deliverables:

- Exception List: This list will be provided to the client in order to notify them of any changes needed to the format of the data provided for import. (This deliverable is not provided if Nuventive is reformatting the clients data into an importable format, rather than the client doing it themselves)
- Imported Data: The production database will have the imported data defined in the SOW

Customer Participation: The customer will need to provide the data to be imported in the format requested by Nuventive. The customer's project team will also need to review the mock import and provide feedback. If TracDat is hosted at the client's site, then the client will need to provide a technical resource to facilitate the import of the data to the production site.





Customer Requirements

To import the existing client data into TracDat, the customer must provide access to the appropriate personnel and information during the project. The data import plan assumes the customer will fulfill the following roles. Note that a single individual may assume multiple roles on the project.

- **Project Manager:** The customer will provide a project manager who will be responsible for coordinating internal staff, scheduling meetings, assembling information, and serving as the primary contact with the Nuventive team. The project manager will participate in meetings, review all deliverables, and sign-off on the completed report.
- **TracDat Administrator:** The customer should assign one of their TracDat administrators to the project. This individual will be responsible for assisting the Nuventive consultant in determining what data should be imported, and where in TracDat the data should reside.
- **Data:** The customer will provide a copy of their TracDat database, which will enable Nuventive to perform the mock import.
- Technical Representative: If the client is hosting the TracDat database on-site, then the customer should assign a technical resource to work with the Nuventive technical representative to:

 provide a copy of their TracDat database for the mock import and 2) perform the data import in the production database.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Contract with SAUSD to Offer CTE Courses a	t Century High School
Action:	Request for Approval	

BACKGROUND

Santa Ana College has a long standing collaborative relationship with the Santa Ana Unified School District (SAUSD) as its largest feeder school district. Two such collaborative efforts are the Middle College High School on the SAC campus and the Career Academy Scholars Program (CASP), specially funded to dually enroll high school students in Career Technical Education (CTE) pathways at SAC. Both of these are early college experiences that now Century High School would like to replicate on their campus.

ANALYSIS

The Career Academy Scholars Program (CASP) is able to offer dedicated CTE college courses at SAC through a special grant from the California Community Colleges Chancellor's Office. However, Century High School has committed its own funds to expand CASP to their own high school campus site for their own students. They commit to recruiting students, counseling students and monitoring their progress and will compensate Santa Ana College for the instructor, materials and supplies. Any and all classes will be held during the 2014 spring semester through June 30, 2014.

RECOMMENDATION

It is recommended that the board approve the contract with Santa Ana Unified School District to offer CTE courses at Century High School.

Fiscal Impact:	\$4,000	Board Date:	March 10, 2014
Prepared by: Sara Lundquist, Ph.D., Vice President of Student Services			
	Lilia Tanakeyowma, Ed. D., Dean of Student A	Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa A	na College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Rancho Santiago Community College District** hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: Rancho Santiago Community College District / Santa Ana College will provide one college instructor for the spring semester to present course instruction after the school day at Century High School. Students enrolled in this course will begin the pathway to international global business certification.

2. <u>Term</u>. CONSULTANT shall commence providing services under this AGREEMENT on **12/11/2013** and will diligently perform as required and complete performance by **6/30/2014**.

3. <u>Compensation</u>. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed

\$4,000

DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

4. <u>Expenses</u>. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **N**/**A**

5. <u>Independent Contractor</u>. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

Revised 3-01-10

SAC-14-008

3.3 (2)

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DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. <u>Materials</u>. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: **N**/**A**

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. <u>Originality of Services</u>. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. <u>Copyright/Trademark/Patent</u>. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. <u>Termination</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT;

Revised 3-01-10

3.3 (3)

or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. <u>Hold Harmless</u>: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, the DISTRICT agrees to and does hereby indemnify, hold harmless and defend the CONSULTANT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

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which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. <u>Insurance</u>. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)

12. <u>Assignment</u>. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits ad licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. <u>Employment with Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

Revised 3-01-10

SAC-14-008

3.3 (5)

4

16. <u>Entire Agreement/Amendment</u>. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. <u>Affirmative Action Employment/Nondiscrimination</u>. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. <u>Non-waiver</u>. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. <u>Notice</u>. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the Addresses of the parties are as follows:

DISTRICT:

Santa Ana Unified School District 1601 E. Chestnut Ave Santa Ana, CA 92701

CONSULTANT:

Rancho Santiago CCD / Santa Ana College 1530 W. 17th Street Santa Ana, CA 92706

20. <u>Severability</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. <u>Governing Law</u>. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 11th Day of December 2013.

DISTRICT:

CONSULTANT:

By:	By:
Signature	Signature
Stefanie P. Phillips, Ed.D.	Peter J. Hardash
Printed Name	Printed Name
Deputy Superintendent, Operations, CBO	Vice Chancellor, Business Operations/Fiscal Services
Title	Title
12/10/2013	Social Security or Taypayar Identification
Board Approval Date	Social Security or Taxpayer Identification

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continuing Education

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Delhi Center	
Action:	Request for Approval	

BACKGROUND

Delhi Center is nonprofit organization servicing the Delhi area residents of Santa Ana, California.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to continue partnering with Delhi Center located at 505 East Central Avenue, Santa Ana, CA 92707 to offer various courses to include English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement with Delhi Center in Santa Ana, California.

Fiscal Impact:	\$3.50/Instructional hour up to 3,500 hours/Fiscal year. Board Date: March 10, 2014	
Prepared by:	James Kennedy, Interim Vice President, SAC School of Continuing Education	
	Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

AGREEMENT

Between

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

And

DELHI CENTER

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 11the day of March 2014, by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and Delhi Center, in consideration of the mutual promises set forth below.

- 1. Description of Services. The College engages Delhi Center to provide, and Delhi Center agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. Delhi Center agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.
- 2. Term. The term of this Agreement shall commence on March 11, 2014, and continue for five (5) years, as described in <u>Appendix A</u>.
- **3.** Compensation. Delhi Center shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 3,500 hours per fiscal year.
- **4. Ownership**. Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.
- **5.** Authority. Delhi Center shall have no authority to bind, obligate, or commit College by any promise or representation without the prior written approval of College.
- 6. Taxes. Delhi Center shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Delhi Center shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

- a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Section 2 and Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other 30 calendar days written notice.
- b. Termination of this Agreement by College requires that Delhi Center will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this Agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.
- **8.** Confidentiality. In consideration of this Agreement with College, Delhi Center agrees to the following conditions relating specifically to College's confidential information as defined below:
 - a. Confidential information includes, but is not limited to, all proprietary information of College such as: trade secrets; designs; drawings; specifications; computer programs; support materials; information regarding College's students, business operations, and plans; or other records concerning College's finances, contracts, services, or personnel.
 - b. Delhi Center shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.
 - c. Delhi Center shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. Delhi Center agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.
 - d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Delhi Center will report to College any and all unauthorized disclosures or uses of confidential information.
 - e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by Delhi Center at time of acknowledgement; or (2) information lawfully obtainable from other sources.

- **9. Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.
- **10. Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- **11. Entire Agreement**. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
- **12. Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.
- **13. Severability**. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- **14. Attorney's Fees.** In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby
- **15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- **16. Survival.** The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 (714) 480-7340

DELHI CENTER

Signature:

Date:

Armando de la Libertad Chief Executive Officer Delhi Center 505 East Central Avenue Santa Ana, CA 92707 (714) 481-9600

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for Delhi Center:

- English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
- Agree to modify or terminate service contract at request of either party.

Delhi Center will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 3,500 hours a fiscal year.

This Agreement is to be effective March 11, 2014, for a maximum of five (5) years, and to continue until terminated by either party at will or without cause, upon ninety (90) days prior written notice. This Agreement may be reviewed at the request of either party.

NO. ______

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Amendment #2 to CJA Agreement – Asian Gang Investigators Association of California	
Action:	Request for Approval	

BACKGROUND

Over the past nine (9) plus years, Santa Ana College and the Asian Gang Investigators Association of California have shared in a partnership that provides quality and professional law enforcement training for any law enforcement agency in the county/state that wishes to participate. The attached amendment deals with a one-time increase in the Agency Fee and Expenses to assist with the college's efforts to meet growth targets during the 2013/2014 fiscal year.

ANALYSIS

The amendment addresses the increase of approximately \$7,240 for the student contact hours for the 2013/2014 fiscal year. This amendment has been reviewed by Dean Bart Hoffman and college staff. The 2013/2014 annual cost for this agreement is not to exceed \$85,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment as submitted with the Asian Gang Investigators Association of California in West Covina, California.

Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology
Fiscal Impact:	\$85,000/2013-2014 fiscal year Board Date: March 10, 2014

AMENDMENT NO. 2 TO

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-10-024 BETWEEN

ASIAN GANG INVESTIGATORS ASSOCIATION OF CALIFORNIA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 2 is made and entered into this <u>11th day of March, 2014</u>, by and between the Asian Gang Investigators Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-10-024 dated July 26, 2010, AGENCY and DISTRICT entered into a contract for the provision of educational programs and services for participants in facilities which it operates; and

WHEREAS, A GENCY wishes, and DISTRICT has agreed, to continue the term of the Agreement through July 25, 2015;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-10-024 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 9, to read as follows:

1. <u>Agency Fee and Expenses</u>. The fee to be paid by District, in the 2013/2014 fiscal year, for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed

31,482.48 student contact hours or \$85,000 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 2 shall be made effective upon execution by both parties.

AMENDMENT NO. 2 TO AGREEMENT NO. SAC-10-024

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. SAC-10-024 to be executed on the date first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

ASAIAN GANG INVESTIGATORS OF CALIFORNIA

By

By_____ Ed Yee

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services

Date:_____

Date:_____

SAC-10-024B

NO. <u>3.6</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees Date: March 10, 2014		
Re:	Approval of Amendment # 2 to CJA Agreement: California Narcotic Officer's Association (CNOA)		
Action:	Request for Approval		

BACKGROUND

For over fourteen (14) years, the District has had a contractual relationship with CNOA. CNOA trains throughout the State of California and 95% of their courses are POST Certified. They conduct hundreds of classes annually for law enforcement officers at the city, county, state and federal levels. Presently, CNOA generates about 190 FTES each year for Santa Ana College. The attached amendment deals with a one-time increase in the Agency Fee and Expenses to assist with the college's efforts to meet growth targets during the 2013/2014 fiscal year.

ANALYSIS

This amendment addresses the increase of approximately \$67,500 for the student contact hours for the 2013/2014 fiscal year. This amendment has been reviewed by Dean Bart Hoffman and college staff. The 2013/2014 annual cost for this agreement is not to exceed \$337,500.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment with the California Narcotic Officer's Association (CNOA) in Valencia, California.

Fiscal Impact:	\$337,500/2013-2014 fiscal year Board Date: March 10, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs
	Bart Hoffman, Dean of Human Services & Technology
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD

AMENDMENT NO. 2 TO

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-09-056

BETWEEN

CALIFORNIA NARCOTIC OFFICER'S ASSOCIATION

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 2 is made and entered into this 11th day of March, 2014, by and between the California Narcotic Officer's Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-09-056 dated November 16, 2009, AGENCY and DISTRICT entered into a contract for the provision of educational programs and services for participants in facilities which it operates; and

WHEREAS, AGENCY wishes, and DISTRICT has agreed, to continue the term of the Agreement through November 15, 2014;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-09-056 is hereby amended in the following particulars only:

Amend Article C, <u>FEES</u>, page 4 of 9, to read as follows:

1. <u>Agency Fee and Expenses</u>. The fee to be paid by District, during the 2013/2014 fisc year, for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed

125,000 student contact hours or \$337,500 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 2 shall be made effective upon execution by both parties.

AMENDMENT NO. 2 TO AGREEMENT NO. SAC-09-056

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. SAC-09-056 to be executed on the date first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CALIFORNIA NARCOTIC OFFICER'S ASSOCIATION

By_

By_

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services Gil VanAttenhoven Executive Director

Date:_____

Date:_____

SAC-09-056B

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To:	Board of Trustees Date: March 10, 2014	
Re:	Approval of Amendment #1 to CJA Agreement – California Narcotic Canine Association	
Action:	ion: Request for Approval	

BACKGROUND

Over the past six (6) plus years, Santa Ana College and the California Narcotic Canine Association have shared in a partnership that provides quality and professional law enforcement training for their agency. The attached amendment deals with a one-time increase in the Agency Fee and Expenses to assist with the college's efforts to meet growth targets during the 2013/2014 fiscal year.

ANALYSIS

This amendment addresses the increase of approximately \$6,069 for student contact hours for the 2013/2014 fiscal year. This amendment has been reviewed by Dean Simon B. Hoffman and college staff. The 2013/2014 annual cost for this agreement is not to exceed \$23,069.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment with the California Narcotic Canine Association in Salinas, California.

Fiscal Impact:	\$23,069/ 2013-2014 fiscal year	Board Date: March 10, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice Presid	ent of Academic Affairs
	Simon B. Hoffman, Dean of Huma	an Services & Technology
Submitted by:	Erlinda J. Martinez, Ed. D., Preside	ent, Santa Ana College
Recommended by:	Raúl Rodriguez, Ph.D., Chancellon	r, RSCCD

AMENDMENT NO. 1 TO

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-12-031

BETWEEN

CALIFORNIA NARCOTIC CANINE ASSOCIATION

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this <u>11th day of March, 2014</u> by and between the California Narcotic Canine Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-12-031 dated May 22, 2012, AGENCY and DISTRICT entered into a contract for the provision of educational programs and services for participants in facilities which it operates; and

WHEREAS, AGENCY wishes, and DISTRICT has agreed, to continue the term of the Agreement through June 30, 2017;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-12-031 is hereby amended in the following particulars only:

Amend Article C, <u>FEES</u>, page 4 of 9, to read as follows:

1. <u>Agency Fee and Expenses</u>. The fee to be paid by District for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 8544 student contact hours or \$23,069 in the 2013/2014 fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

3.7 (2)

AMENDMENT NO. 1 TO AGREEMENT NO. SAC-07-010

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-12-031 to be executed on the date first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CALIFORNIA NARCOTIC CANINE ASSOCIATION

By_

By_____ Dale Hoagland

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services

Date:_____

Date:_____

NO. <u>3.8</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Proposed Revisions for the 2014 – 2	2015 Santa Ana College Catalog
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2013. It includes new courses, course revisions, course deletions, program revisions, program deletions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revision for the 2014 – 2015 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: March 10, 2014
Prepared by:	Linda Rose, Ed.D., Vice Presid	ent of Academic Affairs, SAC
Submitted by:	Erlinda J. Martinez, Ed.D., Pres	sident, Santa Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chance	llor, RSCCD

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE:	March 10, 2014
TO:	Erlinda J. Martinez, Ed.D., President
FROM:	Monica Porter, Chair of Curriculum and Instruction Council
RE:	Approval of Proposed Revisions for the 2014 – 2015 Santa Ana College Catalog

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

The Curriculum & Instruction Council is chaired by Monica Porter. Membership includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

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

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

NEW COURSES

Four (4) new courses were approved because of new and/or expanded programs or major changes in the discipline. *(See Attachment #1)

REVISED COURSES

Three hundred and twenty nine (329) course revisions were updated to reflect changes in title, units, hours, or content. * (See Attachment #2)

DELETED COURSES

Fifty five (55) courses previously offered at SAC and CEC were removed from the catalog because they were outdated and/or had not been offered for three to five semesters. * (See Attachment #3)

Page 1 of 2

REVISED PROGRAMS/CERTIFICATES

Seventy two (72) program revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #4)

DELETED PROGRAMS/CERTIFICATES

Ten (10) programs previously offered at SAC and CEC were removed from the catalog because they were outdated and/or had not been offered for three to five semesters. * (See Attachment #5)

POLICIES CHANGES

*(See Attachment #6)

*Listings are attached

NEW COURSES

CATALOG 2014 - 2015

SANTA ANA COLLEGE

1	KNAC	200C	Advanced Intramural Basketball
2	KNFI	112A	Beginning Circuit Training
3	KNFI	112B	Intermediate Circuit Training
4	KNFI	112C	Advanced Circuit Training

REVISED COURSES

<u>CATALOG 2014 - 2015</u>

SANTA ANA COLLEGE

1	ACCT	010	Accounting Procedures
2	ACCT	032	Payroll Accounting
3	ACCT	102	Managerial Accounting
4	ACCT	124	Computerized Income Tax Preparation
5	AUTO	072	General Automotive Engine Service
6	AUTO	076	Engine Repair
7	BA	173	Adobe Flash
8	BA	163	Adobe Acrobat
9	BA	164	Adobe Photoshop
10	BA	166	Adobe Illustrator
11	BA	169	Adobe Dreamweaver
12	BA	170	Adobe InDesign
13	BA	150	Introduction to Geographic Information Systems
14	BANK	010	Teller Training for Financial Institutions
15	BIOL	109L	Fundamentals of Biology Laboratory
16	BIOL	131	Natural History of the Southwest
17	BIOL	132	Natural History of Death Valley
18	BIOL	134	Natural History of the Sonoran/Colorado Desert
19	BIOL	169	Natural History of the Sierra Nevadas
20	BUS	101	Business Law
21	BUS	105	Legal Environment of Business
22	BUS	150	Introduction to Information Systems and Applications
23	BUS	183	Customs Broker License Class
24	BUS	184	Customs Broker Exam Prep Class
25	BUS	222	Business Writing

26	CHEM	209	Introductory Chemistry
27	CHEM	219	General Chemistry
28	CHEM	219H	Honors General Chemistry
29	CHEM	229	General Chemistry and Qualitative Analysis
30	CHEM	249	Organic Chemistry I
31	CHEM	259	Organic Chemistry II
32	CJ	101	Introduction to Criminal Justice
33	CJ	103	Concepts of Criminal Law
34	CJ	105	Legal Aspects of Evidence
35	CJ	106	Coroner Death Investigation
36	CJ	107	Principles and Procedures in the Criminal Justice System
37	CJ	108	Crime Scene Investigation
38	CJ	109	Community Interaction
39	CJ	110	Street Gangs
40	CJ	148	Writing Skills for Criminal Justice Personnel
41	CJ	205	Criminal Investigation Principles
42	CJ	220	Juvenile Delinquency and Control
43	CJA	034A	Advanced Officer Training (AOT)
44	CJA	038A	Tactical/Weapons Training
45	CJA	039A	First Aid/CPR Refresher
46	CJA	055A	Driver Simulator Training
47	CJA	069B	Corrections Officer CORE Course Enforcement
48	CJA	076A	Police K-9 Training
49	CJA	083A	Instructor Skills
50	CJA	100A	Basic Police Academy
51	CJA	010B	Supervision and Leadership
52	CMPR	120	Introduction to Programming
53	CMPR	121	Programming Concepts

54	CMPR	134B	Windows Vista Operating System
55	CMPR	134C	Microsoft Windows 7 Operating System
56	CMPR	135	Software Deployment Mechanisms
57	CMPR	137	Personal Computer Troubleshooting
58	CMPR	140	Discrete Structures for Computer Science
59	CMPR	141	UNIX Operating System
60	CMSD	123B	Intermediate News Media Production
61	CMST	096	American English Listening Skills
62	CMST	097	American English Conversational Skills
63	CMST	199	Independent Study
64	CMST	N49	Introduction to Academic Speaking Skills
65	CMST	N52A	Beginning American English Pronunciation Skills
66	CMST	N52B	Intermediate American English Pronunciation Skills
67	CMST	N53	Advanced American English Pronunciation Skills
68	CMST	N54	Accent Reduction
69	CMST	N59	Pronunciation Review
70	CNSL	110	University Transfer Research
71	CNSL	128	Introduction to Community Activism
72	CNSL	144	Reasoning and Problem Solving
73	CULN	110	Food Sanitation and Safety
74	DSL	010	Bendix Air Brake System Service
75	DSL	076	Engine Repair
76	ECON	120	Principles/Macro
77	ECON	121	Principles/Micro
78	EDUC	100	Introduction to Education
79	EDUC	113	Tutoring Reading in Elementary Schools
80	EMLS	107	Writing, Grammar and Reading II
81	EMLS	109	Writing, Grammar and Reading III

- 82 ENGL 101 Freshman Composition
- 83 ENGL 101H Honors Freshman Composition
- 84 ENGL 102 Literature and Composition
- 85 ENGL 102H Honors Literature and Composition
- 86 ENGL 103 Critical Thinking and Writing
- 87 ENGL 103H Honors Critical Thinking and Writing
- 88 ENGL 213 Creative Writing
- 89 ENGL 231 Survey of English Literature
- 90 ENGL 232 Survey of English Literature
- 91 ENGL 233A Shakespeare's Comedies and Romances
- 92 ENGL 233B Shakespeare's Tragedies and History Plays
- 93 ENGL 233C Shakespeare's Theatre
- 94 ENGL 241 Survey of American Literature 1600- 1865
- 95 ENGL 242 Survey of American Literature 1865- Present
- 96 ENGL 243 The Modern American Novel
- 97 ENGL 245 The Image of African Americans in Literature and Films
- 98 ENGL 246 Survey of Chicano Literature
- 99 ENGL 270 Children's Literature
- 100 ENGL 271 Survey of World Literature
- 101 ENGL 272 Survey of World Literature
- 102 ENGR 105 Solidworks Advanced Solid Modeling
- 103 ENGR 130A CATIA Solid Modeling I
- 104 ENGR 130B CATIA Solid Modeling II
- 105 ENGR 140A Creo Beginning Solid Modeling
- 106 ENGR 140B Creo Intermediate Solid Modeling
- 107 ENGR 142 Architecture/Civil Engineering/Construction (AEC) Drafting Standards
- 108 ENGR 154 Architecture/Civil Engineering/Construction (AEC) Parametric and BIM Applications
- 109 ENGR 183 AutoCAD I Computer Aided Drafting

- 110 ENGR 184 AutoCAD II Computer Aided Drafting
- 111 ENGR 185 AutoCAD III Computer Aided Drafting
- 112 ENGR 186 AutoCAD 3-Dimensional Drawing
- 113 ENGR 193 MicroStation 3-D
- 114 ENGR 201 Architectural Practice
- 115 ENGR 250L Electric Circuits Laboratory
- 116 ERTH 110 Introduction to Earth Science
- 117 ERTH 110H Honors Introduction to Earth Science
- 118 FAC 033 Swift Water Rescue
- 119 FDM 105A Beginning Sewing
- 120 FDM 111A Fashion Illustration Techniques
- 121 FDM 214 Tech-Packs for Manufactured Apparel
- 122 FOT 026 Fire Inspector 1A
- 123 FOT 027 Fire Inspector 1B: Introduction to Fire and Life Safety
- 124 FOT 028 Fire Inspector 1C: Field Inspection
- 125 FOT 032 ICS-300 Intermediate ICS
- 126 FOT 033 ICS-400 Incident Command
- 127 FOT 036 Training Instructor 1A: Cognitive Lesson Delivery
- 128 FOT 036 Training Instructor 1A: Cognitive Lesson Delivery
- 129 FOT 037 Training Instructor 1B: Psychomotor Lesson Delivery
- 130 FOT 039 Training Instructor 1C: Instructional Development Techniques
- 131 FOT 044 Fire Investigation 1A: Fire Origin and Cause Determination
- 132 FOT 045 Fire Investigation 1B: Techniques of Fire Investigation
- 133 FOT 046 Fire Management 1: Management/Supervision for Company Officers
- 134 FOT 047 Fire Command 1A: Command Principles for Company Officers
- 135 FOT 048 Fire Command 1B: Incident Management for Company Officers
- 136 FOT 049 Fire Command 1C: I-Zone Fire Fighting for Company Officers
- 137 FOT 050 Community Emergency Response Team

138	FOT	129	Fire Prevention 2A: Fire Protection Systems and Building Components
139	FOT	132	Fire Prevention 2B: Interpreting the UBC and CCR
140	FOT	133	Fire Prevention 2C: Special Hazard Occupancies
141	FOT	134	Fire Prevention 3A: Hydraulic Sprinkler Calculation
142	FOT	135	Fire Prevention 3B: Plan Review
143	FOT	140	Fire Instructor 2A: Techniques of Evaluation
144	FOT	141	Fire Instructor 2B: Group Dynamics and Problem Solving
145	FOT	142	Fire Instructor 2C: Employing Audiovisual Aids
146	FOT	143	Fire Instructor 3: Master Instructor Competency Evaluation
147	FOT	144	Fire Investigation 2A: Criminal and Legal Procedures
148	FOT	145	Fire Investigation 2B: Field Case Studies
149	FOT	146	Fire Management 2A: Organizational Development and Human Relations
150	FOT	147	Fire Management 2B: Fire Service Financial Management
151	FOT	148	Fire Management 2C: Personnel and Labor Relations
152	FOT	149	Fire Management 2D: Strategic Planning

- 153 FOT 150 Fire Management 2E: Ethics and the Challenge of Leadership
- 154 FOT 151 Fire Command 2A: Command Tactics at Major Fires

- 155 FOT 152 Fire Command 2B: Management of Major Hazardous Materials Incidents
- FOT 153 156 Fire Command 2C: High-Rise Fire Fighting Tactics
- 157 FOT 154 Fire Command 2D: Planning for Large Scale Disasters
- 158 FOT 155 Fire Command 2E: Wildland Fire Fighting Tactics
- 159 GEOG 100 World Regional Geography
- 160 GEOG 100H Honors World Regional Geography
- GEOG 101 Physical Geography GEOG 101 Physical Geography 161
- 162 GEOL 101 Introduction to Geology
- GEOL 101L 163 Introduction to Geology Laboratory
- 201 164 GEOL Introduction to Historical Geology
- 165 HIST 101 World Civilizations Since the 16th Century

- 166 HIST 101H Honors World Civilizations Since the 16th Century
- 167 HIST 102 World Civilizations Since the 16th Century
- 168 HIST 102H Honors World Civilizations Since the 16th Century
- 169 HUD 110 Child, Family and Community (DS2)
- 170 HUD 111B Introduction to Curriculum for Young Children
- 171 HUD 120 Development of the School Age Child (DS5)
- 172 HUD 200 Computer Literacy for Early Childhood Educators
- 173 HUD 205 Exceptionality and Special Needs in Human Development
- 174 HUD 210 Creative Music Experiences for Young Children
- 175 HUD 220 The Child as Victim
- 176 HUD 251 Mentor Seminar
- 177 HUD 298B Practicum In Infant/Toddler Programs
- 178 KNAC 107A Beginning Badminton
- 179 KNAC 140A Beginning Karate
- 180 KNAC 150A Beginning Hatha Yoga
- 181 KNAC 155A Beginning Self-Defense
- 182 KNAC 160A Beginning Tennis
- 183 KNAC 169A Beginning Wrestling
- 184 KNAC 170A Beginning Yoga
- 185 KNAC 200A Beginning Intramural-Basketball
- 186 KNAC 200B Intermediate Intramural Sports-Basketball
- 187 KNAC 211A Beginning Baseball
- 188 KNAC 211B Intermediate Baseball
- 189 KNAC 220A Beginning Basketball
- 190 KNAC 220B Intermediate Basketball
- 191 KNAC 220C Advanced Basketball
- 192 KNAC 226A Beginning Water Polo
- 193 KNAC 260A Beginning Soccer

- 194 KNAC 260B Intermediate Soccer
- 195 KNAC 265A Beginning Indoor Soccer
- 196 KNAC 265B Intermediate Indoor Soccer
- 197 KNAC 270A Beginning Softball
- 198 KNAC 290A Intermediate Volleyball
- 199 KNAC 290B Intermediate Volleyball
- 200 KNAD 201A Beginning Adapted Swimming
- 201 KNAD 205A Beginning Adapted Badminton
- 202 KNAF 143A Beginning Extreme Fitness
- 203 KNAF 144A Beginning Cross Training
- 204 KNAF 150A Beginning Stretch, Flex and Tone
- 205 KNAF 156 Beginning Cardio Kickboxing
- 206 KNAF 156A Beginning Cardio Kickboxing
- 207 KNAF 156B Intermediate Cardio Kickboxing
- 208 KNAF 157A Beginning Cardio Pump
- 209 KNAQ 201A Beginning Swimming
- 210 KNAQ 201B Intermediate Swimming
- 211 KNFI 127C Advanced Lower Body Power Development
- 212 KNIA 128 Conditioning for Athletes (1.0 unit)
- 213 KNIA 235 Speed and Agility (0.5 unit)
- 214 KNIA 235 Speed and Agility (1.0 unit)
- 215 KNIA 262 Soccer-Men
- 216 LIBR 053 Library Internship
- 217 LIBR 054 Children's Library Services
- 218 LIBR 101 Introduction to Library Technology
- 219 LIBR 102 Information Sources for Paraprofessionals: Tools and Techniques
- 220 LIBR 110 Technical Services
- 221 LIBR 122 Public Services

222	MATH	070	Geometry
223	MATH	080	Intermediate Algebra
224	MATH	081	Intermediate Algebra with Lab
225	MATH	087	Math for Engineers I
226	MATH	145	Finite Mathematics
227	MATH	165	Introduction to Math Tutoring
228	MATH	167	Math for Engineers II
229	MATH	180	Analytic Geometry and Calculus I
230	MATH	185	Analytic Geometry and Calculus II
231	MATH	219	Statistics and Probability
232	MATH	219H	Honors Statistics and Probability
233	MNFG	094	CNC Horizontal Mill Setup and Operation
234	MNFG	105	Solidworks Advanced Solid Modeling
235	MNFG	130A	CATIA Solid Modeling I
236	MNFG	130B	CATIA Solid Modeling II
237	MUS	142	Creating Music with MIDI
238	MUS	143	Intermediate Techniques of MIDI Sequencing
239	MUS	145	Jazz Improvising and Performance Workshop
240	MUS	186	Intermediate Classical Guitar
241	MUS	187	Advanced Classical Guitar
242	MUS	216	Advanced Harmony and Composition I
243	MUS	217	Advanced Harmony and Composition II
244	NRN	101	Nursing Process: Non-Critical Adults
245	NRN	101L	Nursing Actions: Non-Critical Adults
246	NRN	102	Nursing Process: Women, Parents, and Children
247	NRN	102L	Nursing Actions: Women, Parents and Children
248	NRN	112	Nursing Concepts
249	NRN	200	Role Transition

- 250 NRN 201 Nursing Process: Critical
- 251 NRN 201L Nurse Actions: Critical Biological and Psychosocial System Needs I
- 252 NRN 202L Nursing Action: Critical Biological and Psychosocial System Needs II
- 253 NUTR 110 Food Sanitation and Safety
- 254 OTA 203 Level II Fieldwork- Part II
- 255 PHAR 072 Pharmacy Technology Externship
- 256 PHAR 084 Sterile Products Update
- 257 PHIL 106 Introduction to Philosophy
- 258 PHIL 106H Honors Introduction to Philosophy
- 259 PHIL 108 Ethics
- 260 PHIL 144 Reasoning and Problem Solving
- 261 PHYS 210 Principles of Physics I
- 262 PHYS 217 Engineering Physics I
- 263 PHYS 227 Engineering Physics II
- 264 PHYS 237 Engineering Physics III
- 265 PHYS 289 College Physics II
- 266 PSYC 100 Introduction to Psychology
- 267 PSYC 100H Honors Introduction to Psychology
- 268 PSYC 157 Introduction to Child Psychology
- 269 SIGN 114 Classifiers, Fingerspelling, and Numbering
- 270 SLPA 118 Introduction to Speech-Language Pathology Assisting
- 271 SLPA 119 Speech-Language and Hearing Development Across the Life Span
- 272 SLPA 120 Speech-Language Pathology Clinical Management and Procedures
- 273 SLPA 150 Observation of Speech-Language Pathology Clinical Practices
- 274 SLPA 180 Speech-Language Pathology Screening Processes and Intervention Procedures
- 275 SLPA 190 Speech-Language Pathology Assistant Clinical Fieldwork I
- 276 SLPA 200 Adult and Geriatric Communication Disorders
- 277 SLPA 250 Speech-Language Pathology Assistant Clinical Fieldwork II

278	SOCS	219	Statistics and Probability
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- 279 SOCS 219H Honors Statistics and Probability
- 280 SPAN 101 Elementary Spanish I
- 281 SPAN 101H Honors Elementary Spanish I
- 282 SPAN 102 Elementary Spanish II
- 283 SPAN 102H Honors Elementary Spanish II
- 284 SPAN 201 Intermediate Spanish I
- 285 SPAN 201H Honors Intermediate Spanish I
- 286 SPAN 202 Intermediate Spanish II
- 287 SPAN 202H Honors Intermediate Spanish II
- 288 SPAN 212 College Business Spanish
- 289 SPEC N84 Employment Preparation
- 290 THEA 105 Theatre Technology 1
- 291 THEA 151 Showcase
- 292 THEA 154 Performance Ensemble

CONTINUING EDUCATION

293	ABE	137	Topics in Adults Basic Education
294	ESL	130	Topics in English as a Second Language
295	ESL	398	ESL Community Learning Center
296	ESL	490	Advanced Writing and Grammar Review
297	ESL	408	ESL/Family Literacy Intermediate 1
298	ESL	409	ESL/Family Literacy Intermediate 2
299	ESL	703	Academic ESL Beginning 3
300	ESL	711	Academic ESL Intermediate 1
301	ESL	712	Academic ESL Intermediate 2
302	ESL	713	Academic ESL Intermediate 3
303	HOMEC	520	HSS Consumer Education

304	HSENG	065	English Fundamentals 1
305	HSENG	066	English Fundamentals 2
306	HSENG	085	Composition 3
307	HSS	144	Topics in Adult Secondary Education
308	HSSCI	192	Basic Science 1
309	HSSCI	193	Basic Science 2
310	HSSCI	196	Health Science
311	HSSCI	218	U.S. History 1: Colonization to Industrialization
312	HSSCI	219	U.S. History 2: The Shaping of Modern America
313	HSSCI	224	World Geography 1A
314	HSSCI	225	World Geography 1B
315	SSD	400	Developmentally Disabled Adults Job Coach Training
316	SSD	788	Independent Living Skills for Adults with Developmental Disabilities
317	SSD	792	Topics for Adults with Substantial Disabilities
318	VBUS	123	Introduction to Computer Software Applications
319	VBUS	200	Topics in Career Technical Education
320	VBUS	243	Introduction to Customer Service Skills
321	VBUS	244	Introduction to Databases Using Microsoft Access
322	VBUS	245	Introduction to Desktop Publishing Using Microsoft Publisher
323	VBUS	259	Orientation to Computers
324	VBUS	400	Employability Skills
325	VBUS	450	Hardware & Software A+ Preparation, Review, and Practice
326	VBUS	576	Computer Basics: Systems and Networking Essentials
327	VBUS	590	Introduction on How to Start a Small Business
328	VBUS	668	Introduction to Automotive Vehicle Maintenance
329	VHLTH	100	Topics in Health Services

COURSE DELETIONS

<u>CATALOG 2014 – 2015</u>

SANTA ANA COLLEGE

1	ACCT	105	Intermediate Federal and California Taxes
2	ACCT	107	Accounting Skills Development
3	AUTO	003	Introduction to Diesel/ Hybrid Vehicles
4	BIOL	170	Environmental Challenge of the 21st Century
5	BIOL	179	Plants of Orange County
6	CJ	111A	Volunteer Internship Academy
7	CJ	111 B	Supervised Internship Work Experience
8	CJA	006A	Dispatch and Records Functions
9	CJA	033B	Explorer Academy
10	CMSD	125	Media Editing Workshop
11	DSL	3	Introduction to Diesel/ Hybrid Vehicles
12	FAC	009	Basic Wellness & Fitness Assessment for Public Safety Personnel
13	FOT	30	Driver Operator 1A1
14	FOT	31	Driver Operator 1B
15	HUD	226	Developing Teaching Tools for the Preschool Class
16	HUD	260	Youth in the Foster Care System
17	HUD	077	Active Parenting Today
18	KNAC	107	Badminton (0.5 unit)
19	KNAC	140	Karate (0.5 unit)
20	KNAC	150	Hatha (0.5 unit)
21	KNAC	155	Self-Defense (0.5 unit)
22	KNAC	160	Tennis (0.5 unit)
23	KNAC	169	Wrestling (0.5 unit)
24	KNAC	170	Yoga (0.5 unit)
25	KNAC	226	Water Polo (0.5 unit)

- 26 KNAC 260 Soccer (0.5 unit)
- 27 KNAC 265 Indoor Soccer (0.5 unit)
- 28 KNAC 290 Volleyball (0.5 unit)
- 29 KNAC 292 Advanced Volleyball-Women (0.5 unit)
- 30 KNAD 202 Adapted Circuit Training (0.5 unit)
- 31 KNAD 208 Adapted Aerobic Fitness (0.5 unit)
- 32 KNAD 211 Adapted Aquatics (0.5 unit)
- 33 KNAF 140 Walking/Jogging for Fitness (0.5 unit)
- 34 KNAF 143 Extreme Fitness (0.5 unit)
- 35 KNAF 144 Cross Training (0.5 unit)
- 36 KNAF 146 Stability Ball Training for Fitness (0.5 unit)
- 37 KNAF 150 Stretch, Flex and Tone (0.5 unit)
- 38 KNAF 157 Cardio Pump (0.5 unit)
- 39 KNAQ 201 Swimming (0.5 unit)
- 40 KNAQ 206 Lap Swimming (0.5 unit)
- 41 KNIA 124 Conditioning for Athletes-Men (1.0 unit)
- 42 MATH 61 Elementary Algebra with Lab
- 43 NRN 045 Cardiopulmonary Resuscitation Recertification
- 44 PHAR 64 New Drug Update
- 45 PHYS 217L Physic 217L
- 46 READ 092 Reading for Meaning: Multicultural Literature
- 47 SPEC N57 Acquired Brain Impairment Language Recovery
- 48 SPEC 205 Exceptionality and Special Needs in Human Development
- 49 SPEC N51 Speech and Language Development
- 50 SPEC N63 Advances in Learning Potential

CONTINUING EDUCATION

51 ESL 701 Academic English as a Second Language Beginning 1

- 52 ESL 702 Academic English as a Second Language Beginning 2
- 53 HSART 845 Drawing and Painting 1
- 54 HSENG 601 American English Pronunciation C
- 55 HSSCI 195 Chemistry 1

REVISED PROGRAMS/CERTIFICATES

<u>CATALOG 2014 – 2015</u>

SANTA ANA COLLEGE

- 1 Administrative Fire Services Chief Officer Certificate
- 2 Administrative Fire Services Chief Officer Degree
- 3 Advanced Engine Performance Option Certificate
- 4 Apparel Product Development and Technical Design Certificate
- 5 Apparel Product Development and Technical Design Degree
- 6 Associate in Arts in Psychology
- 7 Associate in Arts in Kinesiology for Transfer
- 8 Associate in Arts in Psychology for Transfer
- 9 Associate in Arts in Theatre Arts for Transfer
- 10 Automotive Business Technology Certificate
- 11 Automotive Technology Degree
- 12 Chemistry Degree
- 13 CNC Milling Machine Set Up and Operation Option Certificate of Achievement
- 14 CNC Milling Machine Set Up and Operation Option Degree
- 15 CNC Programmer A-Mastercam Option
- 16 CNC Programmer A-Mastercam Option Degree
- 17 Computer Aided Drafting and Design Certificate
- 18 Conventional Machining Option
- 19 Conventional Machining Option Degree
- 20 Diesel and Heavy Equipment Technology Certificate
- 21 Diesel and Heavy Equipment Technology Degree
- 22 Digital Publishing Certificate
- 23 Digital Publishing Degree
- 24 Engineering Computer Aided Drafting and Design Degree
- 25 Engineering Drafting and Design Option I-Engineering Drafting and Design Certificate

- 26 Engineering Drafting and Design Option I-Engineering Drafting and Design Degree
- 27 Engineering Industrial Technology Certificate
- 28 Engineering Industrial Technology Degree
- 29 English Degree
- 30 Enterprise Systems Certificate
- 31 Entrepreneurship and Innovation Certificate
- 32 Entrepreneurship and Innovation Degree
- 33 Fashion Design Certificate
- 34 Fashion Design Degree
- 35 Fashion Merchandising Certificate
- 36 Fashion Merchandising Degree
- 37 Fire Administration Option Certificate
- 38 Fire Administration Option Degree
- 39 Fire Prevention Officer Certificate
- 40 Fire Prevention Officer Degree
- 41 General Business Applications and Technology Certificate
- 42 General Business Applications and Technology Degree
- 43 Geology Degree
- 44 Help Desk Certificate
- 45 Human Resource Management Certificate
- 46 International Business Degree
- 47 Kinesiology Coaching Certificate
- 48 Kinesiology Degree
- 49 Liberal Arts Degree
- 50 Library Technology Certificate
- 51 Library Technology degree
- 52 Mathematics Degree
- 53 Mechanical 3D Solid Modeling CAD Certificate

- 54 Microsoft Office Professional Certificate
- 55 Microsoft Office Professional Degree
- 56 Networking Certificate
- 57 Nursing-Registered Nursing Degree
- 58 Occupational Therapy Assistant Degree
- 59 Office Management Certificate
- 60 Office Management Degree
- 61 Paralegal Certificate
- 62 Paralegal Degree
- 63 Public Fire Service Option Certificate
- 64 Public Fire Service Option Degree
- 65 School Age Option Certificate
- 66 School Age Option Degree
- 67 Small Business Certificate
- 68 Supervision Certificate

CONTINUING EDUCATION

- 69 Academic ESL Int B Certificate
- 70 Communication ESL Int B Certificate
- 71 Secondary Education (GED Test Preparation) Certificate of Completion
- 72 Vocational ESL C Certificate

PROGRAMS/CERTIFICATES DELETIONS

CATALOG 2014 – 2015

SANTA ANA COLLEGE

- 1 Advertising Certificate
- 2 Business Management Degree
- 3 Entertainment Industry Management Certificate
- 4 General Management
- 5 Mechanical 3D Solid Modeling CAD Degree
- 6 Professional Selling Certificate
- 7 Training Officer Option Certificate
- 8 Training Officer Option Degree

CONTINUING EDUCATION

- 9 Academic ESL Beg A Certificate
- 10 Academic ESL Beg B Certificate

<u>CATALOG 2014 – 2015</u>

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE – PLAN A

Area: C – Humanities

- ENGL 233D was removed
- ITAL 120 and 121 were added

Area: E – Language and Rationality

Category: 2 – Communication and Analytical Thinking

- MATH 078 was removed
- MATH 087 was added
- PSYC 210 was added

Area: F - Lifelong Understanding and Self-Development

- KNAC 107, 140, 150, 155, 160, 169, 170, 211, 226, 235, 236, 260, 262, 265, 270, 290, and 292 were removed
- KNAC 140A, 150A, 155A, 160A, 169A, 170 A, 211A, 211B, 226A, 270A, 290A, and 290B were added
- KNAD 201, 202, 205, 208, and 211 were removed
- KNAD 201A and 205A were added
- KNAF 140, 143, 144, 146, 150, and 157 were removed
- KNAF 140A, 143A, 144A, 150A, and 157A were added
- KNAQ 201 and 206 were removed
- KNAQ 201A and 201B were added
- KNFI 112A, 112B, and 112C were added
- KNIA 124 was removed
- KNIA 235 was added

<u>GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA</u> <u>STATE UNIVERSITY – PLAN B</u>

Area: B – Scientific Inquiry and Quantitative Reasoning

Category: 4 – Mathematics/Quantitative Reasoning

• PSYC 210 was added

Area: C – Arts and Humanities

Category: C1 - Arts: Art, Cinema, Dance, Music, Theatre

• ENGL 233D was removed

Category: C2 – Humanities, Literature, Philosophy, and Languages Other Than English

- ENGL 233D was removed
- ITAL 120 and 121 were added

Area: E – Lifelong Learning and Self-Development

Category: E2

- KNAC 107, 140, 150, 155, 160, 169, 170, 200, 226, 235, 236, 260, 265, 290, and 292 were removed
- KNAC 140A, 150A, 155A, 160A, 169A, 170 A, 200A, 200B, 200C, 211A, 211B, 226A, 270A, 290A, and 290B were added
- KNAD 201, 202, 205, 208, and 211 were removed
- KNAD 201A and 205A were added
- KNAF 140, 143, 144, 150, and 157 were removed
- KNAF 140A, 143A, 144A, 150A, and 157A were added
- KNAQ 201 and 206 were removed
- KNAQ 201A and 201B were added
- KNFI 112A, 112B, and 112C were added
- KNIA 270 was removed
- KNIA 133, 134, 171, 227, 235, 271, 281, and 291 were added

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM – PLAN C

Area: 2A – Mathematical Concepts & Quantitative Reasoning

• PSYC 210 was added

Area: 3 – Arts and Humanities

Group: B – Humanities

- ENGL 233D was removed
- ITAL 121 was added

Area: 4 – Social & Behavioral Sciences

• HIST 101, 101H, 102, 102H were added

Area: 6A – Language Other Than English

• ITAL 120 was added

NO. 3.9

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

То:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Proposed Revisions for 2014-2015	Santiago Canyon College Catalog
Action:	Request for Approval	

BACKGROUND

The Santiago Canyon College Curriculum and Instruction Council approves all catalog revisions including general education requirements for the Associate Degree, general education breadth requirements for the California State Universities, Intersegmental Education Transfer Curriculum (IGETC), revised programs, new courses, revised and deleted courses.

ANALYSIS

The attached memo represents a summary of the Curriculum and Instruction Council's work and catalog revisions for the 2014-2015 academic year. Academic policies have been reviewed and revised, and are recommended for approval.

RECOMMENDATION

It is recommended that the Board approve the proposed revisions for the 2014-2015 catalog as presented.

Fiscal Impact:	None	Board Date:	March 10, 2014		
Prepared by:	Aracely Mora, Ed.D., Vice Presider Craig Rutan, Chair, Curriculum and				
Submitted by: Juan Vázquez, President, SCC					
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD					



CURRICULUM AND INSTRUCTION COUNCIL

DATE: February 25, 2014

TO: Juan Vázquez, President of Santiago Canyon College

FROM: Craig Rutan, Chair of the Curriculum and Instruction Council

RE: PROPOSED REVISIONS FOR THE 2014-2015 CATALOG

The following changes to the 2014-2015 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Craig Rutan, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Support Services Assistant and a student representative.

The changes initiated at Santiago Canyon College for the 2014-2015 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A) The following options were added to or removed from the general education requirements:

Area A: Natural Sciences Chemistry 119 removed. Physics 279 removed.

Area B2: Social Science Elective Education 101 added. Political Science 226 removed.

Area E2: Communication and Analytical Thinking English 102, 102H added. Counseling 144 removed. Mathematics 081 removed. Philosophy 144 removed.

Area F1: Lifelong Learning and Self-Development Counseling 118 added.

Area G1: Mathematics Proficiency Mathematics 081 removed.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B) The following options were added to or removed from the general education requirements:

<u>Area A3: Critical Thinking</u> Counseling 144 removed. Philosophy 144 removed

<u>Area B1: Physical Sciences</u> Chemistry 119 removed and Chemistry 229 added. Physics 279, 289 removed.

<u>Area B3: Laboratory Activity</u> Chemistry 119 removed and Chemistry 229 added. Physics 279, 289 removed.

<u>Area B4: Mathematics/Quantitative Reasoning</u> Mathematics 203 added.

Area D7: Interdisciplinary Social or Behavioral Science Education 101 added.

Area D8: Political Science, Government, and Legal Institutions Political Science 222 added and Political Science 226 removed.

Area E1: Lifelong Learning and Self-Development Counseling 118 added.

Area US3: California State and Local Government Political Science 226 removed.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

The following options were added to or removed from the general education requirements:

Area 4: Social and Behavioral Sciences Education 101 added. History 101, 101H, 102, 102H added. Political Science 222 added.

Area 5A: Physical Sciences Chemistry 119 removed. Physics 279, 289 removed.

Area 5C: Laboratory Activity Chemistry 119 removed. Physics 279, 289 removed.

Area US3: California State and Local Government Political Science 226 removed.

3.9 (4)

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REVISED PROGRAMS, DEGREES AND CERTIFICATES

A total of twenty-five (25) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

DELETED PROGRAMS, DEGREES AND CERTIFICATES

Four (4) programs, degrees and certificates were deleted because they were outdated and/or required courses that had not been offered in three (3) or more years.

REVISED COURSES

Two hundred-forty (240) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

Thirty (30) courses were deactivated because they were outdated and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION

Forty-two (42) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

STAND ALONE

Thirty-two (32) nondegree-applicable courses and degree-applicable courses which are not part of an approved educational program, as permissible by California Education Code §70900-70902 and California Code of Regulations §55002, were approved as stand alone.

Cc: Corinna Evett, Academic Senate President, Santiago Canyon College
Aracely Mora, Vice-President of Academic Affairs, Santiago Canyon College
John Hernandez, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Corine Doughty, Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Marilyn Flores, Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Monica Porter, Chair of the Curriculum and Instruction Council, Santa Ana College
Erlinda Martinez, President of Santa Ana College
John Zarske, Academic Senate President, Santa Ana College
Linda Rose, Vice-President of Academic Affairs, Santa Ana College
Raúl Rodríguez, Ph.D., Chancellor

(See Attachment #5)

(See Attachment #4)

(See Attachment #6)

(See Attachment #2) red courses that had no

(See Attachment #1)

(See Attachment #3)

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Art, A.A. Degree (11911) Art: Digital Media Arts: Graphic Design, Certificate of Achievement (21670) Art: Digital Media Arts: Interactive Design, Certificate of Achievement (11922) Art: Graphic Design, A.S. Degree (11921) Computer Information Systems, A.S. Degree (11902) Computer Information Systems, Certificate of Achievement (21647) Computer Science, A.S. Degree (11903) Computer Science, Certificate of Achievement (21649) After School Program Assistant, Certificate of Proficiency After School Program Associate Teacher, Certificate of Proficiency Elementary Education, A.A. Degree (17759) Geology, A.S. Degree (11934) Kinesiology, A.A. Degree for Transfer (32434) Liberal Arts: Arts, Humanities, and Communication, A.A. Degree (18317) Liberal Arts: Mathematics and Sciences, A.S. Degree (18318) Liberal Arts: Social and Behavioral Sciences, A.A. Degree (18320) Philosophy, A.A. Degree for Transfer (32042) Psychology, A.A. Degree for Transfer (31041) Science, A.S. Degree (11953)

Non-Credit

ESL Beginning Multilevel, Certificate of Completion (24233) ESL Intermediate Multilevel, Certificate of Completion (24234) Secondary Education, Certificate of Competency (24389) General Office Clerk, Certificate of Completion (24095) Medical Billing, Certificate of Completion (24052) Web Associate, Certificate of Completion (24420)

DEACTIVATED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Geography, A.A. Degree (11945) History, A.A. Degree (11944) Political Science, A.A. Degree (11946) Psychology, A.A. Degree (11935)

Non-Credit

None

REVISED COURSES

Credit

American College English N81, Improving Pronunciation Apprenticeship Carpentry 061A, Acoustical Ceilings Apprenticeship Carpentry 062, Standard Acoustical Grids Apprenticeship Carpentry 063, Suspended Ceilings Apprenticeship Carpentry 064, Acoustical Soffits Apprenticeship Carpentry 065, Prefab/Sound Panels Apprenticeship Carpentry 066, Concealed/Glue-Up/Staple-Up Systems Apprenticeship Carpentry 067, Designer and Specialty Trims Apprenticeship Carpentry 068, Metal Pan and Security Systems Apprenticeship Carpentry 071A, Orientation Apprenticeship Carpentry 071B, Safety and Health Certifications Apprenticeship Carpentry 072A, Basic Metal Framing Apprenticeship Carpentry 072B, Basic Lathing Apprenticeship Carpentry 073A, Framing Ceilings and Soffits Apprenticeship Carpentry 073B, Framing Suspended Ceilings Apprenticeship Carpentry 073C, Framing Curves and Arches Apprenticeship Carpentry 074A, Print Reading Apprenticeship Carpentry 074B, Advanced Print Reading Apprenticeship Carpentry 075A, Light Gage Welding AWS Apprenticeship Cosmetology 035, Cosmetology Apprentice Apprenticeship Maintenance Mechanic 052, Introduction to Electricity - Operations and Maintenance Technical IV (Electrical) Apprenticeship Maintenance Mechanic 053, Industrial Rigging/Reading Blueprints/AC Power Systems & Control ... Apprenticeship Maintenance Mechanic 054, Electrical Troubleshooting - Operations & Maintenance Technician IV (Electrical) Apprenticeship Maintenance Mechanic 057, Operations and Maintenance Technician IV (Electrical) Apprenticeship Maintenance Mechanic 058, Operations and Maintenance Technician IV (Electrical) Apprenticeship Operating Engineers 021, Plant Equipment Operator 1 Apprenticeship Operating Engineers 022, Plant Equipment Operator 2 Apprenticeship Operating Engineers 023, Plant Equipment Operator 3 Apprenticeship Operating Engineers 024, Plant Equipment Operator 4 Apprenticeship Operating Engineers 025, Plant Equipment Operator 5 Apprenticeship Operating Engineers 026, Plant Equipment Operator 6 Apprenticeship Power Lineman 020, Orientation Apprenticeship Power Lineman 021, Power Lineman Apprentice 1 Apprenticeship Power Lineman 022, Power Lineman Apprentice 2 Apprenticeship Power Lineman 023, Power Lineman Apprentice 3 Apprenticeship Power Lineman 024, Power Lineman Apprentice 4 Apprenticeship Power Lineman 025, Power Lineman Apprentice 5 Apprenticeship Power Lineman 026, Power Lineman Apprentice 6 Apprenticeship Power Lineman 041, Work Methods Training Apprenticeship Power Lineman 042, Rubber Gloves Training Apprenticeship Power Lineman 043, Hot Sticks Training Apprenticeship Surveying 030, Labor Relations Apprenticeship Surveying 031, Supplemental Math for Chainman Apprentices Apprenticeship Surveying 040, Standard First Aid Art 100, Introduction to Art Concepts Art 100H, Honors Introduction to Art Concepts Art 102, Survey of Western Art History II: Renaissance Through the Twentieth Century Art 122, Graphic Design I Art 221, Graphic Design II Astronomy 109, Introduction to the Solar System Astronomy 110, Introduction to Stars and Galaxies

Astronomy 140, Astronomy Laboratory Biology 109, Fundamentals of Biology Biology 109H, Honors Fundamentals of Biology **Biology 149, Human Anatomy and Physiology Biology 177, Human Genetics** Biology 191, Biotechnology A: Basic Lab Skills **Biology 200**, Environment of Man **Biology 211, Cellular and Molecular Biology** Biology 239, General Human Anatomy **Biology 249, Human Physiology Biology 259, Environmental Biology** Business 150, Introduction to Information Systems and Applications Chemistry 209, Introductory Chemistry Chemistry 210, General, Organic, and Biochemistry Chemistry 219, General Chemistry Chemistry 229, General Chemistry and Qualitative Analysis Communication 100, Introduction to Interpersonal Communication Communication 100H, Honors Introduction to Interpersonal Communication Communication 101, Group Dynamics Communication 102, Listening Communication 110, Public Speaking Communication 111, Argumentation and Debate Communication 120, Introduction to Intercultural Communication Communication 120H. Honors Introduction to Intercultural Communication Communication 130. Forensics Team Communication 133, Voice and Diction for Effective Communication Communication 134, Oral Interpretation Communication 135, Reader's Theatre Communication 225, Gender Communication Communication 225H. Honors Gender Communication Communication 230, Advanced Forensics Team Computer Information Systems 101, Introduction to Microsoft Office Computer Information Systems 103, Microsoft Word Computer Information Systems 105, Introduction to Microsoft Excel Computer Information Systems 106, Microsoft Excel Computer Information Systems 108, Microsoft Access Computer Information Systems 124, Adobe Photoshop Computer Information Systems 126, Web Site Development for Business Computer Information Systems 130, HTML and JavaScript Computer Information Systems 132, JavaScript Computer Science 100, The Computer and Society Computer Science 105, Visual BASIC Programming Computer Science 112, Java Programming Computer Science 120, Introduction to Programming Computer Science 131, Data Structures Concepts Computer Science 157, Introduction to Robotics Programming Computer Science 205, Advanced Visual Basic Computer Science 213, C# Programming Counseling 113, Learning Strategies for College Success Counseling 118, Self Exploration and the Teaching Profession Counseling 150, Introduction to Human Services Dance 100, Dance History and Appreciation Dance 106A. Introduction to Modern Dance Dance 106B, Introduction to Modern Dance

Dance 108A, Introduction to Ballet

Credit (con't)

Dance 108B, Introduction to Ballet Dance 115A, Introduction to Tap Dance Dance 115B, Introduction to Tap Dance Dance 119A. Introduction to Jazz Dance Dance 119B, Introduction to Jazz Dance Economics 101, Principles/Micro Economics 102, Principles/Macro Education 101, American Schools and Society Education 200, Introduction to Elementary Classroom Teaching English 101, Freshman Composition English 101H, Honors Freshman Composition English 102, Literature and Composition English 102H, Honors Literature and Composition English 103, Critical Thinking and Writing English 103H, Honors Critical Thinking and Writing Environmental Studies 200, Environment of Man Environmental Studies 259, Environmental Biology French 194, Conversation and Composition I French 196, Conversation and Composition II Geology 101, Introduction to Geology Geology 101L, Introduction to Geology Laboratory History 101, World Civilizations to the 16th Century History 101H, Honors World Civilizations to the 16th Century History 102, World Civilizations Since the 16th Century History 102H, Honors World Civilizations Since the 16th Century History 124, Mexican-American History in the United States History 127, Women in U.S. History History 133, History of California History 152, Latin American History History 162, Asian Civilizations Interdisciplinary Studies 155, Human Sexuality Italian 101. Elementary Italian I Italian 102, Elementary Italian II Kinesiology 125A, Basic Cardio Kickboxing Kinesiology 125B, Intermediate Cardio Kickboxing Kinesiology 127A, Basic Yoga Kinesiology 127B, Intermediate Yoga Kinesiology 140A, Basic Circuit Weight Training Kinesiology 140B, Intermediate Circuit Weight Training Kinesiology 140C, Advanced Circuit Weight Training Mathematics N48L, Pre-Algebra/Algebra Basics Math Lab Mathematics N73L, Math Review Mathematics N83L, Math Review Mathematics N93L, Math Review Mathematics 060, Elementary Algebra Mathematics 060L, Beginning Algebra Math Lab Mathematics 070, Geometry Mathematics 080, Intermediate Algebra Mathematics 080L, Intermediate Algebra Math Lab Mathematics 105, Mathematics for Liberal Arts Students Mathematics 140, College Algebra Mathematics 150, Calculus for Biological, Management and Social Sciences Mathematics 160, Trigonometry Mathematics 170, Pre-Calculus Mathematics

Credit (con't)

Mathematics 203, Fundamental Concepts of Elementary Mathematics

Credit (con't)

Mathematics 219, Statistics and Probability

Mathematics 219H, Honors Statistics and Probability

Mathematics 287, Introduction to Linear Algebra and Differential Equations

Music 061, Basic Piano Skills

Music 101, Music Appreciation

Music 101H, Honors Music Appreciation

Music 102, World Music

Music 103, Jazz in America

Music 126, Collegiate Choir

Music 127, Concert Chorale

Music 128, Masterworks Chorale

Music 129, Chamber Choir

Music 161, Class Piano I

Music 162, Class Piano II

Music 163, Class Piano III

Music 164A, Intermediate Piano Repertoire I

Music 164B' Intermediate Piano Repertoire II

Music 185, Beginning Classical Guitar

Music 186, Intermediate Classical Guitar

Music 187, Advanced Classical Guitar

Music 188, Advanced Classical Guitar Technique and Repertoire

Nutrition & Food 115, Nutrition

Philosophy 106, Introduction to Philosophy

Philosophy 106H, Honors Introduction to Philosophy

Philosophy 110, Critical Thinking

Philosophy 110H, Honors Critical Thinking

Philosophy 112, World Religions

Political Science 200, American Political Thought

Political Science 200H, Honors American Political Thought

Political Science 222, Survey of Current Issues in American Politics

Psychology 100, Introduction to Psychology

Psychology 100H, Honors Introduction to Psychology

Psychology 219, Introduction to Research Methods in Psychology

Psychology 240, Introduction to Social Psychology

Psychology 250, Introduction to Abnormal Psychology

Social Science 219, Statistics and Probability

Social Science 219H, Honors Statistics and Probability

Sociology 100, Introduction to Sociology

Sociology 100H, Honors Introduction to Sociology

Sociology 112, Relationships, Marriages, and Family Dynamics

Sociology 140, Analysis of Social Trends and Problems

Sociology 140H, Honors Analysis of Social Trends and Problems

Sociology 240, Introduction to Social Psychology

Spanish 101, Elementary Spanish I

Spanish 101H, Honors Elementary Spanish I

Spanish 102, Elementary Spanish II

Spanish 102H, Honors Elementary Spanish II

Survey/Mapping Sciences 118, Plane Surveying

Survey/Mapping Sciences 119, Advanced Plane Surveying

Survey/Mapping Sciences 150, Introduction to Geographic Information Systems

Survey/Mapping Sciences 205, Computer Aided Drafting Fundamentals For Surveyors

Survey/Mapping Sciences 221, Advanced Problems in Surveying I

Survey/Mapping Sciences 222, Advanced Problems in Surveying II

Survey/Mapping Sciences 229, Legal Aspects of Land Surveying I

Survey/Mapping Sciences 230, Legal Aspects of Land Surveying II

Credit (con't)

Theatre Arts 100, Introduction to Theatre Theatre Arts 110, Acting Fundamentals Theatre Arts 111, Intermediate Acting Theatre Arts 118, Fundamentals of Scene Study Water Utility Science 199, Cooperative Work Experience Education

Non-Credit

Citizenship 020, Citizenship English as a Second Language 460, Intermediate ESL 1 English as a Second Language 470, Intermediate ESL 2 English as a Second Language 480, Intermediate ESL 3 Health & Safety 877, Health Issues & Concepts Health & Safety 898, Substance Abuse High School Subjects 338, Workforce Preparation High School Subjects 770, Orientation to College High School Subjects: Other 153, Supervised Tutoring High School Subjects: Science 168, Life Science 1 High School Subjects: Science 190, Physical Science 1 High School Subjects: Social Sciences 229, World History, Geography, and Culture 1 Vocational: Business 121, Introduction to Computer Software Applications Vocational: Clothing 477, Fundamentals of Commercial Sewing Vocational: Clothing 483, Introduction to Commercial Sewing Vocational: Construction 608, Introduction to Welding, Pre-Apprentice Vocational: Construction 611, Fundamentals of Welding, Pre-Apprentice Vocational: Construction 859, Introduction to Cabinetry/Furniture Refinishing Pre-Apprentice Vocational: Construction 953, Fundamentals of Cabinetry/Furniture Refinishing, Pre-Apprentice

DEACTIVATED COURSES

Credit

American College English 087, Culturally Speaking Apprenticeship Power Lineman 027, Power Lineman Apprentice 7 Apprenticeship Power Lineman 028, Power Lineman Apprentice 8 Apprenticeship Power Lineman 031, Power Lineman Skills Development Art 121A, Fundamentals of Typography Art 121B, Advanced Typography Art 188A, Glass Exploration I Art 188B, Glass Exploration II Art 258, Advanced Studio - Glass Exploration Business 160, Introduction to Stock and Bond Investments Chemistry 119, Fundamentals - General and Organic Computer Science 106, Intermediate Windows Programming with Visual Basic.net Computer Science 206, Visual Basic for Web Development Counseling 144, Reasoning and Problem Solving Mathematics 061, Elementary Algebra with Lab Mathematics 081, Intermediate Algebra With Lab Music 034A, Song Writing Workshop Music 034B, Song Writing Workshop Philosophy 144, Reasoning and Problem Solving Physics 279, College Physics I Physics 289, College Physics II Political Science 121, Model United Nations Political Science 122, Model United Nations Team Events Political Science 123, Model United Nations Individual Events Political Science 226, Contemporary Issues in California Government and Politics

Non-Credit

Counseling 200, Education and Career Seminar Health & Safety 300, Smoking Cessation Health & Safety 875, First Aid High School Subjects 030, Study Skills for Academic Success High School Subjects: Arts 150, Mass Media

DISTANCE EDUCATION

Credit

Biology 239, General Human Anatomy Biology 249, Human Physiology Business 150, Introduction to Information Systems and Applications Chemistry 209, Introductory Chemistry Communication 111, Argumentation and Debate Computer Information Systems 101, Introduction to Microsoft Office Computer Information Systems 103, Microsoft Word Computer Information Systems 105, Introduction to Microsoft Excel Computer Information Systems 126, Web Site Development for Business Computer Science 100, The Computer and Society Computer Science 213, C# Programming Counseling 150, Introduction to Human Services Economics 101, Principles/Micro History 101, World Civilizations to the 16th Century History 102, World Civilizations Since the 16th Century History 127, Women in U.S. History History 133, History of California History 162, Asian Civilizations Mathematics 060, Elementary Algebra Mathematics 080, Intermediate Algebra Mathematics 105, Mathematics for Liberal Arts Students Mathematics 140, College Algebra Mathematics 219. Statistics and Probability Music 101, Music Appreciation Nutrition & Food 115, Nutrition Psychology 100, Introduction to Psychology Psychology 100H, Honors Introduction to Psychology Psychology 219, Introduction to Research Methods in Psychology Psychology 240, Introduction to Social Psychology Psychology 250, Introduction to Abnormal Psychology Social Science 219, Statistics and Probability Sociology 100, Introduction to Sociology Sociology 112, Relationships, Marriages, and Family Dynamics Sociology 240, Introduction to Social Psychology Survey/Mapping Sciences 118, Plane Surveying Survey/Mapping Sciences 119, Advanced Plane Surveying Survey/Mapping Sciences 150, Introduction to Geographic Information Systems Survey/Mapping Sciences 205, Computer Aided Drafting Fundamentals For Surveyors Survey/Mapping Sciences 221, Advanced Problems in Surveying I Survey/Mapping Sciences 222, Advanced Problems in Surveying II Survey/Mapping Sciences 229, Legal Aspects of Land Surveying I Survey/Mapping Sciences 230, Legal Aspects of Land Surveying II

Non-Credit

None

STAND ALONE

<u>Credit</u>

American College English N81, Improving Pronunciation Apprenticeship Surveying 031, Supplemental Math for Chainman Apprentices Computer Information Systems 105, Introduction to Microsoft Excel Counseling 113, Learning Strategies for College Success Mathematics N48L, Pre-Algebra/Algebra Basics Math Lab Mathematics N73L, Math Review Mathematics N83L, Math Review Mathematics N93L, Math Review Mathematics 060, Elementary Algebra Mathematics 060L, Beginning Algebra Math Lab Mathematics 080L, Intermediate Algebra Math Lab Music 061, Basic Piano Skills Music 126, Collegiate Choir Music 127, Concert Chorale Music 128, Masterworks Chorale Music 129, Chamber Choir Music 161, Class Piano I Music 162, Class Piano II Music 163, Class Piano III Music 164A, Intermediate Piano Repertoire I Music 164B, Intermediate Piano Repertoire II Music 185, Beginning Classical Guitar Music 186, Intermediate Classical Guitar Music 187, Advanced Classical Guitar Music 188, Advanced Classical Guitar Technique and Repertoire Theatre Arts 111, Intermediate Acting Theatre Arts 118, Fundamentals of Scene Study Water Utility Science 199, Cooperative Work Experience Education

Non-Credit

Citizenship 020, Citizenship Health & Safety 877, Health Issues & Concepts Health & Safety 898, Substance Abuse High School Subjects: Other 153, Supervised Tutoring

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Community Services Program

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Santa Ana College Community Services Prog	gram – Summer 2014
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these programs are offered to the general public for a fee. The flexibility of the program allows for classes to be added or replaced that have the most cost-effective impact on the program and the community.

ANALYSIS

The proposed Summer 2014 schedule supports the mission of Santa Ana College as a leader and partner in meeting the intellectual, cultural, technological and workforce development needs of this diverse community. Adults and children in the Santa Ana College service area will be given access to over 200 academic and professional development courses, personal enrichment and recreational activities. This summer a robust College for Kids Program will feature over 50 academic and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Summer 2014.

Fiscal Impact:	\$35,000	Board Date: March 10, 2014
	(estimated net income after expenses	3)
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services	
	Lilia Tanakeyowma, Ed. D., Dean of	f Student Affairs
Submitted by:	Erlinda J. Martinez, Ed. D., Presiden	t, Santa Ana College
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD		RSCCD

<u>Category/Event Name</u> Active Adult	Instructor	Fee	Pay Rate
Creative Art Expressions	Semora McCampbell	\$64	60/40
Osteoporosis Workshop	Susan Lee	\$20	50/50
Geri-Fit Workout	Francesca Fisher	\$64	50/50
Elder Care-Gov't Grants & Subsidies	Carl Leiter	\$25	60/40
VA Benefits for Elder Care	Carl Leiter	\$25	60/40
Living Your Dreams	Dana Conley	\$99	60/40
Brain Fitness	Debbi Harper	\$29	60/40
Maximize Your Social Security Benefits	Jalon O'Connell	\$39/\$59	60/40
Animal Care		\$ 00	
Basic Dog Manners	Dog Services Unlimited	\$80 \$00	50/50
Dog Obedience	Dog Services Unlimited	\$92	50/50
Frisbee Dogs-CatchThe Fun!	Dog Services Unlimited	\$34	50/50
Arts & Crafts Candlemaking	Quayum Abdul	\$29	60/40
Soapmaking	Quayum Abdul	\$29	60/40
Mosaic Stepping Stone Workshop	Kim Kahrillas	\$70	60/40
Beads, Crystals, Semi-Precious Stones	Brigitte Burns	\$29	60/40
Wire Wrapping	Brigitte Burns	\$29	60/40
Pearl Knotting	Brigitte Burns	\$29	60/40
Multi-Strand Design	Brigitte Burns	\$29	60/40
Face-Painting	Nina Greville	\$35	60/40
Pinata Designs	Rosa Armendariz	\$49	60/40
Watercolor Designs	Lorna Manapat	\$72	60/40
Acrylic Painting	Noeleen Harstein	\$72	60/40
Wedding Floral Designs	Mina Asadirad	\$65	60/40
Around the Home & Garden			
Electrical Repairs	Phil Famolaro	\$99	60/40
Plumbing Repairs	Phil Famolaro	\$99	60/40
Succulent Container Gardening	Anne, the Barefoot Gardener	\$10	70/30
Automotive	-		
BAR Update	Douglas Wilkes	\$325	60/40
CCDET Smoke Opacity	Tom Hogue	\$175	60/40
DEAM Certification	Tom Hogue	\$175	60/40
Electrical I & II	Glen Hammond	\$200 \$215	60/40
EPA Certification	Tom Hogue	\$215	60/40
Auto Wholesale Business	Ronald Williams	\$85 \$200	60/40
HVAC I & II	Glen Hammond	\$200 \$89	60/40
Auto Upholstery	Paul Dominguez	\$ 07	60/40
Business & Careers Garment Contractor	Linda Minjares	\$175	60/40
Construction for Home Improvement	Phil Famolaro	\$99	\$40/hr
Contractor License	Phil Famolaro	\$99	\$40/hr
Goal Setting	Dale Marcouillier	\$49	60/40
Communication Techniques	Dale Marcouillier	\$49	60/40
Winning with Personality Types	Dale Marcouillier	\$49	60/40
Become A Notary Public	Notary Public Seminars, Inc.	\$85	60/40
Loan Signing	Notary Public Seminars, Inc.	\$89	60/40
Child Visitation Monitor	Notary Public Seminars, Inc.	\$295	60/40
Transaction Escrow Coordinator	Notary Public Seminars, Inc.	\$99	60/40
Build Your Own Website	Michael Rounds	\$39	60/40

<u>Category/Event Name</u>	Instructor	Fee_	Pay Rate
E-Publishing	Michael Rounds	\$39	60/40
Cash In On Your Ideas & Inventions	Nancy Miller	\$39	60/40
How To Sell on eBay	Francis Greenspan	\$79	60/40
Voice Overs-You're On The Air	Such A Voice	\$29	60/40
Identify Your Perfect Career	Sue Monetelone	\$39	60/40
Quickbooks Accounting	Miguel Figueroa	\$79	60/40
Threading From A to Z	Sue Mikhael	\$89	60/40
Human Resources Series	Allison Pratt	\$129	60/40
Become a Floral Designer	Mina Asadirad	\$65	60/40
Home Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Getting Published	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Management Series	Gene Konstant	\$129	60/40
Makeup 101	Michelle Jackson	\$65	60/40
Securing Your Ideal Job	Silvia Gonzalez	\$69	60/40
Facebook & Social Media Marketing	Bob Cohen	\$39	60/40
Grant Writing Fundamentals	John Drew	\$69	60/40
Become A Phlebotomist	Lorna Manapat	\$1295	60/40
Certification in Make Up Artistry	Nina Greville	\$295	60/40
College For Kide			
College For Kids	Alpino Tutoring	00\$	¢ЭЕ/br
Early Reader	Alpine Tutoring	\$89 \$89	\$35/hr \$35/hr
Reading Development & Comprehension Basic Math	Alpine Tutoring		\$35/hr
	Alpine Tutoring	\$89 \$80	
Study Skills & Test Taking	Alpine Tutoring	\$89 \$92	\$35/hr 60/40
Writing Academy	Alpine Tutoring	\$92 \$59	\$30/40 \$30/hr
English Composition	Phyllis Neal Sabrina Bradlov	\$39 \$39	\$30/11 60/40
Seriously Awesome Sitters Mini Chefs	Sabrina Bradley	\$39 \$79	60/40 60/40
Baker's Dozen	Sumati Ratanjee Silvia Castellanos	\$79 \$79	60/40
		\$79 \$44	60/40
Horse Camp Musical Theater	Cheryl Skidmore Olivia Secard	\$44 \$89	\$0/40 \$25/hr
Young Dance Camp	Olivia Secard	\$89 \$89	\$25/hr
Singing for Youth	Elizabeth Hill	\$69	\$25/hr
SAT Prep	Sheldon/Arroyo	\$115	\$25/hr
Teen Make-Up & Skin Care	Michelle Jackson	\$39	\$33/III 60/40
Intro to Drawing	Noeleen Harstein	\$49	60/40
Paint Your Heart Out	Noeleen Harstein	\$49	60/40
Creative Artist Workshop	Semora McCampbell	\$79	60/40
Pinata Designs	Rosa Armendariz	\$79	60/40
CSI - Forensic Science	Discovery Science	\$59	60/40
Biology Dissections	Discovery Science	\$59	60/40
Super Cool Chemistry	Discovery Science	\$59	60/40
Robotic Engineering Camps	Berizohar Padilla	\$129	60/40
Video Game Designs	Freshi Media	\$129	60/40
Mobile App Designs	Freshi Media	\$129	60/40
Acting/Modeling	Deborah Moseley	\$89	60/40
Aerospace Engineering: Up, Up, Away	Sam Kamel	\$129	50/50
Chemical Engineering: Mix it Up	Sam Kamel	\$129	50/50
Civil Engineering: Building Up	Sam Kamel	\$129	50/50
Electrical Engineering: Snap Circuits	Sam Kamel	\$129	50/50
Industrial Engineering: K'NEX	Sam Kamel	\$129	50/50
Mechanical Enginnering: Roller Coasters	Sam Kamel	\$129	50/50
Robotics 101	Sam Kamel	\$129	50/50
		ΨΙΖ/	30/30

Category/Event Name	<u>Instructor</u>	Fee	Pay Rate
Online Driver's Ed	Erika Vieyra	\$55	60/40
Spanish For Kids Basketball Camp	Sonia Maldonado Rob Wakefield	\$69 \$79	60/40 60/40
Fitness Bootcamp	Rob Wakefield	\$79	60/40
Keyboarding	Nancy Haugen	\$79	\$35/hr
Computers	Debra Crowley	\$79	\$35/hr
Graphic Designs	Debra Crowley	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Pre-Algebra	Maria Lopez-Sheldon	\$99	\$35/hr
Algebra	Maria Lopez-Sheldon	\$99	\$35/hr
Fractions, Decimals & Percents	Maria Lopez-Sheldon	\$99	\$35/hr
Geometry	Maria Lopez-Sheldon	\$99	\$35/hr
Aquatics Camp	Alfred Reyes	\$34	60/40
Zumba	Atosa Doust	\$59	60/40
Discover American Nat'l Parks	Phyllis Neal	\$59	\$30/hr
Beginning Piano	Gabriel Baeza	\$69	\$25/hr
Beginning Guitar	Gabriel Baeza	\$69	\$25/hr
Manners for Kids	Rachele Sweetser	\$79	70/30
Martial Arts for Kids	John Bishop	\$65	60/40
Computers			
MS Applications	Debra Crowley	\$79	\$35/hr
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Computer Basics	Dori Dumon	\$39	\$35/hr
Email & Calendar	Dori Dumon	\$39	\$35/hr
Intro to MS Word	Dori Dumon	\$39	\$35/hr
Intro to MS Excel	Dori Dumon	\$39	\$35/hr
iPhones, iPads, I'm Lost	Robert Cohen	\$39	60/40
Improving PC Performance	Robert Cohen	\$39	60/40
Court Mandated		* 1 0	
Alcohol & Drug Awareness	Pat Verwiel	\$40 \$255	50/50
V.C. 14601.1 Suspended License Program	Berry Reed	\$255	50/50
Culinary Arts			
Flavors of India	Sue Ratanjee	\$29	60/40
Sushi Made Easy	Dave Sobel	\$29	60/40
Summer Cooking with Tarla	Tarla Fallgatter	\$29	60/40
Juicing For Life	Barb Sobel	\$29	60/40
Go Go Green	Madhava Das	\$49	60/40
D			
Dance	Colomon Divora	¢۲۵	(0)40
Salsa Bally Danag	Salomon Rivera	\$59 ¢50	60/40
Belly Dance	JoEllen Larsen	\$59 \$20	60/40
Caribbean & Latin Dance Advance Salsa	Miguel Figueroa	\$39 \$39	60/40 60/40
Auvalle Jaisa	Miguel Figueroa	\$ 28	00/40
Health, Fitness & Beauty			
Strength Training Instructor Workshop	Francesca Fisher	\$625	50/50
Yoga	Pamela Buonanotte	\$69	60/40
Basic First Aid & CPR	Sabrina Bradley	\$25	60/40
Couples Massage	Barb Sobel	\$39/\$59	60/40
Zumba	Atosa Doust	\$69	60/40
Open Court Badminton	Chi Tran	\$29/\$44	60/40
Evening of Massage	Barb Sobel	\$39/\$59	60/40
		3.10 (4)	
	3	5.10 (4)	

<u>Category/Event Name</u> Body Sculpting Summer Hikes Martial Arts Women's Self-Defense	<u>Instructor</u> Francesca Fisher Phyllis Neal John Bishop John Bishop	<u>Fee</u> \$89 \$20 \$65 \$65	Pay Rate 50/50 \$30/hr 60/40 60/40
Language Conversational Spanish Conversational Italian Conversational French	Alpine Tutoring Alpine Tutoring Alpine Tutoring	\$69 \$69 \$69	\$35/hr \$35/hr \$35/hr
Money Matters Credit Rescoring Social Security Secrets Investment Bootcamp Master Your Money	Gene Konstant John Pak Jalon O'Connell Jalon O'Connell	\$49/\$66 \$39/\$59 \$39/\$59 \$44/\$66	60/40 60/40 60/40 60/40
Online Workshops Internet & Basic Computer Literacy Web Page Design, Graphics & Multimedia Computer Troubleshooting & Networking Computer Programming Digital Photography & Digital Video Languages (various) Writing Courses Entertainment Industry Business Planning & Sales Business Marketing & Accounting Finance, Wealth & Career Building Family, Parenting & Child Care Personal Enrichment	Education To Go Education To Go	\$89 \$89 \$89 \$89 \$89 \$89 \$89 \$89 \$89 \$89	\$52 \$52 \$52 \$52 \$52 \$52 \$52 \$52 \$52 \$52
Online Career Training Programs Business & Professional Healthcare & Fitness Hospitality & Gaming IT & Software Development Management & Corporate Media & Design Skilled Trades & Industrial Sustainable Energy & Going Green	Gatlin Education Gatlin Education Gatlin Education Gatlin Education Gatlin Education Gatlin Education Gatlin Education Gatlin Education	\$1795 \$1795 \$1795 \$1795 \$1795 \$1795 \$1795 \$1795 \$1795	\$300 \$300 \$300 \$300 \$300 \$300 \$300 \$300
Real Estate Programas Alternativos Pros & Cons of Refinancing Buying Your First Home Flipping Real Estate Property Investing in Multi-Family/Apartment Buildings	Sandy Flores Sandy Flores Sandy Flores Sandy Flores Gemini Patel	\$10 \$10 \$29 \$29 \$49/\$79	60/40 60/40 60/40 60/40 60/40

Travel

Category/Event Name	<u>Instructor</u>	<u>Fee</u>	Pay Rate
U.S.S. Midway & San Diego Harbor Cruise	Good Times Travel Tours	\$89	70/30
Malibu Retreat	Good Times Travel Tours	\$59	70/30
Santa Barbara Rail & Sail	Good Times Travel Tours	\$109	70/30
Pompeii Exhibit	Good Times Travel Tours	\$79	70/30
Getty Center	Good Times Travel Tours	\$49	70/30
Summer Breezes & Stinking Roses	Good Times Travel Tours	\$100/deposi	t
Central Coast Rail	Good Times Travel Tours	\$100/deposi	t
Missions & Mansions	Good Times Travel Tours	\$100/deposi	t

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College Community Services Program

То:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Santiago Canyon Co	llege Community Services Program, Summer 2014
Action:	Request for Approval	

BACKGROUND

The Summer 2014 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 140 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Summer 2014.

Fiscal Impact: \$25,000 revenue

Board Date: March 10, 2014

Prepared by: Jose Vargas, Vice President of Continuing Education

Submitted by: Juan Vázquez, President

Recommended by: Raúl Rodríguez, Ph.D., Chancellor

Category/Event Name	Instructor_	<u>Fee</u>	<u>Pay Rate</u> SCC/Presenter
Animal Care			<u>Secrificsenter</u>
Dog Obedience	Dog Services Unlimited	\$84	60/40
How to Help Your Dog Help Others	Kim Pagones	\$72	60/40
Around the Home & Garden			
Interior Design for the Homeowner	ТВА	\$69	60/40
Floral Design	Mina Wholesale Flowers	\$65	60/40
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Plumbing	Rick Longobart	\$59	50/50
Arts & Crafts			
Introduction to Drawing	Alpine Tutoring \$69		\$35/hour
Joy of Pastels	Alpine Tutoring \$69		\$35/hour
Glass Exploration	Jean Freeland-Salcedo \$99		60/40
Jewelry Design	Instructor TBA \$35		60/40
Pastel Drawings	Instructor TBA \$69		\$35/hour
Business & Careers			
Introduction to Voiceovers	Voices for All	\$29	60/40
Become a Notary Public	Notary Public Seminars	\$85	60/40
Renew Your Notary	Notary Public Seminars	\$50	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Human Resources Certification Series	Allison Pratt	\$99	50/50
Employment Retention	Allison Pratt	\$39	50/50
Performance Appraisals	Allison Pratt	\$39	50/50
Safe Terminations	Allison Pratt	\$39	50/50
Sexual Harassment Avoidance	Allison Pratt	\$59	60/40
Successful Home Based Business	LeeAnne Krusemark	\$39	60/40
Word Processing Business	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Mystery Shopper	Elaine Moran	\$39	60/40
Accounting for the Non-Accountants	Joseph Kibbe	\$120	60/40
Introduction to QuickBooks	Joseph Kibbe	\$99	60/40
Advanced QuickBooks	Joseph Kibbe	\$99	60/40
Backflow Prevention Device Repair	Gary Blackmore	\$250	\$50/hour
Personal Trainer Certificate	World Instructor Training	\$625	\$524/person
Grant Writing	ТВА	\$50	60/40
Wholesale Auto Dealer from Home	Ronald Williams	\$85	60/40
How to Sell on EBay	Frances Greenspan	\$59	60/40
College for Kids			
Basic Math (Grades 3/4)(Grades 5/6)	Mathnasium	\$98	60/40
Pre-Algebra/Algebra	Mathnasium	\$98	60/40
Musical Theater	Val Weaver Dance Center	\$150	50/50

Category/Event Name	Instructor	<u>Fee</u>	<u>Pay Rate</u> SCC/Presenter
College for Kids Continued			
Dance Camps	Val Weaver Dance Center	\$150	50/50
Hip Hop Camp	OC Dance Studio	\$150	50/50
Cheerleading Camp	OC Dance Studio	\$150	50/50
Sports Camp	Blueray Management	\$125-\$150	
Swim Lessons	Blueray Management	\$60	25/75
Swim Camp	North Irvine Club	\$100	25/75
Water Polo Camp	North Irvine Club	\$100	25/75
Natural A's	Curtis Adney	\$49	60/40
Keyboarding For Kids	Nancy Haugen	\$79	\$40/hour
Computers For Kids	Nancy Haugen	\$79	\$40/hour
Digital Photography for Kids	Karen Moore	\$89	\$45/hour
Photoshop For Kids	Karen Moore	\$78	\$45/hour
Spanish for Kids	Sonja Moldano	\$69	\$40/hour
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Engineering with Legos ®	Play-Well	\$145	\$96/person
Red Hot Robots	Mad Science	\$125	\$85/person
Biology in Your Backyard	Mad Science	\$125	\$85/person
"Fizz"-ical & Che-"Mystery"	Mad Science	\$125	\$85/person
Rockin Rocket Scientists	Mad Science	\$125	\$85/person
Debate Camp	Jared Kubicka-Miller	\$400	\$35/hour
Study Skills & Test Taking	Readwrite Education	\$59	\$40/hour
Reading Development	Readwrite Education	\$89	\$40/hour
Speed Reading & Vocabulary	Readwrite Education	\$69	\$40/hour
Reading Review (Grades2-5)	Courtney Depsky	\$84	\$35-\$40/hour
Writing Review (Grades 2-10)	Courtney Depsky/ Alpine Tutor	\$84	\$35-\$40/hour
Math Review (Grades 2-10)	Courtney Depsky/ Alpine Tutor	\$84	\$35-\$40/hour
Poetry/ Creative Writing (2-5)	Courtney Depsky	\$84	\$35-\$40/hour
English Composition & Writing Skills	Phyllis Neal	\$59	60/40
Research Writing/ National Parks	Phyllis Neal	\$59	60/40
How to Write a College Essay	Jayne Munoz	\$59	\$40/hour
Guitar for Kids	Ron Gorman	\$79	50/50
Sew Simple	Carla Buchanan	\$69	60/40
Modeling for Girls & Teens	Tara Myer	\$59	60/40
Acting Fundamentals	Tara Myer	\$59	60/40
Art Camp-Cartoon Workshop	Young Rembrandts	\$99	60/40
Art Camp-Pastel Workshop	Young Rembrandts	\$99	60/40
Video Game Design	Freshi Films LLC		\$104/person
App Development	Freshi Films LLC		\$104/person
Computer Animation	Freshi Films LLC		\$104/person
Lego/ Cartoon Flix	Incrediflix	\$159	\$96/person
Editing/ Digital Flix	Incrediflix	\$159	\$96/person
Mindstorm/ Minecraft Camp Legos ®	Bricks 4 Kids		\$100/person
Robotics/ Amusement Park Legos ®	Bricks 4 Kids		\$100/person
Horsemanship Camp	Riding Academy of OC	\$350	\$300/person

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> SCC/Presenter
Computers			
Computers for Beginners	Dori Dumon	\$89	\$35-45/hour
Introduction to Outlook & Email	Dori Dumon	\$89	\$35-45/hour
Managing Your Computer Files	Dori Dumon	\$44	\$35-\$45/hour
Introduction to Microsoft Windows	Dori Dumon	\$44	\$35-45/hour
Introduction To Photoshop	Dori Dumon	\$89	\$35-45/hour
Microsoft Word - Part I/ Part II	Don Dutton	\$89	\$35-45/hour
Introduction to MS Excel	Don Dutton	\$89	\$35-45/hour
Intermediate MS Excel	Don Dutton	\$89	\$35-45/hour
FaceBook & Social Media Marketing	Robert Cohen	\$39	60/40
Blogging for Fun & Profit	Robert Cohen	\$39	50/50
iPhones, iPadsand I'm Lost!	Robert Cohen	\$39	60/40
On-Line Courses	Education To Go	\$79-\$199	\$52-\$151
Dance			
Salsa	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$89	60/40
Strictly Tango	John Potter	\$59	\$40/hour
East Coast Swing	John Potter	\$59	\$40/hour
Country Line Dancing	Val Weaver Dance	\$72	50/50
Health, Beauty & Fitness			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	ТВА	\$79	60/40
Indoor Soccer	Lisa Hermen	\$40	50/50
Lap Swim	North Irvine Club	\$89-\$69	\$35/hour
Water Aerobics	Casey Chavez	\$79	\$35/hour
Circuit Training	SCC Instructor	\$30	50/50
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Juicing for Life	Dave & Barb Sobel	\$29	50/50
Make-up Classes	Nina Greville	\$20	60/40
Language			
Spanish	Alpine Tutoring	\$69	60/40
Fast Fun French	Katherine Watson	\$59	60/40
Italian	Alpine Tutoring	\$69	60/40
Money Matters			
Strategies to Maximize Social Security	Jalon O'Connell	\$29	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Smart Money Fundamentals	John Pak	\$39	60/40

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> SCC/Presenter
Music			
Beginning Guitar	Ron Gorman	\$89	50/50
Finger Style Guitar	Ron Gorman	\$89	50/50
Beginning Piano	Ron Gorman	\$89	50/50
Beginning Ukulele	Ron Gorman	\$89	50/50
Older Adult			
Total Fitness	Jeffrey Nolasco	\$36	\$40/hour
Yoga for Everybody	Mariana Fischer-Militaru	\$36	\$40/hour
Meditation for Everyday/ Older Adult	Mariana Fischer-Militaru	\$36	\$40/hour
Personal Enrichment			
What Were You Born To Do	Curtis Adney	\$49	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertiveness Skills for Success	Nick Lazaris	\$29	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Divorce Options	Jan Mark Dudman	\$49	60/40
Identify Your Perfect Career	Sue Montelone	\$39	60/40
Retired – Now What?	Elaine Moran	\$39 \$29	60/40
<i>Real Estate</i> How to Sell Residential Real Estate	Robert Lindquist	\$29	50/50
Special Internet			
Special Interest	Julie Diebolt Price	¢50	60/40
Digital Photography		\$59 \$69	60/40
Novice Photographer	Julie Diebolt Price	•	60/40
Introduction to Digital Photography	Julie Diebolt Price	\$149 \$20	
CPR Desis First Aid	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
American Red Cross Lifeguarding	Blueray Management	\$180	50/50
American Red Cross CPR Training	Blueray Management	\$65	50/50
Test Preparation			
SAT Preparation	Alpine Tutoring & Jayne Munoz	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$59	50/50Math
Tutoring	Alicia Frost	\$20	50/50
Travel			
San Diego Patriotism	Good Times Travel	\$89	\$72-\$83/pp
Malibu Retreat	Good Times Travel	\$59	\$44-\$53/pp
Santa Barbara Rail & Sail	Good Times Travel	\$109	\$92-\$103/pp
Multi-Day Tours TBA	Good Times Travel	TBA	TBA

NO. 3.12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTIAGO CANYON COLLEGE - ORANGE EDUCATION CENTER

То:	Board of Trustees Date: March	10, 2014					
Re:	Approval of Consulting Agreement with Cynosure New Media, Inc.						
Action:	Request for Approval						

BACKGROUND

The Student Success Act of 2012 and subsequent actions by the California Community College System's Board of Governors are reshaping the community college system into one in which students receive more support services upon entry and are encouraged to identify and pursue an educational program prior to beginning their studies. As a result, the Santiago Canyon College, Orange Education Center is developing an on-line orientation for students to assist them with the identification of an academic/training program and goals and inform them of the resources available to assist them with completing their program/goals.

ANALYSIS

Adding on-line orientation to Santiago Canyon College, Orange Education Center's current sitebased orientation program will significantly expand student access to a brief, self-paced, customized orientation that will help students avoid many of the common missteps that impede student success and the completion of their academic/training program and goals. The addition of an on-line orientation will help ensure compliance with the Student Success Act and support accreditation standards that require the alignment of institutional resources in support of student success and completion.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting agreement with Cynosure New Media, Inc. to support the development of an on-line orientation program for students at Santiago Canyon College, Orange Education Center.

Fiscal Impact: \$45,900

Board Date: March 10, 2014

Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College

Submitted by: Juan Vázquez, President

Recommended by: Raúl Rodriguez, Ph.D., Chancellor

Online Orientation Program Proposal

for



Santiago Canyon College Division of Continuing Education

by

Cynosure New Media, Inc. 9974 Scripps Ranch Blvd. #357 San Diego, CA 92131



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INTRODUCTION

The mission of the continuing education division is to offer a variety of free, noncredit classes, programs, and services that enable students to maximize their potential by acquiring the necessary skills to reach their personal, educational, and vocational goals so that they can benefit from, and contribute to, a changing American society as productive, active members of their communities.

To ensure the division is able to achieve its mission, new continuing education students need to be made aware of the services and benefits they have access to. The traditional method of providing this information has been through a facilitator-led orientation session.

Unfortunately, this style of orientation is ill-well suited to the continuous arrival of new students to the program. These in-person presentations are also rife with inconsistent information, lack engagement, and poorly track and monitor student participation and mastery of the material.

Alternatively, an online orientation program is the perfect tool to address all these challenges. Over the past decade, Cynosure New Media has become the leader in the development of web-based new student orientation programs.

The primary goal of a Cynosure developed orientation is to create a self-guided, online, media-based, application that meets the unique content requirements of the campus client and results in improved student knowledge about services, keys to success, and an overview of the education experience.

Subordinate goals/project objectives for online orientation include:

- The creation "middleware" applications that can interface with existing student data systems.
- Track student performance and provide data output capabilities for analysis and reporting.
- Ensure compliance with Section 508 of the American's with Disabilities Act.
- Create Student Learning Outcomes (SLOs).
- Incorporate into the orientation program an SLO measurement survey, Cynosure's Knowledge Gap Assessment.





ABOUT US

Cynosure New Media, Inc. (est. 1999) is a San Diego-based full-service communications company specializing in media-based training development, digital content production, and custom software applications. Our expertise in instructional systems design and corporate communications spans several industries including wireless telecommunications, biotech, healthcare, software development, organizational management, leadership development, and employee improvement. Our clients consistently agree, *the Cynosure difference is that we always do what we say we will do - deliver superior end-products on time, on budget and with exceptional customer care.*

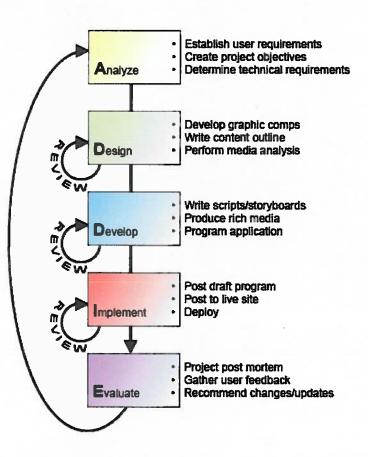
Powered by a dynamic team of individuals with diverse skills and talents, Cynosure builds successful partnerships with its customers through careful planning, monitoring, and two-way communication. We pride ourselves in our ability to respond to our customers quickly through proactive rather than reactive project management. Bottom line – we strive to create long-term collaborative business relationships to ensure a win-win environment for our customers, our strategic partners, and our team of creative professionals.

WHAT MAKES US DIFFERENT

At its core, Cynosure New Media is a training development / instructional design company.

Therefore, regardless of the project type (training, corporate communication, or information) we make use of the ADDIE instructional design model in our development process.

The model forces us to make certain project considerations that would not normally be addressed by ordinary multimedia developers.





STATEMENT OF WORK

Design, develop, produce, and program an online orientation program for new students enrolling in Continuing Education programs through Santiago Canyon College.

- The program will be developed in both English and Spanish.
- The program will have the ability to be viewed in both online and offline configurations.
 - o ONLINE
 - The online configuration will be viewable from the campus website and used primarily for group orientation or individual orientations where the users have access to an Internet connection.
 - This will serve as the primary method of orientation delivery, typically to students on the first night of class played back from the instructor's own computer and Internet connection.
 - Individual student online testing and progress tracking will be unavailable in the group delivery setting. Instead, users will complete a paper-based quiz which will also serve as verification of having attended orientation.
 - Students entering the program a various times may also use the online configuration provided they have access to a computer and Internet connection.
 - o OFFLINE
 - The offline configuration will be viewable from Window-based computer or laptop via CD-ROM. The program, while offline, will still be viewed through the host computer's browser software.
 - Testing and user progress monitoring will not be available in the offline version.
 Instead, users will complete a paper-based quiz which can also serve as verification of having attended orientation completion.

These are operational considerations documented at this time to ensure consideration of the various access configurations is considered and carefully though through in advance of orientation development. These considerations are subject to change as the dialog between the campus and Cynosure continues. The clarification of how users will access the orientation will not affect the pricing detailed in this proposal.

TECHNICAL DESCRIPTION

Online orientation delivers an innovative and engaging interactive program that presents a high-level core set of information needed for success by the first semester student. Projects of this nature and with the previously documented list of objectives are best produced in phases.

Cynosure proposes this project be developed in the following phases:

- Design and storyboarding
- Video production



- Graphic production
- Programming
- QC, test, review, and approval

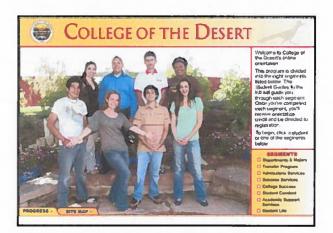
DESIGN AND STORYBOARDING

This stage of production encapsulates all design considerations to be made for the finished program. It begins with a campus kick-off meeting that explores and documents all the campus specific content requirements.

The results of the kick-off meeting are used through the continuation of the design and storyboarding phase, which culminates into a complete storyboard document that details all of the rich media elements, narrated dialog, video vignettes, on-screen text, graphic/photo descriptions, and relevant content.

With respect to this phase of production, Cynosure will:

- Meet with the college representatives or committee to collect ideas, themes, and content requirements; identify key stakeholders; and college any existing orientation materials.
- Create a project "Design Document" which in addition to communication plan, tentative schedule, and description of other design considerations; features a comprehensive content outline documenting all information to be incorporated into the orientation.



• Develop a "Storyboard Document" which provides the screen by screen details of all content to be produced in the finished orientation.

VIDEO PRODUCTION

The online orientation will make use of a substantial amount of video. The use of video is intended to maintain learner engagement and improve content retention.

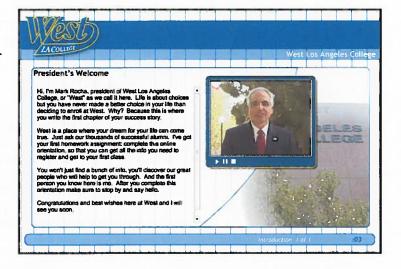
Cynosure's professional video product crew will film all required video segments on campus during 3-days of on-campus video production.

Video production on campus is also our opportunity to take still photography as needed to support graphic requirements of the orientation.



With respect to video production phase of production, Cynosure will:

- Produce a "Video Planning Document" which details all the rich media requirements for the program and serves as an aid for campus staff to prepare for the video production/photography event.
- Work with the campus to populate a production schedule with volunteer student talent.
- Shoot video using professional crew and equipment. Equipment typically includes camera, lights, audio, and teleprompter. Actual equipment and crew provided depends on video requirements.



- Provide still photography as required
- Edit and produce videos.
- Digitize and compress finished videos for inclusion in the finished online orientation.

GRAPHIC PRODUCTION

During this phase, all images, graphics, animations, and photography documented in the storyboard for use in the program are produced. Individual screens are laid-out with their associated text and/or images.

With respect to the preparation of all rich media for use in the orientation, Cynosure will:

- Prepare all rich media elements as detailed in the approved storyboards
 - o Develop graphics, animation, and text for inclusion into the program.

PROGRAMMING

This phase of development brings all the orientation components together into a format suitable for online review and comment. Goals of the programming phase include, but aren't limited to:

- Combine all elements into a complete deliverable package.
- Ensure compliance with Section 508 of the American's with Disabilities Act
 - To avoid duplication of efforts, components for accessibility of the program(s) are produced ONLY after the electronic versions are reviewed and approved.



• The development of accessible components should not interfere with the successful deployment of the program(s) and are delivered as an update of existing files.

With respect to the programming required for the orientation, Cynosure will:

- 1. Program all components needed for online presentation
 - Use appropriate combinations of various web-friendly components (HTML, FLV, JPG, classic-ASP, and XML), to program the orientation into a format suitable for online review, comment, and approval
- 2. Host program for review
 - During the development and review cycle, Cynosure will host the orientation program on its corporate web servers. A URL will be provided for online review.
- 3. Work with IT staff to interface programs with the existing student data system.
 - Because Cynosure online programs are constructed using standard web compatible files, no additional server-side support is needed, except in the case with specific programs are to be integrated with existing student information systems.
 - If desired, Cynosure programming staff will partner with campus IT to develop the required "middleware" to successfully integrate the program(s) with existing student information systems.

ADDITIONAL PROGRAMMED ELEMENTS

As a companion to the online orientation program, Cynosure provides a simple usage tracking and data collection system. The data collection system makes use of a basic flat file data utility, provides essential administrative functionality and control, and reports usage of the online orientation program by viewers.

The system records the following information:

- Student identify at the time of entry.
- Completion of individual orientation segments.
- Time of entry into and exit from the online program.
- Overall completion status.

The data utility is a pre-existing tool and as such not subject customization.

Administrative functions and controls to be programmed include:

- Password protected access to the administrative control panel and report generation
- Search capabilities based on Student ID number, student name, and/or date/date range.

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- Data export to a tab-separated values (TSV) format, suitable for use in programs such as Microsoft Excel.
- Automated data archiving. Archived data is also searchable as needed.
- The data system will be self-sufficient and not require maintenance by IT department staff.

Reports		
Data Source: Past 12 Months	•	
Report Type Student Data Total Students Question Analysis Knowledge Gap Analysis	Filters All Dates Exact Period From: 1 Jan 2014 To: 30 Jan 2014 Student Data: Field: First Name Value. All Students Completed Students Only In Progress Students Only	Format Display on Screen Download Spreadsheet (TSV)

KNOWLEDGE GAP ASSESSMENT

The Knowledge Gap Assessment is an automated survey and report that is integrated into the orientation program. It is designed to measure student success in the orientation against a set of establish Student Learning Outcomes (SLO).

Students entering the orientation for the first time are presented a survey of 25 or more questions developed in accordance with the SLOs.

Students are asked to rate their existing knowledge of subject material to be covered in the online orientation on a 6-point scale with intervals at 100, 80, 60, 40, 20, and 0 percent.



			We	est L	os A	ngeli
IOWLEDGE Gap Assessment elect your percentage of confidence with regard to each of the following	; staten	nents.				
Based on what I currently know about college requirements and services L	100%	80%	60%	-40%	20%	0%
am aware of the variety academic and vocational major programs available to me.	0	۲	0	Ű,	0	0
- understand the differences in transfer requirements between UC and CSU campuses	0	0	0	0	0	0
- know about transfer admission guarantee programs	0	0	0	D	0	0
can state the steps of the matnoutation process	0	0	0	0	0	0
understand how assessment test performance will affect my placement in math and English programs.	0	6	0	0	0	0

Upon completion of the orientation, students respond again to the same survey.

The Knowledge Gap Assessment is a measure of the students' own perceived improvement (or lack) in knowledge about orientation subject material.

The data is then available in report form accessed through the existing data utility.

The report tracks performance averages for the entire population of results selected. The report is displayed in a browser window for printing, or can be exported into a format suitable for import into an Excel spreadsheet or other data application.

In support of Knowledge Gap Assessment requirements, Cynosure will:

- 1. Develop a complete set (approximately 25) of Student Learning Outcomes (SLOs).
 - a. Objectives will be written as informal Mager-style objectives. Informal objectives include the task description in verb/noun form, but lack the condition and standard statements of formal objectives.
- 2. Develop a Knowledge Gap Assessment survey matched against the SLOs
- 3. Integrate both the Pre- and Post-orientation surveys into the online orientation program.
- 4. Program the necessary output reports and integrate them into the admin utility.

WARRANTY

Cynosure New Media, Inc., warrants this application from programming and technical defects with regard to the condition of content, navigation, and video playback. However, Cynosure can not anticipate the future direction of the technologies upon which this orientation is based and therefore cannot warrant its ability to



play without error should technologies change in the future. Specific technologies employed in this program include: Adobe Flash and various Internet browsers, i.e., Microsoft Internet Explorer and Mozilla Firefox.

ORIENTATION ON-GOING MAINTENANCE

Cynosure New Media, Inc. understands that in spite of our best effort to develop a product with content longevity, things change. As such, we agree to make small changes free of charge for a period of up to 3-years.

Small changes are described as typographical errors, minor changes to text content, etc., that can be made in the period of 30-45 minutes and returned to the college as a replacement file with instructions for IT staff how to upload the file the web server.

Changes of longer duration, video changes, programming changes, additions or removal of content segments do not fall under this provision.

Change requests of this type should be documented by college staff and delivered to Cynosure for a prompt return of an estimate to make the requested changes.

PERIOD OF PERFORMANCE

The typical development process is several months. The Division of Continuing Education requires the project be completed prior to July 1, 2014. A detailed development schedule will be developed following contract approval. The schedule milestones will be planned working backwards from the desired project completion date.

COST

Cynosure agrees to develop the online orientation as described in this proposal for the firm fixed price of \$45,900.00, which includes video production and travel expenses.

Cynosure requests that payments be made based in four (4) equal installments based on the following milestone schedule.

Milestone 1:	Execution of the Project Kick-Off Meeting
Milestone 2:	Delivery of the Draft Storyboard Document
Milestone 3:	Completion of 3-days On-Campus Video Production and Photography
Milestone 4:	Final Acceptance and Delivery of Programmed Orientation

All invoices are submitted based on Net 30-day terms.

The concepts, processes, procedures, and cost estimates detailed in this document are considered PROPRIETARY and shall not be copied or represented to anyone without the consent of the author, Cynosure New Media, Inc. Copyright © 2014 Cynosure New Media, Inc. All rights reserved.



COST DETAILS

Phase	Description	Rate	Per	Unit		Cost
Design	Storyboard Development	\$ 4,000.00	project	1	\$	4,000.00
•	Interface Design	\$ 1,500.00	project	1	\$	1,500.00
			DESIG	N SUBTOTAL	\$	5,500.00
Video	Pre-Production	\$ 100.00	hour	8	\$	800.00
	Video Production	\$ 4,000.00	day	3	\$	12,000.00
	Per Diem (2 overnight stay x 4 crew)	\$ 150.00	person/day	8	\$	1,200.00
	Video Editing	\$ 100.00	hour	20	\$	2,000.00
	Transcription	\$ 50.00	hour	8		NO CHARGE
	Consumables	\$ 50.00	day	3	_	NO CHARGE
		VIE	DEO PRODUCTIO	N SUBTOTAL	. \$	16,000.00
Graphics	Graphic Production	\$ 110.00	screen	90	\$	9,900.00
			DESIG	N SUBTOTAL	\$	9,900.00
Program ming	Web Apps Developer	\$ 125.00	hour	80	\$	10,000.00
	Alternative Delivery Platform (i.e. CD-ROM	\$ 1,500.00	project	1	\$	1,500.00
	ADA Compoliance Programming	\$ 50.00	hour	60	\$	3,000.00
KGA	Knowledge Gap Assessment	\$ 2,000.00	project	1	_	NO CHARGE
			PROGRAMMIN	G SUBTOTAL	. \$	14,500.00

PROJECT TOTAL \$ 45,900.00

NO. 3.13

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College- Business and Career Technical Education

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Memorandum of Understanding with Saddleba Cosmetology Program	ck College for the
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) has an educational services agreement contracting with Santa Ana Beauty Academy located at 2231 N. Tustin, Santa Ana, within the Saddleback College district service area. Saddleback College has an educational services agreement contracting with Hair California Beauty School, located at 1110 North Tustin Avenue, Orange, within the SCC service area. This Memorandum of Understanding (MOU) permits both colleges to continue offering their cosmetology programs without interruption in their respective locations.

ANALYSIS

To mutually benefit students at both institutions, this MOU confirms that enrollment, recruitment, admissions, fees, articulation, advising, and record keeping will be the responsibility of the respective colleges. The MOU is valid March 10, 2014, through June 30, 2017, and does not have financial implications.

RECOMMENDATION

It is recommended that the Board of Trustees approve the MOU with Saddleback College in order to allow both Saddleback College and Santiago Canyon College to continue offering their Cosmetician, Esthetician, Barbering, and Skin Care courses through the respective contracted beauty schools.

Fiscal Impact: No financial impact Board Date: March 10						
Prepared by: Aracely Mora, Ed.D, Vice President, Academic At Corine Doughty, Dean, Business & Career Technic Kari Irwin, Director, Business & Career Technical	cal Education					
Submitted by: Juan A. Vázquez, President						
Recommended by: Raúl Rodríguez, Ph.D., Chancellor						

MEMORANDUM OF UNDERSTANDING

COSMETOLOGY TRAINING PROGRAM

SADDLEBACK COLLEGE SANTIAGO CANYON COLLEGE

This Memorandum of Understanding (MOU) is made and entered into this <u>10th</u> day of <u>March</u>, 2014, by and between Rancho Santiago Community College District (RSCCD) on behalf of Santiago Canyon College (SCC) and the South Orange County Community College District (SOCCCD) on behalf of Saddleback College (Saddleback).

This MOU summarizes an agreement between SCC and Saddleback to permit both colleges to continue offering their cosmetology programs without interruption in their respective locations.

We are entering into this agreement to serve students and to mutually benefit our institutions. The following understandings will guide this effort, until modified or amended.

1. Purpose and Goal

Through this MOU, SCC will permit Saddleback to offer credit cosmetology courses through an Educational Services Agreement with Hair California Beauty Academy (Hair California), 1110 North Tustin Avenue, Orange, CA. This includes cosmetology (1600 hours), esthetician (600 hours), barbering (1500 hours), and manicuring (400 hours). Should Hair California relocate within the South Orange County Community College District's service area this agreement will still be applicable.

In addition, Saddleback will permit SCC to offer credit cosmetology courses through an Educational Services Agreement with Santa Ana Beauty Academy (SABA), 2231 N. Tustin, Santa Ana, CA. This includes cosmetology (1600 hours), esthetician (600 hours), barbering (1500 hours), and manicuring (400 hours). Should SABA relocate within the RSCCD's service area, the agreement will still be applicable.

The goal of this partnership is to expand student access to cosmetology training in Orange County.

2. Recruitment and Admissions

- A. Recruitment of cosmetology program students will be the responsibility of each individual college and beauty school.
- B. Students will be admitted to SCC and Saddleback cosmetology programs using requirements that apply to all students seeking admission to the respective college.
- C. Students will be permitted to enroll in SCC and Saddleback cosmetology courses on an "open-entry, open-exit" basis at time intervals determined by each college in accordance with the individual Educational Services Agreements of each college.

3. Enrollment and Instructional Fees

A. Instructional fees will be assessed through the normal fee structure set by each individual college in accordance with its own policies.

SCC14-005

- B. Enrollment fees will be assessed at resident or non-resident rates depending upon the residency classification of the student.
- C. Withdrawals and refunds will be handled by the college offering the course(s) in accordance with its own policies.

4. Program Articulation and Advising

- A. Management of the Saddleback Cosmetology courses at Hair California will be handled by Saddleback.
- B. Management of the SCC Cosmetology courses at SABA will be handled by SCC.
- C. Academic and career advising of students in the cosmetology courses will be the responsibility of each respective college.
- D. Issues relating to cosmetology course content, method of instruction, or other curricular matters will be resolved by the respective college.

5. Registration and Student Records

A. SCC and Saddleback will be responsible for maintaining their own student records for cosmetology students.

6. Terms and Termination

- A. This agreement shall not create any rights in any third parties, specifically any students participating in the SCC or Saddleback Cosmetology programs. The only parties to this agreement are Santiago Canyon College (RSCCD) and Saddleback College (SOCCCD).
- B. Amendments to this agreement must be in writing and approved by the designated representative of each college.
- C. Either party may terminate this agreement without cause by giving written notice to the designated representative at least 30 days prior to the commencement of a new academic term.
- D. This agreement is valid March 10, 2014 and expires June 30, 2017. In the event both parties would like to renew the MOU, an extension may be created.

7. Signatures

Tod Burnett, President Saddleback College Juan Vázquez, President Santiago Canyon College

Date

Date

Debra Fitzsimmons, Vice Chancellor, Administrative and Business Services, SOCCCD Peter J. Hardash, Vice Chancellor Business Operations & Fiscal Services, RSCCD

Date

Date

SCC14-005

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

<u>No. 4.1</u> AP0020

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58705	General Fund Unrestricted	65.47	0.00	65.47	92*0376216	92*0376220
58708	General Fund Unrestricted	2,770.50	0.00	2,770.50	92*0376226	92*0376233
58710	General Fund Unrestricted	2,885.24	0.00	2,885.24	92*0376239	92*0376246
58711	General Fund Unrestricted	3,245.29	0.00	3,245.29	92*0376247	92*0376254
58713	General Fund Unrestricted	2,949.72	0.00	2,949.72	92*0376261	92*0376267
58719	General Fund Unrestricted	11.19	0.00	11.19	92*0376291	92*0376291
58721	General Fund Unrestricted	3,087.74	0.00	3,087.74	92*0376300	92*0376304
58724	General Fund Unrestricted	7,743.71	0.00	7,743.71	92*0376319	92*0376327
58729	General Fund Unrestricted	346.35	0.00	346.35	92*0376346	92*0376348
58731	General Fund Unrestricted	9,956.56	0.00	9,956.56	92*0376361	92*0376372
58732	General Fund Unrestricted	40.94	0.00	40.94	92*0376373	92*0376373
58734	General Fund Unrestricted	2,790.46	0.00	2,790.46	92*0376378	92*0376385
58736	General Fund Unrestricted	17,230.79	0.00	17,230.79	92*0376391	92*0376394
58737	General Fund Unrestricted	829.75	0.00	829.75	92*0376400	92*0376403
58738	General Fund Unrestricted	5,332.50	0.00	5,332.50	92*0376405	92*0376413
58741	General Fund Unrestricted	2,932.50	0.00	2,932.50	92*0376424	92*0376433
58742	General Fund Unrestricted	2,901.81	0.00	2,901.81	92*0376434	92*0376440
58743	General Fund Unrestricted	1,850.09	0.00	1,850.09	92*0376441	92*0376448
58744	General Fund Unrestricted	149.90	0.00	149.90	92*0376449	92*0376453
58745	General Fund Unrestricted	2,696.41	0.00	2,696.41	92*0376458	92*0376462
58746	General Fund Unrestricted	4,623.48	0.00	4,623.48	92*0376463	92*0376465
58748	General Fund Unrestricted	2,394.89	0.00	2,394.89	92*0376469	92*0376471
58750	General Fund Unrestricted	3,220.50	0.00	3,220.50	92*0376479	92*0376488
58751	General Fund Unrestricted	1,274.70	0.00	1,274.70	92*0376489	92*0376498
58752	General Fund Unrestricted	1,912.00	0.00	1,912.00	92*0376499	92*0376508
58753	General Fund Unrestricted	3,115.50	0.00	3,115.50	92*0376509	92*0376518
58754	General Fund Unrestricted	1,925.50	0.00	1,925.50	92*0376519	92*0376528
58755	General Fund Unrestricted	2,215.00	0.00	2,215.00	92*0376529	92*0376538
58756	General Fund Unrestricted	3,076.00	0.00	3,076.00	92*0376539	92*0376548
58757	General Fund Unrestricted	2,927.00	0.00	2,927.00	92*0376549	92*0376561
58760	General Fund Unrestricted	586.37	0.00	586.37	92*0376567	92*0376573
58763	General Fund Unrestricted	2,377.08	0.00	2,377.08	92*0376590	92*0376591
58765	General Fund Unrestricted	24,368.76	0.00	24,368.76	92*0376595	92*0376596
58766	General Fund Unrestricted	1,128.16	0.00	1,128.16	92*0376597	92*0376598
58772	General Fund Unrestricted	2,450.00	0.00	2,450.00	92*0376624	92*0376630
58773	General Fund Unrestricted	951.42	0.00	951.42	92*0376635	92*0376637
58774	General Fund Unrestricted	2,749.30	0.00	2,749.30	92*0376638	92*0376647
58775	General Fund Unrestricted	2,638.50	0.00	2,638.50	92*0376648	92*0376657
58776	General Fund Unrestricted	2,236.00	0.00	2,236.00	92*0376658	92*0376667
58777	General Fund Unrestricted	1,536.70	0.00	1,536.70	92*0376668	92*0376677
58778	General Fund Unrestricted	2,755.50	0.00	2,755.50	92*0376678	92*0376690

4.1 (1)

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58782	General Fund Unrestricted	2,717.49	0.00	2,717.49	92*0376703	92*0376707
58783	General Fund Unrestricted	337.33	0.00	337.33	92*0376708	92*0376710
58785	General Fund Unrestricted	6,913.63	0.00	6,913.63	92*0376719	92*0376725
58786	General Fund Unrestricted	12,869.74	0.00	12,869.74	92*0376726	92*0376731
58788	General Fund Unrestricted	4,373.58	0.00	4,373.58	92*0376737	92*0376740
58791	General Fund Unrestricted	3,001.50	0.00	3,001.50	92*0376749	92*0376758
58792	General Fund Unrestricted	2,831.70	0.00	2,831.70	92*0376759	92*0376768
58793	General Fund Unrestricted	2,766.40	0.00	2,766.40	92*0376769	92*0376778
58794	General Fund Unrestricted	3,270.70	0.00	3,270.70	92*0376779	92*0376793
58797	General Fund Unrestricted	9,210.00	0.00	9,210.00	92*0376808	92*0376809
58798	General Fund Unrestricted	294.91	0.00	294.91	92*0376810	92*0376810
58804	General Fund Unrestricted	719.85	0.00	719.85	92*0376841	92*0376846
58805	General Fund Unrestricted	14,044.12	0.00	14,044.12	92*0376849	92*0376851
58806	General Fund Unrestricted	3,135.75	0.00	3,135.75	92*0376855	92*0376859
58807	General Fund Unrestricted	2,527.57	0.00	2,527.57	92*0376864	92*0376868
58808	General Fund Unrestricted	7,287.56	0.00	7,287.56	92*0376870	92*0376873
58809	General Fund Unrestricted	3,033.87	0.00	3,033.87	92*0376876	92*0376882
58810	General Fund Unrestricted	3,616.33	0.00	3,616.33	92*0376883	92*0376890
58812	General Fund Unrestricted	842.62	0.00	842.62	92*0376898	92*0376900
58813	General Fund Unrestricted	4,785.42	0.00	4,785.42	92*0376906	92*0376909
58815	General Fund Unrestricted	100.00	0.00	100.00	92*0376917	92*0376917
58816	General Fund Unrestricted	2,516.00	0.00	2,516.00	92*0376920	92*0376929
58817	General Fund Unrestricted	4,736.00	0.00	4,736.00	92*0376930	92*0376946
58821	General Fund Unrestricted	2,330.14	0.00	2,330.14	92*0376956	92*0376963
58822	General Fund Unrestricted	3,366.69	0.00	3,366.69	92*0376964	92*0376971
58823	General Fund Unrestricted	2,292.32	0.00	2,292.32	92*0376972	92*0376979
58827	General Fund Unrestricted	643.06	0.00	643.06	92*0377000	92*0377000
58828	General Fund Unrestricted	46,689.73	0.00	46,689.73	92*0377004	92*0377007
58878	General Fund Unrestricted	1,818.50	0.00	1,818.50	92*0381290	92*0381299
58879	General Fund Unrestricted	1,863.50	0.00	1,863.50	92*0381300	92*0381309
58880	General Fund Unrestricted	2,498.50	0.00	2,498.50	92*0381310	92*0381322
58881	General Fund Unrestricted	337.26	0.00	337.26	92*0381326	92*0381329
58882	General Fund Unrestricted	648.98	0.00	648.98	92*0381331	92*0381336
58883	General Fund Unrestricted	14,627.63	0.00	14,627.63	92*0381340	92*0381343
58885	General Fund Unrestricted	3,174.23	0.00	3,174.23	92*0381345	92*0381352
58886	General Fund Unrestricted	5,127.63	0.00	5,127.63	92*0381353	92*0381359
58887	General Fund Unrestricted	140.00	0.00	140.00	92*0381361	92*0381361
58888	General Fund Unrestricted	157.50	0.00	157.50	92*0381368	92*0381368
58889	General Fund Unrestricted	2,863.03	0.00	2,863.03	92*0381375	92*0381381
58890	General Fund Unrestricted	15,690.21	0.00	15,690.21	92*0381383	92*0381385
58896	General Fund Unrestricted	7,851.12	0.00	7,851.12	92*0381834	92*0381835

Environment: Colleague

4.1 (2)

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58897	General Fund Unrestricted	12,416.25	0.00	12,416.25	92*0381838	92*0381840
58898	General Fund Unrestricted	28,515.64	0.00	28,515.64	92*0381841	92*0381846
58899	General Fund Unrestricted	2,914.47	0.00	2,914.47	92*0381847	92*0381854
58900	General Fund Unrestricted	4,310.74	0.00	4,310.74	92*0381855	92*0381859
58901	General Fund Unrestricted	728.38	0.00	728.38	92*0381861	92*0381865
58902	General Fund Unrestricted	1,510.01	0.00	1,510.01	92*0381868	92*0381877
58903	General Fund Unrestricted	613.96	0.00	613.96	92*0381878	92*0381882
58911	General Fund Unrestricted	824.50	0.00	824.50	92*0381907	92*0381998
58912	General Fund Unrestricted	573.50	0.00	573.50	92*0381999	92*0382037
Total Fund 1 ⁴	1 General Fund Unrestricted	\$400,738.83	\$0.00	\$400,738.83		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58705	General Fund Restricted	592.67	0.00	592.67	92*0376214	92*0376219
58706	General Fund Restricted	1,942.00	0.00	1,942.00	92*0376221	92*0376221
58709	General Fund Restricted	1,196.44	0.00	1,196.44	92*0376234	92*0376238
58712	General Fund Restricted	1,001.41	0.00	1,001.41	92*0376255	92*0376260
58718	General Fund Restricted	1,717.45	0.00	1,717.45	92*0376285	92*0376285
58719	General Fund Restricted	634.17	0.00	634.17	92*0376286	92*0376293
58720	General Fund Restricted	1,251.83	0.00	1,251.83	92*0376295	92*0376298
58722	General Fund Restricted	6,629.44	0.00	6,629.44	92*0376305	92*0376314
58723	General Fund Restricted	16,930.22	0.00	16,930.22	92*0376315	92*0376318
58725	General Fund Restricted	4,493.32	0.00	4,493.32	92*0376328	92*0376329
58729	General Fund Restricted	1,324.99	0.00	1,324.99	92*0376343	92*0376349
58730	General Fund Restricted	10,420.43	0.00	10,420.43	92*0376351	92*0376360
58733	General Fund Restricted	88,120.62	0.00	88,120.62	92*0376375	92*0376377
58735	General Fund Restricted	12,732.14	0.00	12,732.14	92*0376386	92*0376390
58737	General Fund Restricted	1,464.83	0.00	1,464.83	92*0376395	92*0376404
58743	General Fund Restricted	448.74	0.00	448.74	92*0376444	92*0376444
58744	General Fund Restricted	1,413.00	0.00	1,413.00	92*0376450	92*0376454
58745	General Fund Restricted	1,203.60	0.00	1,203.60	92*0376455	92*0376461
58746	General Fund Restricted	2,490.00	0.00	2,490.00	92*0376466	92*0376466
58747	General Fund Restricted	7,389.89	0.00	7,389.89	92*0376467	92*0376467
58748	General Fund Restricted	2,530.99	0.00	2,530.99	92*0376472	92*0376474
58749	General Fund Restricted	3,723.16	0.00	3,723.16	92*0376477	92*0376478
58760	General Fund Restricted	376.08	0.00	376.08	92*0376568	92*0376574
58761	General Fund Restricted	1,579.94	0.00	1,579.94	92*0376575	92*0376580
58762	General Fund Restricted	1,867.04	0.00	1,867.04	92*0376581	92*0376585
58763	General Fund Restricted	4,596.20	0.00	4,596.20	92*0376586	92*0376589
58766	General Fund Restricted	1,994.39	0.00	1,994.39	92*0376599	92*0376602
58767	General Fund Restricted	1,805.92	0.00	1,805.92	92*0376603	92*0376606
58771	General Fund Restricted	2,601.25	0.00	2,601.25	92*0376615	92*0376623
58773	General Fund Restricted	3,455.54	0.00	3,455.54	92*0376631	92*0376634
58782	General Fund Restricted	1,400.00	0.00	1,400.00	92*0376699	92*0376702
58783	General Fund Restricted	706.74	0.00	706.74	92*0376709	92*0376713
58785	General Fund Restricted	10,180.53	0.00	10,180.53	92*0376718	92*0376722
58786	General Fund Restricted	641.48	0.00	641.48	92*0376727	92*0376734
58787	General Fund Restricted	11,524.06	0.00	11,524.06	92*0376736	92*0376736
58795	General Fund Restricted	567.32	0.00	567.32	92*0376794	92*0376803
58798	General Fund Restricted	1,956.65	0.00	1,956.65	92*0376811	92*0376813
58803	General Fund Restricted	2,475.51	0.00	2,475.51	92*0376832	92*0376840
58804	General Fund Restricted	429.29	0.00	429.29	92*0376842	92*0376847
58805	General Fund Restricted	19,736.07	0.00	19,736.07	92*0376848	92*0376854
58806	General Fund Restricted	1,189.85	0.00	1,189.85	92*0376857	92*0376860

Environment: Colleague

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58807	General Fund Restricted	4,262.72	0.00	4,262.72	92*0376861	92*0376863
58808	General Fund Restricted	6,570.81	0.00	6,570.81	92*0376872	92*0376874
58809	General Fund Restricted	292.75	0.00	292.75	92*0376875	92*0376875
58811	General Fund Restricted	10,417.32	0.00	10,417.32	92*0376892	92*0376892
58812	General Fund Restricted	3,407.67	0.00	3,407.67	92*0376896	92*0376902
58813	General Fund Restricted	1,654.17	0.00	1,654.17	92*0376903	92*0376905
58814	General Fund Restricted	5,251.52	0.00	5,251.52	92*0376910	92*0376914
58815	General Fund Restricted	549.00	0.00	549.00	92*0376915	92*0376919
58824	General Fund Restricted	920.48	0.00	920.48	92*0376980	92*0376987
58825	General Fund Restricted	1,374.90	0.00	1,374.90	92*0376990	92*0376994
58826	General Fund Restricted	308.00	0.00	308.00	92*0376996	92*0376998
58827	General Fund Restricted	1,263.70	0.00	1,263.70	92*0376999	92*0376999
58828	General Fund Restricted	35,000.00	0.00	35,000.00	92*0377006	92*0377006
58881	General Fund Restricted	952.80	0.00	952.80	92*0381323	92*0381327
58882	General Fund Restricted	1,556.80	0.00	1,556.80	92*0381330	92*0381335
58883	General Fund Restricted	13,748.68	0.00	13,748.68	92*0381337	92*0381342
58886	General Fund Restricted	5,862.12	0.00	5,862.12	92*0381354	92*0381358
58887	General Fund Restricted	4,159.46	0.00	4,159.46	92*0381360	92*0381367
58888	General Fund Restricted	1,161.29	0.00	1,161.29	92*0381369	92*0381374
58889	General Fund Restricted	745.17	0.00	745.17	92*0381379	92*0381379
58890	General Fund Restricted	38,946.37	0.00	38,946.37	92*0381382	92*0381386
58896	General Fund Restricted	4,737.00	0.00	4,737.00	92*0381830	92*0381833
58897	General Fund Restricted	9,441.76	0.00	9,441.76	92*0381836	92*0381837
58898	General Fund Restricted	9,494.44	0.00	9,494.44	92*0381842	92*0381843
58900	General Fund Restricted	6,003.68	0.00	6,003.68	92*0381856	92*0381860
58901	General Fund Restricted	2,289.81	0.00	2,289.81	92*0381862	92*0381867
58902	General Fund Restricted	2,445.15	0.00	2,445.15	92*0381873	92*0381876
58903	General Fund Restricted	1,701.18	0.00	1,701.18	92*0381880	92*0381884
Total Fund 12	2 General Fund Restricted	\$413,253.95	\$0.00	\$413,253.95		

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58706	GF Unrestricted One-Time Func	9,932.17	0.00	9,932.17	92*0376222	92*0376223
58707	GF Unrestricted One-Time Func	334,910.27	0.00	334,910.27	92*0376224	92*0376225
58714	GF Unrestricted One-Time Func	5,184.56	0.00	5,184.56	92*0376268	92*0376275
58720	GF Unrestricted One-Time Func	47,908.28	0.00	47,908.28	92*0376294	92*0376299
58729	GF Unrestricted One-Time Func	542.82	0.00	542.82	92*0376347	92*0376350
58732	GF Unrestricted One-Time Func	10,789.81	0.00	10,789.81	92*0376374	92*0376374
58747	GF Unrestricted One-Time Func	12,657.10	0.00	12,657.10	92*0376468	92*0376468
58749	GF Unrestricted One-Time Func	382.01	0.00	382.01	92*0376475	92*0376476
58764	GF Unrestricted One-Time Func	76,434.02	0.00	76,434.02	92*0376592	92*0376594
58784	GF Unrestricted One-Time Func	1,680.86	0.00	1,680.86	92*0376714	92*0376717
58787	GF Unrestricted One-Time Func	18,105.15	0.00	18,105.15	92*0376735	92*0376735
58796	GF Unrestricted One-Time Func	27,849.22	0.00	27,849.22	92*0376804	92*0376807
58808	GF Unrestricted One-Time Func	5,767.20	0.00	5,767.20	92*0376869	92*0376869
58811	GF Unrestricted One-Time Func	18,667.87	0.00	18,667.87	92*0376891	92*0376895
58825	GF Unrestricted One-Time Func	242.49	0.00	242.49	92*0376988	92*0376989
58826	GF Unrestricted One-Time Func	541.59	0.00	541.59	92*0376995	92*0376995
58827	GF Unrestricted One-Time Func	3,443.83	0.00	3,443.83	92*0377001	92*0377002
58828	GF Unrestricted One-Time Func	27,121.95	0.00	27,121.95	92*0377003	92*0377003
58884	GF Unrestricted One-Time Func	40,729.75	0.00	40,729.75	92*0381344	92*0381344
58904	GF Unrestricted One-Time Fund	40,307.33	0.00	40,307.33	92*0381885	92*0381889

Total Fund 13 GF Unrestricted One-Time

\$683,198.28

<u>\$683,198.28</u>

\$0.00

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58715	Child Development Fund	599.23	0.00	599.23	92*0376276	92*0376281
58726	Child Development Fund	3,278.20	0.00	3,278.20	92*0376330	92*0376333
58739	Child Development Fund	5,635.08	0.00	5,635.08	92*0376414	92*0376422
58758	Child Development Fund	1,300.82	0.00	1,300.82	92*0376562	92*0376564
58768	Child Development Fund	1,713.94	0.00	1,713.94	92*0376607	92*0376610
58789	Child Development Fund	7,287.84	0.00	7,287.84	92*0376741	92*0376747
58799	Child Development Fund	1,044.70	0.00	1,044.70	92*0376814	92*0376823
58818	Child Development Fund	1,048.44	0.00	1,048.44	92*0376947	92*0376952
58829	Child Development Fund	1,509.47	0.00	1,509.47	92*0377008	92*0377012
58830	Child Development Fund	27,988.96	0.00	27,988.96	92*0377013	92*0377013
58831	Child Development Fund	16,930.06	0.00	16,930.06	92*0377014	92*0377019
58905	Child Development Fund	4,443.61	0.00	4,443.61	92*0381890	92*0381896
58906	Child Development Fund	3,369.70	0.00	3,369.70	92*0381897	92*0381898
Total Fund 3	3 Child Development Fund	\$76,150.05	\$0.00	\$76,150.05		

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58717	Capital Outlay Projects Fund	15,764.38	0.00	15,764.38	92*0376284	92*0376284
58728	Capital Outlay Projects Fund	135,210.95	0.00	135,210.95	92*0376340	92*0376342
58780	Capital Outlay Projects Fund	18,245.00	0.00	18,245.00	92*0376696	92*0376696
58781	Capital Outlay Projects Fund	25,437.80	0.00	25,437.80	92*0376697	92*0376698
58801	Capital Outlay Projects Fund	4,632.38	0.00	4,632.38	92*0376828	92*0376829
58819	Capital Outlay Projects Fund	1,200.00	0.00	1,200.00	92*0376953	92*0376953
58834	Capital Outlay Projects Fund	29,426.65	0.00	29,426.65	92*0377028	92*0377030
58908	Capital Outlay Projects Fund	9,189.04	0.00	9,189.04	92*0381901	92*0381902
Total Fund 4	- 1 Capital Outlay Projects Fu	\$239,106.20	\$0.00	\$239,106.20		

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58716	Bond Fund, Measure E	391,299.18	0.00	391,299.18	92*0376282	92*0376283
58727	Bond Fund, Measure E	42,910.08	0.00	42,910.08	92*0376334	92*0376339
58769	Bond Fund, Measure E	166,605.41	0.00	166,605.41	92*0376611	92*0376613
58779	Bond Fund, Measure E	23,997.76	0.00	23,997.76	92*0376691	92*0376695
58790	Bond Fund, Measure E	2,579.65	0.00	2,579.65	92*0376748	92*0376748
58800	Bond Fund, Measure E	19,647.18	0.00	19,647.18	92*0376824	92*0376827
58832	Bond Fund, Measure E	25,649.36	0.00	25,649.36	92*0377020	92*0377024
58833	Bond Fund, Measure E	51,844.06	0.00	51,844.06	92*0377025	92*0377027
58907	Bond Fund, Measure E	82,594.12	0.00	82,594.12	92*0381899	92*0381900
Total Fund 4	2 Bond Fund, Measure E	\$807,126.80	\$0.00	\$807,126.80		

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58740	Property and Liability Fund	345.00	0.00	345.00	92*0376423	92*0376423
58759	Property and Liability Fund	9,042.75	0.00	9,042.75	92*0376565	92*0376566
58770	Property and Liability Fund	60.00	0.00	60.00	92*0376614	92*0376614
58910	Property and Liability Fund	2,598.34	0.00	2,598.34	92*0381904	92*0381906
Total Fund 6	1 Property and Liability Fund	\$12,046.09	\$0.00	\$12,046.09		

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58820	Workers' Compensation Fund	449.49	0.00	449.49	92*0376954	92*0376955
58909	Workers' Compensation Fund	175.95	0.00	175.95	92*0381903	92*0381903
Total Fund 62 Workers' Compensation Fu		\$625.44	\$0.00	\$625.44		

Rancho Santiago Comm Coll District Bank Code: 92 District Funds		Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/05/14 Thru 02/25/14				AP0020 Page: 12
58802	Student Financial Aid Fund	211.53	0.00	211.53	92*0376830	92*0376831
Total Fund	74 Student Financial Aid Fund	\$211.53	\$0.00	\$211.53		

SUMMARY

Total Fund 11 General Fund Unrestricted	400,738.83
Total Fund 12 General Fund Restricted	413,253.95
Total Fund 13 GF Unrestricted One-Time Fund	683,198.28
Total Fund 33 Child Development Fund	76,150.05
Total Fund 41 Capital Outlay Projects Fund	239,106.20
Total Fund 42 Bond Fund, Measure E	807,126.80
Total Fund 61 Property and Liability Fund	12,046.09
Total Fund 62 Workers' Compensation Fund	625.44
Total Fund 74 Student Financial Aid Fund	211.53
Grand Total:	\$2,632,457.17

Bank Code: 31, 71, 72, 76, 79, 81

Board Meeting of 03/10/14

Check Registers Submitted for Approval Checks Written for Period 02/01/14 Thru 02/21/14

AP0025

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311402208	Bookstore Fund	481,679.27	5,455.22	476,224.05	31*0104010	31*0104049
311402315	Bookstore Fund	666,792.20	343,321.28	323,470.92	31*0104050	31*0104121
311402421	Bookstore Fund	17,562.35	0.00	17,562.35	31*0104122	31*0104122
Total Fund 31 Bookstore Fund		\$1,166,033.82	\$348,776.50	\$817,257.32		

Rancho Santiago Comm Coll District Bank Code: 31, 71, 72, 76, 79, 81		E	Board Meeting of 03/10/14				
		Check F	Page: 2				
		Checks Written for Period 02/01/14 Thru 02/21/14					
Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
711402315	Associated Students Fund	1,191.05	0.00	1,191.05	71*0007075	71*0007077	
Total Fund 71 Associated Students Fund		\$1,191.05	\$0.00	\$1,191.05			

Board Meeting of 03/10/14

Bank Code: 31, 71, 72, 76, 79, 81

Check Registers Submitted for Approval Checks Written for Period 02/01/14 Thru 02/21/14

AP0025

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761402208	Community Education Fund	10,655.84	0.00	10,655.84	76*0006431	76*0006434
761402315	Community Education Fund	5,309.92	0.00	5,309.92	76*0006435	76*0006443
Total Fund 76	Community Education Fund	\$15,965.76	\$0.00	\$15,965.76		

Board Meeting of 03/10/14

Bank Code: 31, 71, 72, 76, 79, 81

Check Registers Submitted for Approval Checks Written for Period 02/01/14 Thru 02/21/14

AP0025

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791402208	Diversified Trust Fund	30,553.78	0.00	30,553.78	79*0018322	79*0018340
791402315	Diversified Trust Fund	5,545.18	0.00	5,545.18	79*0018341	79*0018361
791402421	Diversified Trust Fund	703.80	0.00	703.80	79*0018362	79*0018363
Total Fund 79	Diversified Trust Fund	\$36,802.76	\$0.00	\$36,802.76		

Bank Code: 31, 71, 72, 76, 79, 81

Board Meeting of 03/10/14

Check Registers Submitted for Approval Checks Written for Period 02/01/14 Thru 02/21/14

AP0025

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811402208	Diversified Agency Fund	15,809.64	0.00	15,809.64	81*0044184	81*0044199
811402315	Diversified Agency Fund	9,372.99	0.00	9,372.99	81*0044200	81*0044221
811402421	Diversified Agency Fund	15,508.50	0.00	15,508.50	81*0044222	81*0044226
Total Fund 81	Diversified Agency Fund	\$40,691.13	\$0.00	\$40,691.13		

Bank Code: 31, 71, 72, 76, 79, 81

Board Meeting of 03/10/14 Check Registers Submitted for Approval Checks Written for Period 02/01/14 Thru 02/21/14 AP0025

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SUMMARY

Total Fund 31 Bookstore Fund	817,257.32
Total Fund 71 Associated Students Fund	1,191.05
Total Fund 76 Community Education Fund	15,965.76
Total Fund 79 Diversified Trust Fund	36,802.76
Total Fund 81 Diversified Agency Fund	40,691.13
Grand Total:	\$911,908.02

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	То
Fund 11: General Fund Unrestricted		
1000 ACADEMIC SALARIES	6,738	
2000 CLASSIFIED SALARIES		34,545
3000 EMPLOYEE BENEFITS	109,041	
4000 SUPPLIES & MATERIALS		10,280
5000 OTHER OPERATING EXP & SEF	RVICES	65,622
6000 CAPITAL OUTLAY		5,332
Total Transfer Fund 11	\$115,779	\$115,779
Fund 12: General Fund Restricted		
1000 ACADEMIC SALARIES		8,265
2000 CLASSIFIED SALARIES		228
3000 EMPLOYEE BENEFITS	6,834	
4000 SUPPLIES & MATERIALS		27,288
5000 OTHER OPERATING EXP & SEF	200,085 200,085	
6000 CAPITAL OUTLAY	200,000	189,379
7000 OTHER OUTGO		40,133
7900 RESERVE FOR CONTINGENCIE	S 58,374	40,100
Total Transfer Fund 12	\$265,293	\$265,293
	+;	<i>,</i> ,
Fund 13: GF Unrestricted One-Time Funds		05.044
2000 CLASSIFIED SALARIES		25,211
3000 EMPLOYEE BENEFITS		20,146
4000 SUPPLIES & MATERIALS		6,545
5000 OTHER OPERATING EXP & SEF		198,098
7900 RESERVE FOR CONTINGENCIE		·
Total Transfer Fund 13	\$250,000	\$250,000
Fund 33: Child Development Fund		
1000 ACADEMIC SALARIES	87	
4000 SUPPLIES & MATERIALS		1,563
5000 OTHER OPERATING EXP & SEF	RVICES	237
6000 CAPITAL OUTLAY	1,713	
Total Transfer Fund 33	\$1,800	\$1,800
Fund 41: Capital Outlay Projects Fund		
6000 CAPITAL OUTLAY		1,000
	S 1,000	1,000
Total Transfer Fund 41	\$1,000	\$1,000
Fund 62: Workers' Compensation Fund		
7000 OTHER OUTGO		94,565
7900 RESERVE FOR CONTINGENCIE		
Total Transfer Fund 62	\$94,565	\$94,565
	Devenue	Annensiation
BUDGET INCREASES AND DECREASES	Revenue	Appropriation

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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: Gene	ral Fund Restricted		
8600	STATE REVENUES	(5,000)	
8800	LOCAL REVENUES	7,089	
1000	ACADEMIC SALARIES		(32,546)
2000	CLASSIFIED SALARIES		3,804
3000	EMPLOYEE BENEFITS		(641)
4000	SUPPLIES & MATERIALS		(2,894)
5000	OTHER OPERATING EXP & SERVICES		18,055
6000	CAPITAL OUTLAY		21,311
7000	OTHER OUTGO		(5,000)
Total Transfer	Fund 12	\$2,089	\$2,089
<u>Fund 13: GF U</u>	nrestricted One-Time Funds		
8900	OTHER FINANCING SOURCES	94,565	
7000	OTHER OUTGO		94,565
Total Transfer	Fund 13	\$94,565	\$94,565
Fund 74: Stude	ent Financial Aid Fund		
8100	FEDERAL REVENUES	19,306	
7000	OTHER OUTGO		19,306
Total Transfer	Fund 74	\$19,306	\$19,306

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.

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 TRAN	SFERS	From	Тс
Fund 11: Gener	al Fund Unrestricted		
B012927	01/10/14		
2000	CLASSIFIED SALARIES	58,000	
4000	SUPPLIES & MATERIALS		11,000
5000	OTHER OPERATING EXP & SERVICES		47,000
Total Refere		\$58,000	\$58,000
Reason:	Adjustment		
Description:	Distr Odum remaining salary		
B012988	01/28/14		
2000	CLASSIFIED SALARIES		90,923
3000	EMPLOYEE BENEFITS	90,923	
Total Refere		\$90,923	\$90,923
Reason:			
Description:	SAC reorg#809 Dir Spec Prg		
	al Fund Restricted		
B012912	01/07/14		
4000	SUPPLIES & MATERIALS		4,759
5000	OTHER OPERATING EXP & SERVICES	65,000	
6000	CAPITAL OUTLAY		60,241
Total Referen		\$65,000	\$65,000
Reason: Description:	Special Project Adjustment SP2354 SAC instruct equip		
B012914	01/07/14		
5000	OTHER OPERATING EXP & SERVICES	53,987	
6000	CAPITAL OUTLAY		53,987
Total Refere	nce B012914	\$53,987	\$53,987
Reason:	Special Project Adjustment		
Description:	SP2354 SAC Acad Comp Ctr		
B012939	01/14/14		
1000	ACADEMIC SALARIES		1,529
2000	CLASSIFIED SALARIES		1,431
3000	EMPLOYEE BENEFITS	9,655	
4000	SUPPLIES & MATERIALS		14,000
5000	OTHER OPERATING EXP & SERVICES	42,305	
7000	OTHER OUTGO		35,000
Total Referen		\$51,960	\$51,960
Reason:	Special Project Adjustment		
Description:	SP1516 GEAR UP IV yr5		
B012941	01/14/14		
5000	OTHER OPERATING EXP & SERVICES		7,000
7900	RESERVE FOR CONTINGENCIES	7,000	
Total Referen	nce B012941	\$7,000	\$7,000
Reason:	Special Project Adjustment		
Description:	SP3610 SCC parking safety		

BUDGET TRANSFERS		From	То
B012950	01/15/14		
4000	SUPPLIES & MATERIALS		500
7900	RESERVE FOR CONTINGENCIES	500	
Total Referen	ce B012950	\$500	\$500
Reason: Description:	Special Project Adjustment SP3610 DO Safety prkg equip		
B012964	01/22/14		
6000	CAPITAL OUTLAY		11,685
7900	RESERVE FOR CONTINGENCIES	11,685	
Total Referen	ce B012964	\$11,685	\$11,685
Reason:	Special Project Adjustment		
Description:	SP3610 Safety vehicle laptops		
B012976	01/23/14		
6000	CAPITAL OUTLAY		180
7900	RESERVE FOR CONTINGENCIES	180	
Total Referen	ce B012976	\$180	\$180
Reason:	Special Project Adjustment	•	• • •
Description:	Corr B012964 #3610 Safety amt		
B012987	01/28/14		
6000	CAPITAL OUTLAY		26,704
7900	RESERVE FOR CONTINGENCIES	26,704	,
Total Referen	ce B012987	\$26,704	\$26,704
Reason:	Special Project Adjustment		
Description:	SP3610 SCC SS/Prkg Prius		
B012990	01/28/14		
5000	OTHER OPERATING EXP & SERVICES	25,970	
6000	CAPITAL OUTLAY		25,970
Total Referen	ce B012990	\$25,970	\$25,970
Reason:	Special Project Adjustment		
Description:	SP1830 SAC engnr lab equip		
B013013	01/31/14		
6000	CAPITAL OUTLAY		12,305
7900	RESERVE FOR CONTINGENCIES	12,305	
Total Referen	ce B013013	\$12,305	\$12,305
Reason:	Special Project Adjustment		·
Description:	SP3610 Safety citation/sftwr		
Fund 13: GF Un	restricted One-Time Funds		
B012929	01/10/14		
5000	OTHER OPERATING EXP & SERVICES		250,000
7900	RESERVE FOR CONTINGENCIES	250,000	-
Total Referen	ce B012929	\$250,000	\$250,000
Reason:	Adjustment		
Description	Allog add'l logal avna		

Description: Alloc add'l legal exps

BUDGET TRANS	FERS	From	То
B012962	01/21/14		
2000	CLASSIFIED SALARIES		25,000
3000	EMPLOYEE BENEFITS		20,146
5000	OTHER OPERATING EXP & SERVICES	45,146	
Total Reference	ce B012962	\$45,146	\$45,146
Reason:	Special Project Adjustment	, , , -	· · / ·
Description:	SP3230 SCC B&CTE reorg#833		
-	Outlay Projects Fund		
B012901	01/06/14		
6000	CAPITAL OUTLAY		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
Total Reference	ce B012901	\$1,000	\$1,000
Reason:	Special Project Adjustment		
Description:	SP3580 SCC site improvemnt wrk		
Fund 62: Worker	rs' Compensation Fund		
B012943	01/14/14		
7000	OTHER OUTGO		94,565
7900	RESERVE FOR CONTINGENCIES	94,565	34,000
Total Referen		\$94,565	\$94,565
Reason:	Adjustment	494,000	φ 9 4,303
Description:	CAMP Restitu trsf out to FD13		
Description.			
	ASES AND DECREASES	Revenue	Appropriation
Fund 12: Genera	I Fund Restricted		
B012892	01/02/14		
8100	FEDERAL REVENUES	(111,159)	
1000	ACADEMIC SALARIES		(31,404)
3000	EMPLOYEE BENEFITS		(3,883)
4000	SUPPLIES & MATERIALS		(11,005)
5000	OTHER OPERATING EXP & SERVICES		(800)
6000	CAPITAL OUTLAY		(64,067)
Total Reference	ce B012892	\$(111,159)	\$(111,159)
Reason:	Delete Budget		
Description:	DELB1850 Perkins IV IC SCC		
B012897	01/02/14		
8100	FEDERAL REVENUES	85,378	
1000	ACADEMIC SALARIES		499
3000	EMPLOYEE BENEFITS		(499)
6000	CAPITAL OUTLAY		85,378
Total Reference	ce B012897	\$85,378	\$85,378
Reason:	Special Project Adjustment		
Description:	SP1808-1834 Perkins IV IC SCC		
Fund 13: GF Uni	restricted One-Time Funds		
B012942	01/14/14		
8900	OTHER FINANCING SOURCES	94,565	
7000	OTHER OUTGO		94,565
Total Reference	ce B012942	\$94,565	\$94,565
Reason:	Special Project Adjustment	·	
Description:	SP1209 CAMP Restitutn FD13		
Fund 74: Studen	t Financial Aid Fund	4.2 (5)	

Printed: 2/18/2014 11:48:50AM

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B013125	01/28/14		
8100	FEDERAL REVENUES	25,967	
7000	OTHER OUTGO		25,967
Total Refere	ence B013125	\$25,967	\$25,967
Reason:	Special Project Adjustment		

Description: Corr FSEOG SAC PY per FISAP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS From 01/01/2014 To 01/31/2014 Board Meeting on 03/10/2014

BACKGROUND

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

ANALYSIS

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

INTERFUND TRANSFERS

<u>Date</u>	<u>JE#</u>	Description	<u>Amount</u>
01/13/14	J026424	Interfund transfer out for CAMP Restitution from Self Insurance Fund 62 to Unrestricted One-Time GF 13	94,565.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of the Conflict of Interest Code	
Action:	Request for Approval	

BACKGROUND

As per Title 2 California Code of Regulations, section 18730, as promulgated by the California Fair Political Practices Commission, the district has a conflict of interest code that is approved by the Orange County Board of Supervisors. The Orange County Board of Supervisors is the "code reviewing body" for agencies pursuant to Government Code section 87303. Government Code section 87306 requires a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302. Any changes that will be recommended to the Board of Supervisors must be approved by the Board of Trustees. The last review was on August 20, 2012.

ANALYSIS

The biennial review process allows the district to update changes to the designated persons (positions) list for disclosure purposes. Attached is the recommended list of designated persons. Highlighted, italicized and bold, are the changed positions. Once approved by the Board of Trustees, the recommended list will be submitted to the Orange County Board of Supervisors for approval. The Statement of Economic Interest Form 700 will be distributed to and collected from the designated filers by the annual April 1st deadline.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Appendix A-1 of the Conflict of Interest Code as presented.

Fiscal Impact:	None Board Date: March 10, 2014
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

Rancho Santiago Community College District Conflict of Interest Code

APPENDIX "A-1"

DESIGNATED PERSONS FOR DISCLOSURE PURPOSES

- 1. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in categories 1-4 of Appendix "A-2".
 - a. Members of the Board of Trustees
 - b. Chancellor
 - c. Executive Vice Chancellor, Human Resources and Education Services
 - d. Vice Chancellor, Business Operations and Fiscal Services
 - e. Assistant Vice Chancellor
 - f. President
 - g. Vice President
 - h. Director, District Construction and Support Services
 - i. Director, Purchasing Services
- The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in categories 2 and 3 of Appendix "A-2".
 - a. Bookstore Coordinator
 - b. Bookstore Manager
 - c. Buyer
 - d. Construction Supervisor
 - e. Deputy Sector Navigator Small Business
 - f. Deputy Sector Navigator Global Trade & Logistics
 - g. Deputy Sector Navigator Retail/Hospitality/Tourism
 - h. **Deputy Sector Navigator Information Communications** Technology/Digital Media
 - i. Director, Academic Support
 - j. Director, Auxiliary Services
 - k. Director, College Advancement
 - I. Director, Communications and Publications
 - m. Director, Computer Programming
 - n. Director, Digital Media Čenter
 - o. Director, District Safety and Security
 - p. Director, Small Business Development Center
 - q. Director, Women's Business Center
 - r. Internal Auditor
 - s. Inventory, Delivery and Storage Supervisor
 - t. Manager, Fiscal Services
 - u. Risk Manager

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of TrusteesDate: March 10, 2014
Re:	Approval of Agreement with Glumac for Commissioning Consulting Services for
	HVAC Renovations at the District Operations Center
Action:	Request for Approval

BACKGROUND:

This is a new agreement for commissioning consulting services for the HVAC renovations project at the District Operations Center. The District is in need of an independent commissioning consultant to participate in design reviews, construction reviews and final commissioning to ensure the design-build systems are complete and functioning properly upon occupancy.

ANALYSIS:

A Request for Qualifications (RFQ) for whole building commissioning services was released on December 5, 2011 and 9 firms responded. A panel reviewed the proposals and 3 firms were interviewed on January 18, 2012. Proposals were evaluated for their experience with similar projects, completeness of the RFQ and cost proposal. Three firms were deemed pre-qualified for commissioning consulting services 3QC, Digital Energy, Inc., and Glumac.

A Request for Proposal (RFP) # 1314-29 for independent commissioning services was released to all prequalified firms on January 9, 2014 with a due date of January 24, 2014. The District received three responses to the RFP. A panel of two members conducted an interview with Glumac on February 7, 2014. It was determined by the panel that Glumac was suitable to perform the services for the project based on fee, applicable project experience and qualifications of the team members.

The services covered by this agreement shall commence March 11, 2014 and ends March 31, 2015. Hourly rates average \$170 per hour with the highest hourly rate being \$225 and the lowest \$125. The contract is a not to exceed fee of \$48,650.

This agreement is funded by Capital Facility Funds.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the contract with Glumac for Independent Commissioning Services HVAC Renovations at the District Operations Center.

Fiscal Impact:	\$48,650	Board Date: March 10, 2014	
Prepared by:	Carri Matsumoto, Assistant Vice C Construction and Support Services	rri Matsumoto, Assistant Vice Chancellor, Facility Planning, District nstruction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, H	J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/10/14

Project: HVAC Renovations

Site: District Operations Center

Consultant: Glumac

Type of Service: Commissioning

					Duration
Agreement Summary No).	Amount	Reimbursables	Start	End
Contract Amount	\$	48,650.00	\$-	3/11/2014	3/31/2015
Total Agreement Amount	\$	48,650.00			
	(No	t to exceed)			

DESCRIPTION:

Agreement to enter architectural engineering service regarding SAC parking lot 17 and Bristol Street Project.

Total Proposed Amount:	\$ 48,650.00
Contract End Date:	3/31/2015

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Cumming Corporation for Services for Santa Ana College Projects	Construction Management
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for construction management consulting services for Santa Ana College projects, including the Central Plant, Bristol and 17th Parking Lot, and various scheduled maintenance projects.

ANALYSIS:

A Request for Qualifications (RFQ) #1314-02 for construction management services was released on August 5, 2013 with a due date of August 22, 2013. Sixteen firms responded to the RFQ. A panel of 6 committee members reviewed the responses on September 16, 2013 and September 23, 2013. Eleven firms were interviewed on October 3, 2013 and October 4, 2013. Ten firms were deemed qualified for the short list.

A Request for Proposal (RFP) #1314-32 for construction management services was released to three of the pre-qualified firms on January 10, 2014 with a due date of January 7 2014. The District had subsequently extended the due date to January 31, 2014 to eight additional construction management firms on the prequalified list in anticipation of future construction project assignments for needed construction management services. The District received two responses to the RFP and interviewed both Linik Corporation and Cummings on January 24, 2014. The District is recommending Cumming Corporation as the construction manager for these projects based on applicable project experience and qualifications of team members.

Among the scope of services to be provided include but are not limited to assistance with preparation of construction contracts, schedule management, budget evaluation, evaluation of bids, managing change order requests, coordinate responses to requests for information by the contractor, coordination of other project consultants such as architect, contractor, DSA inspection, testing labs, manage project schedules and budgets and process and review all pay application requests by the contractor and other consultants. Additionally, the consultant shall act as a District authorized representative. At project closeout the construction management services will include assistance with review of punch list, review and acceptance of as-built documents, review and coordinate commissioning of building systems as needed, review of closeout documents and final project expenditures and budget reconciliation.

The services covered by this agreement shall commence March 10, 2014 and ends December 31, 2016. Hourly rates average \$145 per hour with the highest hourly rate being \$145. There are roughly 5,780 hours for the anticipated duration of these projects.

The contract is a not to exceed fee of \$1,169,100 (includes \$25,000 reimbursables).

This service agreement is funded by Measure Q and Capital Facilities.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the contract with Cumming Corporation for construction management services for Santa Ana College projects as presented.

Fiscal Impact:	\$1,169,100 (includes reimbursables)	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancello Construction and Support Services	or, Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	s Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/10/14

Project: Central Plant Project

Site: Santa Ana College

Consultant: Cumming Corporation

Type of Service: Construction Management Services

					Duration
Agreement Summary N	o. Amount	Rei	mbursables	Start	End
Contract Amount	\$1,144,100.00	\$	25,000.00	3/10/2014	12/31/2016
Total Agreement Amount	\$ 1,169,100.00 (Not to exceed)				

DESCRIPTION:

Agreement to enter into Construction Management Services for Tessman Planetarium, Parking Lot 11/Campus Improvements, Temporary Village and Dunlap Hall at Santa Ana College

Total Proposed Amount:	\$ 1,169,100.00
Contract End Date:	12/31/2016

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Donald Krotee Partnership and Bristol Street Project at Santa Ana College.	for the Parking Lot at 17 th
Action:	Request for Approval	

BACKGROUND:

On July 22, 2013, the Board previously approved the acquisition of property located at 1609-1631 North Bristol Street,1240 West 17th Street, and 1612 Louise Street, Santa Ana, California on the northwest corner of 17th and Bristol Streets in Santa Ana. The acquisition of the property allows Santa Ana College (SAC) to expand its parking. The development of this lot will help in providing additional parking as the campus is undertaking construction activities. This is a new agreement for architectural and engineering consulting services for the surface design of the parking lot on this property.

ANALYSIS:

The District released a Request for Qualifications (RFQ) #1314-03 and advertised it on August 16, 2013. Ninety-six firms were sent the RFQ. The deadline for response was due on September 5, 2013 and thirty-three firm responded. A panel of six committee members reviewed the RFQ responses on 3 occasions and by consensus qualified 15 firms for a shortlist.

A Request for Proposal (RFP) #1314-26 was issued on January 3, 2014 to 2 firms with a response deadline of January 17, 2014. Both firms responded Donald Krotee Partnership and NAC Architecture. A committee of three members reviewed the proposals and determined Donald Krotee Partnership met the schedule requirements and experience with parking lot and street improvement projects.

Therefore, the District has requested the architectural and engineering services of Donald Krotee Partnership. The services covered by this agreement shall commence March 10, 2014 and ends June 30, 2015. The contract is a not to exceed fee of \$83,356 (includes \$1500 reimbursables).

This agreement is funded by Measure Q.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the contract with Donald Krotee Partnership for the Parking Lot at 17th and Bristol Street Project at Santa Ana College as presented.

Fiscal Impact:	\$83,356	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Construction and Support Services	, Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/10/14

Project: Parking Lot a 17th and Bristol Street

Site: Santa Ana College

Consultant: Donald Krotee Partnership

Type of Service: Architectural Engineering Services

					Duration		
Agreement Summary No.		Amount		mbursables	Start	End	
Contract Amount	\$	81,856.00	\$	1,500.00	3/10/2014	6/30/2015	
Total Agreement Amount	\$	83,356.00					
(Not to exceed)							

DESCRIPTION:

Agreement to enter architectural engineering service regarding SAC parking lot 17 and Bristol Street Project.

Total Proposed Amount:	\$ 83,356.00
Contract End Date:	6/30/2015

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Knowland Construction Service Record, Testing & Inspection Services for the Planetarium, P Temporary Village at Santa Ana College	1
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Division of State Architect (DSA) Inspector of Record, Testing and Inspection Services for Santa Ana College projects, including Tessman Planetarium Renovation, Parking Lot 11 and the Temporary Village. As required for all major construction projects, the District must hire a DSA-certified inspector to ensure the project is constructed in accordance with the DSA approved plans.

ANALYSIS:

A Request for Proposal #1314-34 for Inspection Services was released to three of the pre-qualified firms on January 27, 2014 with a due date on February 5, 2014. The District received three responses from Knowland, PC Associates and Sandy Pringle Associates. A panel convened on February 13, 2014 to review the proposals. It is recommended that the District enter into an agreement with Knowland Construction Services to provide DSA mandated inspection services for the Tessman Planetarium, Parking Lot#11 and Temporary Village project at Santa Ana College. The proposal was based on the construction schedule, scope of work, and type of inspection needed for the project.

The services covered by this agreement shall commence March 1, 2014 and end December 31, 2014. Knowland Construction Services will provide a full-time inspector for (180) construction days for an estimated total cost of \$89,600 at an hourly rate of \$70.

This agreement is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the agreement with Knowland Construction Services for DSA Inspector of Record, Testing and Inspection Services for the Planetarium, Parking Lot #11 and Temporary Village project at Santa Ana College as presented.

Fiscal Impact:	\$89,600.00	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Construction and Support Services	Chancellor, Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor,	Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	-

Board Agreement Summary

Board Date:3/10/14

Project: Planetarium Parking Lot #11 and Temporary Village Site: Santa Ana College

Consultant: Knowland Construction Services

Type of Service: DSA Inspector of Record, Testing & Inspection

				Duration
Agreement Summary No.	. Amount	Reimbursables	Start	End
Contract Amount	\$89,600.00	\$-	3/1/2014	12/31/2014
Total Agreement Amount	\$89,600.00 (Not to exce	ed)		
DESCRIPTION:				
r Santa Ana College and Santi	iago Canyon College			
Total Proposed Amount:				\$89,600.00
Contract End Date:				12/31/2014

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Xpera Group for Spec Chavez Building Renovation Project at Santa Ana G	0
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for specialized professional consulting services which includes a building envelope forensic investigation, design assistance and construction observation consulting services for the Chavez Building Renovation Project at Santa Ana College. The Chavez Building at Santa Ana College has experienced water intrusion that has been evidenced by visible moisture and staining on the exterior panels of the building, wet areas on the floors in various locations, and water stains under the computer room floors. A forensic investigation is needed in order to identify the causes / sources of the moisture and to define corrective work necessary to prevent future water intrusion.

ANALYSIS:

A Request for Proposal (RFP) #1314-27 for specialized consulting services for the Chavez Building at Santa Ana College was released to four firms on January 3, 2014 with a due date of January 17, 2014. The District received three responses to the RFP, and interviewed Xpera Group on February 6, 2014. The District is recommending Xpera Group as the specialized consultant for this project based on fee, applicable project experience and qualifications of the team members.

The services covered by this agreement shall commence March 11, 2014 and end June 30, 2015. Hourly rates average \$111 per hour with the highest hourly rate being \$185 and the lowest \$55. The contract includes a not to exceed fee of \$80,200 (includes \$5,000 reimbursables and \$15,000 allowance for unforeseen conditions).

This service agreement is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the contract with Xpera Group for Forensic Investigation, Design Assistance and Construction Observation Consulting Services for the Chavez Building Renovation Project at Santa Ana College as presented.

Fiscal Impact:	\$80,200	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Construction and Support Services	Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor, Business O	Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/10/14

Project: Chavez Hall Renovation

Site: Santa Ana College

Consultant: Xpera Group

Type of Service: Forensic Investigation, Design Assistance and Construction Observation

					Duration			
Agreement Summary	No.	Amount	Reim	nbursables	Start	End		
Contract Amount		\$75,200.00	\$	5,000.00	4/7/2014	12/31/2015		
Total Agreement Amount		\$80,200.00						
		(Not to exceed)						

DESCRIPTION:

Agreement to enter into Forensic Investigation, Design Assistance and Construction Observation Services for the Chavez Building Renovation Project at Santa Ana College

Total Proposed Amount:	\$ 80,200.00
Contract End Date:	12/31/2015

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Adoption of Resolution No. 14-05 – Change Order #21, Bid Dynalectric Inc. for Electrical Work for the Humanities Bui College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Dynalectric Inc. for Bid #1139, electrical work for the Humanities Building at Santiago Canyon College.

ANALYSIS:

Resolution No. 14-05 and Change Order #21 as outlined, increases the contract by \$75,982.85. This change order exceeds the 10% value of the contract and requires the Board to adopt a resolution. The additional work was to comply with the Division of the State Architect requirements associated with the smoke evacuation system. The revised contract amount is \$4,050,070.84. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 11.95% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees adopt Resolution No. 14-05, Contract with Dynalectric Inc. for electrical work for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$75,982.85	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, District Construction and Support Services	Facility Planning,
Submitted by:	Peter J. Hardash, Vice Chancellor, Business C	Dperations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

BEFORE THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO DYNALECTRIC INC. FOR ELECTRICIAL WORK FOR THE HUMANITIES BUILDING AT SANTIAGO CANYON COLLEGE

RESOLUTION NO. _____14-05

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for electrical work at the Humanities Building at Santiago Canyon College, ("Project") to Dynalectric Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") in order to comply with Division of State Architect requirements for changes related to the Smoke Evacuation System, as more fully set forth in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is <u>\$75,982.85</u> and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, <u>Meakin v. Steveland</u> (1977) 68 Cal.App.3d 490 and <u>Los Angeles Dredging</u> <u>v. Long Beach</u> (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

<u>Section 3.</u> That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

<u>Section 5.</u> That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this <u>10th day of March, 2014</u>, by the following vote:

AYES:	<u>5 Trustees: Alvarez, Hanna, Labrado, Mendoza Yanez, Solorio</u>
NOES:	0 Trustees
ABSENT:	2 Trustees: Barrios, Yarbrough
ABSTAINED:	0 Trustees

I, <u>Jose Solorio</u>, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

> President of the Board of Trustees Rancho Santiago Community College District

I, <u>Claudia C. Alvarez</u>, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the <u>10th</u> of <u>March, 2014</u>, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this <u>10th</u> day of <u>March</u>, 20<u>14</u>.

Clerk of the Board of Trustees Rancho Santiago Community College District

EXHIBIT "A"

CHANGE ORDER FOR ADDITIONAL WORK RELATED TO THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING

CH	IANGI	E ORDER		antiago Comr badway, Santa	-	-
Project:	Santiago Canyon C	College Humanities Building	Bid No.	1139	P.O. #	10-BP000225
			D.S.A. No		04-110	212
Contractor:	Dynalectric		Change C	order No.	21	
Architect:	LPA Inc		Date:	January 2	2, 2014	
ITEM NO.	EXPLANATION:		C	REDIT		EXTRA
1.0	DESCRIPTION: REASON:	Provide labor and material to provide changes to Smoke Evacuation System. These changes were needed to meet the requirements on the DSA approved Smoke Evacuation System drawings issued on June 2012.			\$	75,982.85
	<u>REQUESTOR</u> :	Contractor				
	TIME EXTENSION:	0 calendar days				
		Sub-Total				\$75,982.85
		Total				\$75,982.85

NO. <u>4.10</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of TrusteesDate: March 10, 2014
Re:	Approval of Agreement with Glumac for Commissioning Consulting Services for
	the Retro-Commissioning of the Science Building at Santiago Canyon College
Action:	Request for Approval

BACKGROUND:

This is a new agreement for commissioning consulting services for the retro-commissioning project of the Science Building at Santiago Canyon College. The District is in need of an independent commissioning Consultant to participate in design reviews, construction reviews and final commissioning to ensure the design-build systems are complete and functioning properly upon occupancy.

ANALYSIS:

A Request for Qualifications (RFQ) for whole building commissioning services was released on December 5, 2011 and 9 firms responded. A panel reviewed the proposals and 3 firms were interviewed on January 18, 2012. Proposals were evaluated for their experience with similar projects, completeness of the RFQ and cost proposal. Three firms were deemed pre-qualified for commissioning consulting services 3QC, Digital Energy, Inc., and Glumac.

A Request for Proposal (RFP) # 1314-28 for independent commissioning services was released to all prequalified firms on January 9, 2014 with a due date of January 24, 2014. The District received three responses to the RFP. A panel of two members conducted an interview with Glumac on February 7, 2014. It was determined by the panel that Glumac was suitable to perform the services for the project based on fee, applicable project experience and qualifications of the team members.

The services covered by this agreement shall commence March 11, 2014 and ends March 31, 2015. Hourly rates average \$170 per hour with the highest hourly rate being \$225 and the lowest \$125. The contract is a not to exceed fee of \$32,900.

This agreement is funded by Capital Facility and Proposition 39 Funds.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the contract with Glumac for Independent Commissioning Services for the Retro-Commissioning of the Science Building at Santiago Canyon College.

Fiscal Impact:	\$32,900	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chance Construction and Support Services	ellor, Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor, Busin	ess Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date:3/10/14

Project: Commissioning Consulting Services for the Retro-Site: Santiago Canyone College Commissioning of the Science Building

Consultant: Glumac

Type of Service: Commissioning Services

						Duratio	on
Agreement Summary No.		Amount	Reim	bursables	Start		End
Contract Amount	\$	32,900.00	\$	-	3/11/2014		3/31/2015
Total Agreement Amount	\$ (No	32,900.00 t to exceed)					

DESCRIPTION:

Agreement fpr commissioning consulting services regarding HVAC Renovations at the District Operations Center.

Total Proposed Amount:	\$ 32,900.00
Contract End Date:	3/31/2015

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Seville Construction Ser Management Services for Various Projects at Santiage	
Action:	Request for Approval	

BACKGROUND:

On November 16, 2009, the Board of Trustees awarded a contract to Seville Construction Services, Inc. for construction management services relating to a multi-prime construction contract for various Santiago Canyon College projects including the relocation of physical education modular buildings; the Athletics and Aquatics Complex; the Humanities Building; the Science Building; the Maintenance and Operations Building; various road improvements; and parking lot areas. These projects were constructed using the multi-prime construction delivery method.

ANALYSIS:

The projects at Santiago Canyon College have multiple prime contracts as well as approximately 13 remaining open Division of State Architect applications associated with the construction of the various projects noted above since 2009. Early on in the Humanities project, two contractors defaulted on contracts and the surety was brought in to find replacement contractors. This event caused challenges and delays to the project resulting in the extension in time for additional professional consulting services relating to the projects including DSA inspection and architect contract extensions. The District is still in need of closing out contracts associated with the Humanities project.

Given Seville was the primary construction manager and district authorized representatives on the projects, it is necessary to extend their construction management services to complete the close out of these contracts as some are in dispute over change orders and time extensions. The existing Seville construction management consulting contract has exhausted the fees to cover the duration of time needed to complete the close out tasks with these contracts. The original contract was an hourly fee based contract. The District desires to close out the remaining contracts but needs the assistance of the construction manager in this process as they are the most knowledgeable regarding the contractors and the project history. The District is requiring that a new agreement be executed to complete the remaining close-out activities for these projects. This agreement has been negotiated from an hourly fee originally at \$76,880 to a fixed fee contract in the amount of \$50,000 to continue services from March 11, 2014 through June 30, 2014. The duration of time is based on an estimate to close-out the projects.

This contract is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the Agreement with Seville Construction Services, Inc. for construction management services for various projects at Santiago Canyon College as presented.

Fiscal Impact:	\$50,000	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Construction and Support Services	Facility Planning, District
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/10/14

Project: Humanities, Athletic/Aquatic Complex, Site Site: Santiago Canyon College Improvement Projects, Parking Lot and Access Roads

Consultant: Seville Construction Services, Inc.

Type of Service: Construction Management Services

					Durat	ion	
Agreement Summary No.	Amount	Reim	bursables	Start		End	
Contract Amount	\$ 50,000.00	\$	-	3/11/2014		6/30/2014	
Total Agreement Amount	\$ 50,000.00 (Fixed Fee)						

DESCRIPTION:

Additional construction management services for the close out of Santiago Canyon College Humanities and the Athletic/Aquatic Complex and the construction of several site improvement projects (new student parking lot and access roads)

Total Proposed Amount:	\$ Fixed Fee	50,000.00
Contract End Date:		6/30/2014

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of TrusteesDate: March 10, 2014
Re:	Approval of Mutual Release and Settlement Agreement between Southern California Grading and the Rancho Santiago Community College District for the Chapman Entry and Learning Resource Parking Lot at Santiago Canyon College
Action:	Request for Approval

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Southern California Grading for Bid #1151, Chapman Entry and Learning Resource Center (LRC) Parking Lot at Santiago Canyon College. A Notice of Completion was previously recorded at the County Recorder's Office for the Chapman Entry and LRC Parking Lot project on January 15, 2104 and approved by the Board of Trustees on January 13, 2014.

The project was originally planned to have two phases of work: the Chapman entry and then the LRC parking lot which included grading and landscaping work. Southern California Grading completed phase one according to the contract terms and conditions. After phase one completion, the District eliminated phase two work when it was decided portable buildings ("S" buildings) would remain in the location of the LRC parking lot. The District then issued an architectural change directive to all contractors notifying them of the removal of the second phase of work. Southern California Grading delayed providing a formal deductive change order to determine the credit owed to the District. Therefore, the District issued a unilateral deductive change order of \$105,049 associated with phase two work to close out the contract so that the Notice of Completion would not be further delayed in recordation.

ANALYSIS:

After the District moved to close out the contract and requested final payment applications be submitted, Southern California Grading notified the District that they did not agree to the unilateral deductive change order amount of \$105,049 as they contended that additional money was still owed on the contract from phase one. The District requested additional information in regards to the claim as Southern California Grading noted that they had not yet invoiced for all of the actual work performed for phase one as they were not yet caught up in reconciling the accounting on the project. Subsequently, Southern California Grading notified the District to recover the credit amount and would make further claims for inefficiencies caused on the project due to the removal of phase two work.

The District entered into a period of good faith negotiations and conducted a due diligence review of additional documents provided by Southern California Grading to discuss a potential settlement subject to the contractor presenting additional supporting documentation, in accordance with the contract terms and conditions.

The District requested and reviewed a cost of work breakdown to review the invoicing amount against the contractor's cost of work to evaluate the merits of the claim and billing error and omission. Southern California Grading provided a comparison matrix with supplementary documents and vendor invoicing for District evaluation. Based upon the review and after further settlement negotiations where legal counsel was consulted with, the District has agreed on a settlement amount of \$35,000 associated with prior phase one work. In order to avoid any future potential contractor claims against the District, legal counsel, Hugh Lee has prepared a Mutual Release and Settlement Agreement between Southern California Grading and the District. Southern California Grading has agreed to the settlement amount and has executed the agreement.

The District upon further approval by the Board for this Settlement Agreement will release Final Retention in the amount of \$21,611.23 and pay the additional settlement amount of \$35,000, for a final payment of \$56,611.23. The final amount to be paid to Southern California Grading for the Chapman Entry and LRC Parking Lot project is \$251,112.31 accounting for all change orders, deducts, retention and final settlements.

This contract is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the Mutual Release and Settlement Agreement between Southern California Grading and the Rancho Santiago Community College District for the Chapman Entry and Learning Resource Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$35,000	Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made and entered into on this 11th day of March, 2014, by and between Southern California Grading ("So Cal Grading") and the Rancho Santiago Community College District ("District"). So Cal Grading and the District are also referred to herein collectively as the "Parties".

When a party to this Agreement makes releases herein, that party acts on behalf of and for itself, and its parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, stockholders, agents, representatives, employees, successors, heirs, executors, administrators, assigns and all other entities, persons, firms, associations, insurers, bond principals, architects, engineers or corporations connected with them.

The release of a party to this Agreement releases that party and its present and former parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, bond principals, architects, engineers or corporations connected with it.

RECITALS

A. On or about April 21, 2010, the District and So Cal Grading entered into a construction contract for the Chapman Entry project at Santiago Canyon College ("Project"). A copy of the contract is attached hereto as Exhibit "A" ("Contract").

B. The District contends it is entitled to issue a deductive change order for work that was deducted from the Contract and not performed by So Cal Grading. So Cal Grading disputes the deductive change order and contends that it is owed additional money.

C. The Parties now wish to globally, fully and finally forever compromise, release and resolve all rights, claims and liabilities between them arising or in any manner related to the Project subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, the Parties agree to the following terms and conditions:

AGREEMENT

1. <u>Payment by District, Acceptance by So Cal Grading</u>

The District shall pay to So Cal Grading the total sum of \$56,611.23 broken down as follows:

a. \$21,611.23 for all retention on the Project that will be invoiced separately by So Cal Grading and paid by the District in accordance with the Contract.

b. \$35,000.00 for settlement of all issues related to the deductive change order to be paid by the District not later than 30 days after approval of this Agreement by the District's Board of Trustees, and the Parties executing this Agreement,

So Cal Grading shall accept the amounts set forth as full and final payment for any and all costs and claims that have been, or could be raised by So Cal Grading arising from the Project.

2. <u>Mutual Release & Waiver</u>

With the exception of the matters stated below in Paragraph 3, the Parties, upon fulfilling the obligations and upon receipt of payment as set forth in Paragraph 1 above, and upon approval of this Agreement by the District's Board of Trustees, hereby release and forever discharge each other from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising from the Project.

The Parties expressly, voluntarily and knowingly waives the application of California Civil Code §1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. Exceptions to Mutual Release

The Mutual Release in Paragraph 2 above and the Parties' waiver of the application of Civil Code §1542 shall not apply to: (1) any claims based on any unexpired guarantees or warranties for the Project as required by the Contract (which are neither expanded nor diminished by this Agreement); (2) any claims arising from the assertion of patent or latent deficiencies (as defined in Code of Civil Procedure §337.1 and §337.15, respectively) related to the work on the Project; (3) any claims by the District for defense of or indemnity for future claims (i.e., indemnity claims arising from third party claims) as required under the Contract; or (4) any stop notice or payment claims under Civil Code §9000 <u>et seq</u>. or wage or labor claims under Labor Code §1720 <u>et seq</u>. or Title 8, California Code of Regulations, Section 16000 <u>et seq</u>.

4. <u>Amendments</u>

This Agreement may be amended or supplemented only by mutual consent of the Parties and set forth in a written document executed by the Parties.

2

5. <u>Entire Agreement</u>

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

6. <u>Binding Effect and Benefits</u>

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7. <u>Assignability</u>

Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any of the Parties without the prior written consent of the other Party.

8. <u>Governing Law</u>

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, including all matters of construction, validity and performance.

9. <u>Attorneys' Fees</u>

The Parties understand and agree that each shall bear its own attorneys' fees and costs associated in any manner with the Project and this Agreement.

10. <u>No Interpretation Against Drafter</u>

This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California.

11. <u>Right to Seek Advice of Counsel</u>

The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel. Prior to executing the Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

12. <u>Severability</u>

The validity, legality or enforceability of the remainder of this Agreement will not be affected even if one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable in any respect.

13. Further Assurances and Authority to Bind

Each of the Parties warrants and represents that they have fulfilled all corporate and municipal formalities to enter into this Agreement, and be bound by the terms of this Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

14. <u>Counterparts</u>

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. <u>Headings</u>

The various headings of the Paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

Southern California Grading

Rancho Santiago Community College District

By:	By:
Name:	Name:
Title:	Title:

EXHIBIT "A"

The Contract is incorporated herein and part of the agenda and is available at the Facilities Department located 2323 N. Broadway, Santa Ana, CA 92706".

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of TrusteesDate: March 10, 2014
Re:	Approval of Mutual Release and Settlement Agreement between West-Tech Mechanical, Inc. and the Rancho Santiago Community College District for the Humanities Building Project at Santiago Canyon College
Action:	Request for Approval

BACKGROUND:

On May 24, 2010, the Board of Trustees awarded a contract to West-Tech Mechanical, Inc. for Bid #1141, Heating, Ventilation and Air Conditioning for the Humanities Building and other projects at Santiago Canyon College. A Notice of Completion was previously recorded at the County Recorder's Office for the Humanities Building project on December 2, 2013 and approved by the Board of Trustees on November 12, 2013.

ANALYSIS:

On October 2, 2013 West-Tech Mechanical submitted a letter to the District with a profit and loss analysis alleging District induced inefficiencies on the Humanities Building project, resulting in additional unexpected overhead costs. The District reviewed the letter and requested additional information be provided by West-Tech Mechanical. Subsequently, the contractor's legal counsel issued a letter to the District on January 9, 2014 outlining a claim for delays and inefficiencies totaling \$265,445.32.

The District reviewed the profit and loss analysis reports. The District entered into further discussions with West-Tech Mechanical to discuss the merits of the claim and requested that additional supporting documentation be provided to the District, in accordance with the contract terms and conditions, for further evaluation.

The District and West-Tech engaged in a period of due diligence and good faith negotiations to resolve the disputed amounts. During this period, the District reviewed the documents presented and determined the contractor is entitled to \$70,561.55 to cover additional and late change order requests. The costs agreed upon by the District for additional work included additional grilles, pressure testing, piping, control locations, and cost escalation. The District and West-Tech Mechanical have agreed to the settlement amount presented herein and have consulted with both sides of legal counsel in this matter to seek resolution. On January 27, 2014, legal counsel to West-Tech provided correspondence to the District rescinding West-Tech's previous claim regarding delays to the project and expressed willingness to resolve the matter.

In order to avoid any future potential contractor claims against the District, legal counsel, Hugh Lee developed a Mutual Release and Settlement Agreement between West-Tech Mechanical and the District. West-Tech Mechanical has agreed with the terms and conditions and has executed the Agreement as presented.

The District upon further approval by the Board for this Settlement Agreement will release Final Retention in the amount of \$234,141.50 and pay the additional settlement amount of \$70,561.55, for a final payment of \$304,703.05. The final amount to be paid West-Tech Mechanical for the Humanities Building project is \$2,411,976.52 accounting for all change orders, deducts, retention and final settlements.

This contract is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the Mutual Release and Settlement Agreement between West-Tech Mechanical and the Rancho Santiago Community College District for the Humanities Building as presented.

Fiscal Impact:	\$70,561.55	Board Date: March 10, 2014	
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Bus	Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor		

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made and entered into on this 11th day of March, 2014, by and between West-Tech Mechanical, Inc. ("West-Tech") and the Rancho Santiago Community College District ("District"). West-Tech and the District are also referred to herein collectively as the "Parties".

When a party to this Agreement makes releases herein, that party acts on behalf of and for itself, and its parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, stockholders, agents, representatives, employees, successors, heirs, executors, administrators, assigns and all other entities, persons, firms, associations, insurers, bond principals, architects, engineers or corporations connected with them.

The release of a party to this Agreement releases that party and its present and former parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, bond principals, architects, engineers or corporations connected with it.

RECITALS

A. On or about May 24, 2010, the District and West-Tech entered into a construction contract for BID #1141 Heating, Ventilation and Air Conditioning for the Humanities Building: Athletics & Aquatics Complex; Santiago Canyon Entry & Parking Lot; Chapman Entry and Roadway; Loop Road Extension Projects at Santiago Canyon College ("Project"). A copy of the contract is attached hereto as Exhibit "A" ("Contract").

B. West-Tech contends that it is owed additional money on an alleged delay claim and disputed change orders. The District disputes West-Tech's claims and contends West-Tech is responsible for delays and any additional costs.

C. The Parties now wish to globally, fully and finally forever compromise, release and resolve all rights, claims and liabilities between them arising or in any manner related to the Project subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, the Parties agree to the following terms and conditions:

AGREEMENT

1. Payment by District, Acceptance by West-Tech Grading

The Parties have agreed to a total payment of Three Hundred Four Thousand, Seven Hundred Three Dollars and Five Cents (\$304,703.05) which includes any and all remaining contract funds, retention, payment for extra work, delay claim or any damages, or any other costs

associated with the Project. Payment will be broken down as follows:

a. \$234,141.50 for all retention on the Project that will be invoiced separately by West-Tech and paid by the District in accordance with the Contract.

b. \$70,561.55 for settlement of all costs and claims, including but not limited to, delay claims and disputed change orders, related to the Project, to be paid by the District not later than 30 days after approval of this Agreement by the District's Board of Trustees, and the Parties executing this Agreement,

West-Tech shall accept the amounts set forth as full and final payment for any and all amounts due and owing for any and all damages arising from or related to the Project, including but not limited to, all direct costs, indirect costs, overhead costs, costs arising from any alleged loss of productivity or inefficiencies, administrative costs, and any other costs, expenses, damages, or claims, that have been, or could be raised by West-Tech arising from the Project.

2. <u>Mutual Release & Waiver</u>

With the exception of the matters stated below in Paragraph 3, the Parties, upon fulfilling the obligations and upon receipt of payment as set forth in Paragraph 1 above, and upon approval of this Agreement by the District's Board of Trustees, hereby release and forever discharge each other from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising from the Project.

The Parties expressly, voluntarily and knowingly waives the application of California Civil Code §1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. Exceptions to Mutual Release

The Mutual Release in Paragraph 2 above and the Parties' waiver of the application of Civil Code §1542 shall not apply to: (1) any claims based on any unexpired guarantees or warranties for the Project as required by the Contract (which are neither expanded nor diminished by this Agreement); (2) any claims arising from the assertion of patent or latent deficiencies (as defined in Code of Civil Procedure §337.1 and §337.15, respectively) related to the work on the Project; (3) any claims by the District for defense of or indemnity for future claims (i.e., indemnity claims arising from third party claims) as required under the Contract; or (4) any stop notice or payment claims under Civil Code §9000 <u>et seq</u>. or wage or labor claims under Labor Code §1720 <u>et seq</u>. or Title 8, California Code of Regulations, Section 16000 <u>et seq</u>.

4. <u>Amendments</u>

This Agreement may be amended or supplemented only by mutual consent of the Parties and set forth in a written document executed by the Parties.

5. <u>Entire Agreement</u>

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

6. <u>Binding Effect and Benefits</u>

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7. <u>Assignability</u>

Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any of the Parties without the prior written consent of the other Party.

8. <u>Governing Law</u>

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, including all matters of construction, validity and performance.

9. <u>Attorneys' Fees</u>

The Parties understand and agree that each shall bear its own attorneys' fees and costs associated in any manner with the Project and this Agreement.

10. <u>No Interpretation Against Drafter</u>

This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California.

11. <u>Right to Seek Advice of Counsel</u>

The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel.

Prior to executing the Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

12. <u>Severability</u>

The validity, legality or enforceability of the remainder of this Agreement will not be affected even if one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable in any respect.

13. <u>Further Assurances and Authority to Bind</u>

Each of the Parties warrants and represents that they have fulfilled all corporate and municipal formalities to enter into this Agreement, and be bound by the terms of this Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

14. <u>Counterparts</u>

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. <u>Headings</u>

The various headings of the Paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

West-Tech Mechanical, Inc.

Rancho Santiago Community College District

By:	By:
Name:	Name:
Title:	Title:

EXHIBIT "A"

The Contract is incorporated herein and part of the agenda and is available at the Facilities Department located 2323 N. Broadway, Santa Ana, CA 92706".

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: March	10, 2014
Re:	Approval of Notice of Completion: Bid #1139 - Contract with Dynalectric Inc. for	
	Electrical Work for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Dynalectric Inc. on March 22, 2010 to complete the electrical work for the Humanities Building at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially completed on July 7, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project is \$3,976,964.

This contract is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the Notice of Completion with Dynalectric Inc. for Electrical for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: March 10, 2014	
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Construction and Support Services	Facility Planning, District	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	r J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

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

AND WHEN RECORDED MAIL TO:

Carri Matsumoto Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706-1640 GOVERNMENT CODE 6103

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 N. Broadway Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, <u>as owner of the property known as Santiago Canyon College</u>, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: <u>Bid No. 1139 – Electrical for Humanities Building</u>, the contract for the doing of which was heretofore entered into on the 22^{nd} day of <u>March, 2010</u>, which contract was made with <u>Dynalectric Inc.</u> <u>PO# 10-BP000225</u> as contractor; that said improvements were completed on the 7^{th} day of July, 2013, and accepted by formal action of the governing Board of said District on the <u>10th</u> day of <u>March, 2014</u>; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is <u>Travelers Casualty and Surety Company of America</u>.

Rancho Santiago Community College District of Orange County, California

by

State of California) § County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the

contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at _____ California, on

_____, 20_____.

Signature _

(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Notice of Completion: Bid #1214 - Contract the Gymnasium Building Integrated Audio Sound Syster Canyon College	1
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to ADVB Group on October 8, 2013 to provide an integrated audio sound system for the gymnasium building at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially completed on February 7, 2014 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project is \$138,150.75.

This contract is funded by Measure E.

<u>RECOMMENDATION</u>:

It is recommended that the Board of Trustees approve the Notice of Completion with AVDB Group for the Gymnasium Building Integrated Audio Sound System project at Santiago Canyon College as presented.

Fiscal Impact:	N/A Board Date: March 10, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

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

AND WHEN RECORDED MAIL TO:

Carri Matsumoto Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706-1640 GOVERNMENT CODE 6103

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 N. Broadway Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, <u>as owner of the property known as</u> <u>Santiago Canyon College</u>, located at <u>8045 E. Chapman Avenue, Orange, California</u>, caused improvements to be made to the property to with: <u>Bid No. 1214 – Sound Enhancement Project</u>, the contract for the doing of which was heretofore entered into on the <u>8th day of October</u>, 2013, which contract was made with <u>AVDB Group PO# 14-P0029065</u> as contractor; that said improvements were completed on the <u>7th day of February 2014</u>, and accepted by formal action of the governing Board of said District on the <u>10th</u> day of <u>March</u>, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is <u>Merchants Bonding Company (Mutual)</u>.

Rancho Santiago Community College District of Orange County, California

by

State of California) § County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the

contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at _____ California, on

_____, 20_____.

Signature _

(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Educational Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

	Project Title	Award Date	<u>Amount</u>
1.	Basic Skills Initiative (SAC & SCC) – <i>Adjustment</i> First Principal (P1) apportionment adjustment for Basic Skills Imitative funding from the California Community College Chancellor's Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (13/14). <i>No match required.</i>	01/14/2014	-\$9,936
	Santa Ana College +\$345 Santiago Canyon College -\$10,281		
2.	Disabled Students Programs & Services (DSPS) (SCC) Annual allocation from the California Community Colleges Chancellor's Office to provide services for disabled students. (13/14). <i>Match is</i> \$421,842 that consists of DSPS staff salary and benefits.	12/04/2013	\$556,693

RECOMMENDATION

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

Fiscal Impact: \$546,757	Board Date: March 10, 2014
Item Prepared by: Maria Gil, Resource Development Coordinate	or
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancel	lor of Educational Services
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2093, #2095, #2096, #2097, and #2098 NAME: BASIC SKILLS INITIATIVE 13/14 - SANTA ANA COLLEGE (Credit) FISCAL YEAR: 2013/2014

 CONTRACT PERIOD: 7/1/2013 - 6/30/2015

 FY 13-14 Adv. Apportionment \$199,567

 P1 Augmentation

 \$138

 Total

 \$199,705

PRJ. ADMIN. Linda Rose PRJ. DIR. Mary Huebsch Date: 2/26/2014

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2093-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		10,000		10,000		0
12-2093-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	10,000		10,000		0	
	2093 - BSI 14-Prog/Curr Plan & Dev	10,000	10,000	10,000	10,000	0	0
12-2094-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		0		138		138
12-2094-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	0		138		138	
	2094 - BSI 14-Student Assessment	0	0	138	138	138	138
12-2095-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		36,726		36,726		0
12-2095-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	36,726		36,726		0	
	2095 - BSI 14-Advisement/Counseling	36,726	36,726	36,726	36,726	0	0
12-2096-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		110,518		110,518		0
12-2096-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	110,518		110,518		0	
	2096 - BSI 14-Suppl Instr & Tutoring	110,518	110,518	110,518	110,518	0	0
12-2097-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		17,435		17,435		0
12-2097-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	17,435		17,435		0	
	2097 - BSI 14-Coordination/Research	17,435	17,435	17,435	17,435	0	0
12-2098-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		24,888		24,888		0
12-2098-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	24,888		24,888		0	
	2098 - BSI 14-Staff Development	24,888	24,888	24,888	24,888	0	0
	TOTAL - Basic Skills Initiative -13/14 (SAC)	199,567	199,567	199,705	199,705	138	138

SPECIAL PROJECT DETAILED BUDGET #2093, #2094, #2095, #2096, #2097, and #2098 NAME: BASIC SKILLS INITIATIVE 13/14 - SANTA ANA COLLEGE (Non-Credit) FISCAL YEAR: 2013/2014

 CONTRACT PERIOD: 7/1/2013 - 6/30/2015

 FY 13-14 Adv. Apportionment: \$299,350

 P1 Augmentation

 \$207

 Total

 \$299,557

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 2/26/2014

		Existing Budget		Revised	l Budget	Budget Change (+/-	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2093-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		101,000		101,207		207
12-2093-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	101,000		101,207		207	
	2093 - BSI 14-Prog/Curr Plan & Dev	101,000	101,000	101,207	101,207	207	207
12-2094-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		4,500		4,500		0
12-2094-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	4,500		4,500		0	
	2094 - BSI 14-Student Assessment	4,500	4,500	4,500	4,500	0	0
12-2095-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		90,000		90,000		0
12-2095-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	90,000		90,000		0	
	2095 - BSI 14-Advisement/Counseling	90,000	90,000	90,000	90,000	0	0
12-2096-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		52,000		52,000		0
12-2096-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	52,000		52,000		0	
	2096 - BSI 14-Suppl Instr & Tutoring	52,000	52,000	52,000	52,000	0	0
12-2097-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		38,000		38,000		0
12-2097-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	38,000		38,000		0	
	2097 - BSI 14-Coordination/Research	38,000	38,000	38,000	38,000	0	0
12-2098-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		13,850		13,850		0
12-2098-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	13,850		13,850		0	
	2098 - BSI 14-Staff Development	13,850	13,850	13,850	13,850	0	0
	TOTAL - Basic Skills Initiative -13/14 (CEC)	299,350	299,350	299,557	299,557	207	207

SPECIAL PROJECT DETAILED BUDGET #2093, #2094, #2095, #2096, and #2098 NAME: BASIC SKILLS INITIATIVE 13/14 - SANTIAGO CANYON COLLEGE FISCAL YEAR: 2013/2014

 CONTRACT PERIOD: 7/1/2013 - 6/30/2015

 FY 13-14 Adv. Apportionment: \$184,758

 P1 Adjustment

 (\$10,281)

 Total

 \$174,477

PRJ. ADMIN. Aracely Mora PRJ. DIR. Maureen Roe Date: 2/26/2014

		Existing Budget		Revised Budget		Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2093-00000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		110,758		100,477	10,281	
12-2093-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	110,758		100,477			10,281
	2093 - BSI 14-Prog/Curr Plan & Dev	110,758	110,758	100,477	100,477	10,281	10,281
12-2094-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		2,000		2,000		0
12-2094-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	2,000		2,000		0	
	2094 - BSI 14-Student Assessment	2,000	2,000	2,000	2,000	0	0
12-2095-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		20,000		20,000		0
12-2095-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	20,000		20,000		0	
	2095 - BSI 14-Advisement/Counseling	20,000	20,000	20,000	20,000	0	0
12-2096-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		47,000		47,000		0
12-2096-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	47,000		47,000		0	
	2096 - BSI 14-Suppl Instr & Tutoring	47,000	47,000	47,000	47,000	0	0
12-2098-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000		5,000		0
12-2098-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	5,000		5,000		0	
	2098 - BSI 14-Staff Development	5,000	5,000	5,000	5,000	0	0
	TOTAL - Basic Skills Initiative -13/14 (SCC)	184,758	184,758	174,477	174,477	10,281	10,281

CONTRACT PERIOD: 07/01/13 - 06/30/14 CONTRACT INCOME: \$556,693

PROJ. ADM. Syed Rizvi PROJ. DIR. L. Carr-Rollitt

Date: 02/12/14

		Allocate	Allocated Budget		, Budget	Changes (+/-)	
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-20000-1110	Contract Instructors - SCC		221,361		245,461		24,100
11-0000-000004-20000-3411	H&W - Instructional		90,305		91,356		1,051
11-0000-000004-20000-2130	Classified Employees - SCC		57,680		59,790		2,110
11-0000-000004-20000-3415	H&W - Non-instructional		25,592		25,235	357	
	Contract Instructors : DSPS						
	- Lucy Carr-Rollitt (75%)						
	- Mary Mettler (100%)						
11-2230-493031-29400-1110	- Laura Wirtz (75%)	221,361		245,461		24,100	
11-2230-493031-29400-3111	STRS - Instructional : DSPS	18,521		20,508		1,987	
11-2230-493031-29400-3321	Medicare - Instructional :	3,158		3,604		446	
11-2230-493031-29400-3411	H & W - Instructional : DSP	54,251		55,543		1,292	
11-2230-493031-29400-3431	H & W - Retiree Fund Inst :	2,246		2,486		240	
11-2230-493031-29400-3511	SUI - Instructional : DSPS	3,616		124			3,492
11-2230-493031-29400-3611	WCI - Instructional : DSPS	5,388		5,966		578	
11-2230-493031-29400-3911	Other Benefits - Instructio	3,125		3,125			-
	Classified Employees : DSPS						
11-2230-642000-29400-2130	- Michael Rinaldi (100%)	57,680		59,790		2,110	
11-2230-642000-29400-3215	PERS - Non-Instructional :	6,301		6,841		540	
11-2230-642000-29400-3315	OASDHI - Non-Instructional	3,657		3,791		134	
11-2230-642000-29400-3325	Medicare - Non-Instructiona	855		887		32	
11-2230-642000-29400-3415	H & W - Non-Instructional :	10,471		10,257			214
11-2230-642000-29400-3435	H & W - Retiree Fund Non-In	590		611		21	
11-2230-642000-29400-3515	SUI - Non-Instructional : D	951		31			920
11-2230-642000-29400-3615	WCI - Non-Instructional : D	1,417		1,467		50	
11-2230-642000-29400-3915	Other Benefits - Non-Instru	1,350		1,350		-	
Totals for PROJECT: 2230	DSPS (SCC) - Match	394,938	394,938	421,842	421,842	31,887	31,887

5.1 (5)

Board Approval Date: 3/19/14 Accountant: JoJo Penning

CONTRACT PERIOD: 07/01/13 - 06/30/14 CONTRACT INCOME: \$556,693

PROJ. ADM. Syed Rizvi PROJ. DIR. L. Carr-Rollitt

Date: 02/12/14

	Description	Allocated Budget		Revising Budget		Changes (+/-)	
GL Account		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-00000-20000-8623	DSPS : Santiago Canyon Coll		359,204	1	556,693		197,489
12-2230-493031-29400-1110	Contract Instructors :DSPS - Lucy Carr-Rollitt (25%) - Laura Wirtz (25%)	45,567		47,516		1,949	
12-2230-493031-29400-2410	Inst Assistant - Ongoing : - Trudy Long	10,575		13,193		2,618	
12-2230-493031-29400-2420	Inst Assistant - Hourly : D - Amanda Carpenter; Phillip Tran; Samira Niveo- Samao; & Lourdes Thellman	-		36,731		36,731	
12-2230-493031-29400-3111	STRS - Instructional : DSPS	3,811		3,972		161	
12-2230-493031-29400-3211	PERS - Instructional : DSPS	1,207		1,510		303	
12-2230-493031-29400-3311	OASDHI - Instructional : DS	656		818		162	
12-2230-493031-29400-3321	Medicare - Instructional :	823		1,422		599	
12-2230-493031-29400-3331	PARS - Instructional : DSPS	-		478		478	
12-2230-493031-29400-3411	H & W - Instructional : DSP	11,273		10,625			648
12-2230-493031-29400-3431	H & W - Retiree Fund Inst :	568		981		413	
12-2230-493031-29400-3511	SUI - Instructional : DSPS	624		49			575
12-2230-493031-29400-3611	WCI - Instructional : DSPS	1,362		2,354		992	
12-2230-493031-29400-3911	Other Benefits - Instructio	625		625		-	
12-2230-493031-29400-1483	Beyond Contr - Reassigned T - Lucy Carr-Rollitt	12,323		13,409		1,086	
	Int/Sum Beynd Contr-Reassig - Lucy Carr-Rollitt - Mary Mettler						
12-2230-493031-29400-1484	- Laura Wirtz	25,434		36,372		10,938	
12-2230-493031-29400-3115	STRS - Non-Instructional :	3,115		4,107		992	
12-2230-493031-29400-3325	Medicare - Non-Instructiona	547		722		175	

5.1 (6)

President's approval: Prepared by: H. Nguyen

Xuan Va

Board Approval Date: 3/10/14 Accountant: JoJo Penning

CONTRACT PERIOD: 07/01/13 - 06/30/14 CONTRACT INCOME: \$556,693

PROJ. ADM. Syed Rizvi PROJ. DIR. L. Carr-Rollitt

Date: 02/12/14

	Description	Allocated	Allocated Budget		Revising Budget		s (+/-)
GL Account		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-29400-3435	H & W - Retiree Fund Non-In	378		498		120	
12-2230-493031-29400-3515	SUI - Non-Instructional : D	415		25			390
12-2230-493031-29400-3615	WCI - Non-Instructional : D	906		1,195		289	
12-2230-493031-29400-4210	Books, Mags & Ref Mat, Non-	1,000		2,000		1,000	
12-2230-493031-29400-4310	Instructional Supplies : DS	2,000		6,000	_	4,000	
12-2230-493031-29400-4710	Food and Food Services	-		750		750	
12-2230-493031-29400-5940	Reproduction/Printing Expen	642		2,000		1,358	
12-2230-493031-29400-5950	Software License and Fees :	5,000		18,000		13,000	
12-2230-493031-29400-6410	Equipment - All Other > \$1,000			30,000		30,000	
12-2230-493031-29400-6414	Equipment - Software > \$1,0	2,000		2,000		-	-
12-2230-493031-29400-6419	Equip/Software - >\$200 <\$1,	1,000		2,000		1,000	
12-2230-642000-29400-1430	Part-Time Counselors : DSPS - Palak Patel - Vivien Vu	7,238		26,247		19,009	
12-2230-642000-29400-1435	Int/Sum - Counselors,Part-T - Palak Patel - Vivien Vu	2,499		8,948		6,449	4
12-2230-642000-29400-2130	Classified Employees : DSPS - Vivien Vu (1B-3B only)	56,343		16,502			39,841
	Classified Employees - Hourly - Palak Patel - Philip H. Tran (2049514 - PARS) - Kuyen Vu (1153388 - PARS)						
12-2230-642000-29400-2320	- Amanda Carpenter (1542709 - PARS)	35,194		73,902		38,708	
12-2230-642000-29400-2340	Student Assistants - Hourly	-		2,000		2,000	
12-2230-642000-29400-3115	STRS - Non-Instructional :	-		1,544		1,544	
12-2230-642000-29400-3215	PERS - Non-Instructional :	7,574		1,888			5,686

President's approval:

5.1 (7)

CONTRACT PERIOD: 07/01/13 - 06/30/14 CONTRACT INCOME: \$556,693

PROJ. ADM. Syed Rizvi PROJ. DIR. L. Carr-Rollitt

Date: 02/12/14

5	Description	Allocated Budget		Revising Budget		Changes (+/-)	
GL Account		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-29400-3315	OASDHI - Non-Instructional	3,467		1,044			2,423
12-2230-642000-29400-3325	Medicare - Non-Instructiona	1,288		1,652		364	
12-2230-642000-29400-3335	PARS - Non-Instructional :	584		1,175		591	
12-2230-642000-29400-3415	H & W - Non-Instructional :	17,369		3,395			13,974
12-2230-642000-29400-3435	H & W - Retiree Fund Non-In	1,128	N	1,279		151	•
12-2230-642000-29400-3515	SUI - Non-Instructional : D	1,241		64			1,177
12-2230-642000-29400-3615	WCI - Non-Instructional : D	2,708		3,070		362	2
12-2230-642000-29400-3915	Other Benefits - Non-Instru	1,575		338			1,237
12-2230-642000-29400-4610	Non-Instructional Supplies	731		2,500		1,769	<u> </u>
12-2230-642000-29400-5630	Maint Contract - Office Equ	750		750		-	-
12-2230-642000-29401-1250	Contract Coordinator : Dea - Monica Collins (5%)	4,859		5,058		199	
12-2230-642000-29401-2130	Classified Employees : Deaf - Ruth Rodriguez (18.5%)	17,913		18,359		446	
12-2230-642000-29401-2320	Classified Employees - Hour - interpreters	20,530		67,821		47,291	
12-2230-642000-29401-3215	PERS - Non-Instructional :	3,302		5,783		2,481	
12-2230-642000-29401-3315	OASDHI - Non-Instructional	1,814	(2) (2)	2,733		919	<
12-2230-642000-29401-3325	Medicare - Non-Instructiona	632	- · ·	1,327		695	
12-2230-642000-29401-3335	PARS - Non-Instructional :	187		529		342	
12-2230-642000-29401-3415	H & W - Non-Instructional :	4,631		3,963			668
12-2230-642000-29401-3435	H & W - Retiree Fund Non-In	436		915		479	
12-2230-642000-29401-3515	SUI - Non-Instructional : D	480		46			434
12-2230-642000-29401-3615	WCI - Non-Instructional : D	1,047		2,197		1,150	
12-2230-642000-29401-3915	Other Benefits - Non-Instru	333		312			21
12-2230-642000-29401-5100	Contracted Services : Deaf	31,000		60,000		29,000	

President's approval: _____

5.1 (8)

CONTRACT PERIOD: 07/01/13 - 06/30/14 CONTRACT INCOME: \$556,693 PROJ. ADM. Syed Rizvi PROJ. DIR. L. Carr-Rollitt

Date: 02/12/14

		Allocated	Allocated Budget		Revising Budget		Changes (+/-)	
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit	
12-2230-675000-29400-5210	Conference Expenses : DSPS	500		2,000		1,500		
Totals for PROJECT: 2230	DSPS (SCC)	359,204	359,204	556,693	556,693	264,563	264,563	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Sub-Agreements between RSCCD and Coas and South Orange County CCD for the ICT/Digital Medi	
Action:	Request for Approval	

Educational Services

BACKGROUND

RSCCD was awarded the "Information Communications Technology (ICT)/Digital Media Deputy Sector Navigator" grant (Grant # 13-158-006) from the California Community Colleges Chancellor's Office – Workforce & Economic. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

ANALYSIS

The enclosed sub-agreements with Coast Community College District, Coastline ROP, and South Orange County College District agree to provide services within Orange County Region to implement the ICT/Digital Media program to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies.

The project administrator is Enrique Perez and project director is Gustavo Chamorro.

Contract No.	Sub-Grantee	Amount
DO-14-2311-02	Coastline ROP	\$10,000
DO-14-2311-03	Coastline ROP	\$8,000
DO-14-2311-04	Coast Community College District	\$10,000
DO-14-2311-05	South Orange County Community College District	\$8.000
DO-14-2311-06	South Orange County Community College District	\$2,000

RECOMMENDATION

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

 Fiscal Impact: Up to \$38,000
 Board Date: March 10, 2014

 Prepared by: Huong Nguyen, Resource Development Coordinator
 Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services

Recommended by: Raúl Rodríguez, Ph.D., Chancellor

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND COASTLINE REGIONAL OCCUPATIONAL PROGRAM (ROP)

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and Coastline Regional Occupational Program (ROP) (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Information and Communications Technology/ Digital Media" grant, (hereinafter "**Grant**"), #13-158-006, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Information and Communications Technology/ Digital Media" program, to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant; and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to provide the Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** titled "**ICT Project Orange County – C-STEM (Computing-STEM) Pilot Project**" (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. <u>Period of Performance</u>

The period of performance for this Agreement shall be from March 11, 2014 through November 30, 2014.

3. <u>Total Cost</u>

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan

activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Digital Media Center ATTN: Gustavo Chamorro, ICT/Digital Media Deputy Sector Navigator 1300 S. Bristol Street Santa Ana, CA 92704

5. <u>Reporting</u>

SUBCONTRACTOR is responsible for completion and submission of all activity reports related to the Information and Communications Technology/Digital Media Grant to **Gustavo Chamorro, Deputy Sector Navigator via email at** *Chamorro_Gustavo@rsccd.edu*.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to November 30, 2014.

8. 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.

9. <u>Subcontract Assignment</u>

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

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

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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.

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SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

Either party may terminate this Agreement, with or without cause upon fourteen (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.

13. Notices

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

Digital Media Center Gustavo Chamorro Deputy Sector Navigator/Project Director 1300 S. Bristol Street Santa Ana, CA 92704 (714) 241-5810 <u>chamorro_gustavo@rsccd.edu</u>

Coastline Regional Occupational Program (ROP) Merry Kim 1001 Presidio Square Costa Mesa, CA 92626 (714) 429-2242 <u>mkim@coastlinerop.net</u>

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	Coastline ROP		
By:	By:		
Name: Peter J. Hardash	Name: Carol Hume		
Vice Chancellor	Title: Assistant Superintendent		
Title: <u>Business Operations/Fiscal Services</u>	Title: Assistant Superintendent		
Date:	Date:		
Board Approval Date: March 10, 2014	95-288-7481		
	Employer/Taxpayer Identification Number (EIN)		

Title: ICT Project Orange County – C-STEM (Computing-STEM) Pilot Project

Grant Proposal Submitted By: Merry Kim College/School: Coastline ROP Fiscal Agent: Coastline ROP Project Coordinator: Merry Kim Email Contact: <u>mkim@coastlinerop.net</u> Phone Contact: (714) 429-2242

Date of Submission: February 2014

ABSTRACTt:

Coastline ROP would like to request mini grant funds to support a countywide project, "**ICT Project Orange County – C-STEM (Computing-STEM).** The goal of the C-STEM Pilot Project is to provide OC Middle School, High School and College students and teachers with an exciting opportunity to learn and utilize UC Davis C-STEM Center's innovative educational program which integrates computer programming, robotics, Algebra/math and digital media into teaching STEM subjects – a dynamic, multi-dimensional and fun combination. Twenty-five middle school, high school and college IT/ICT, Math, and DMA teachers are participating in this Pilot Project.**

Within two months of Dr. Harry Cheng of UC Davis' presentation on C-STEM Program in Orange County, Coastline ROP launched this pilot project in January 2014 – very quickly through obtaining and weaving various grant funds, partnership support, and rapid teacher recruitment. To-date, each participating Pilot Project Teacher received a set of 5-LinkBots (modular robots), software, books, and 2-day training. While more supporting activities and materials are planned and the total benefits received by participating schools is significant in terms of dollars, a set of 5 LinkBots is not enough for classes of 25-40 eager students who all want their turns with Linkbots. Students' practice working with LinkBots is especially important since the capstone event for this countywide project is for 1-3 student teams from each participating school to compete in Orange County's first C-STEM RoboPlay Challenge and Video RoboPlay Competition on May 17, 2014.

To maximize learning, it is essential that a class of 25-40 students have access to more than 5 LinkBots as it is difficult to enable student participation to a degree that will be most effective from a teaching and learning standpoint. With this mini-grant proposal, Coastline ROP would like to request \$10,000 to purchase ten start-up kits (of 5 LinkBots) for C-STEM Pilot Project teachers who demonstrate highest level of interest in the C-STEM Program (Computing-STEM + Algebra + Digital Media Arts) through innovative ideas on implementation and pedagogy. Receiving this grant will mean that these teachers will have a total of 10 LinkBots for their classes.

**In the Addendum section, C-STEM supporting documents are provided.

NARRATIVE:

In Orange County, ICT is a sector that is critical to the growth and prosperity of the region.

According to the Orange County Workforce Indicators Report 2013-14,

- A highly skilled Information Technology workforce is essential to driving economic growth in a fast growing knowledge-based economy
- The average IT salary is \$83,078, which is about \$28,000 higher than the county's annual average salary for all industries
- Three of the top six occupations with the most job ads/openings in OC are related to Information Technology
- The key issues to address in the coming years is in supplying employers with a steady pipeline of students and technicians qualified to fill gaps in IT employment county-wide
- Specialized skills derived from the STEM (science, technology, engineering and mathematics) disciplines are widely applicable to a large number of Orange County businesses today and in the foreseeable future

However, in the educational sector at the K-12 level and - to a lesser degree at the community college level - there has been a lack of well-developed pathways of programs in Computing/Programming, Robotics and ICT in general. There are stand-alone courses offered and sometimes a sequence. There is much room for improvement. Furthermore, the study of Algebra, the gatekeeper for STEM disciplines has been problematic for many students year after year, including college students who struggle with remedial Algebra courses.

It is a well-repeated fact that our students' achievement in mathematics and science lags behind Asia and Europe. Data indicates that that in science, American eighth-graders were outperformed even by such small countries like Estonia and Taipei. In Math, our students were outperformed by their peers in 14 countries, including much smaller nations of Hungary and Slovak Republics. A national alarm has been sounded to increase student achievement in mathematics and science and to expand STEM education and career opportunities. In California, under the leadership of California Community Colleges' Vice Chancellor of Economic and Workforce Development, this translated into an initiative on "Doing What Matter for Jobs and Economy.

For community college and K-12 educators, then, "Doing What Matters for Jobs and Economy" means preparing students for high-growth and high-wage jobs like those in the field of ICT. It also means students preparing student who have strong background in STEM, especially in math and sciences. Only well-prepared students can competently compete with their peers internationally – on achievement and on jobs.

In our region, the ICT-Project Orange County: C-STEM Pilot has been launched to prepare our students to compete with their peers in a global economy and to prepare students for high-wage, high-growth ICT jobs. In specific,

OBJECTIVES of the C-STEM Pilot Projects are to:

- Address the skills gap and achievement gap existing in the field of ICT and in Algebra;
- Promote awareness and interest in the Information Communication Technology (ICT) field as a pathway of study and career for K-14;

- Create a network of ICT/DMA/STEM teachers through participation in the C-STEM Pilot Project and common professional development meetings/workshops;
- Provide students with the opportunities to be engaged in hands-on personalized and collaborative learning strategies aligned with Common Core State and CTE Model Curriculum standards;
- Develop students' critical thinking and problem-solving skills through project-based computing, robotics and math-integrated C-STEM activities;
- Increase the level of connectivity between (1) faculty-to-faculty and (2) students-tostudents at the middle school, high school and college levels.
- Create an opportunity/opportunities for faculty to connect with industry members;
- Showcase Pilot Project student learning/accomplishments at the RoboPlay Challenge Competition and Video Roboplay Competition (1st C-STEM Competition in Orange County) on May 17, 2014. Student teams will compete in two competitions – RoboPlay (robotics and programming) and Video (ICT/Robotics/DMA) – utilizing their LinkBots;
- Inspire students to pursue computing and STEM related careers and post-secondary study;
- Contribute to closing the achievement gap and preparing students to be career and college ready, especially in a high-growth, high-wage ICT fields and the converging areas of ICT and DMA (e.g. interactives, mobile apps).

The C-STEM Pilot Project started with financial support from Vital Link/OC WIB's Department of Labor \$3 Million Dollar Grant on ICT. Then the Coast Community College District provided additional financial support as well as the participating districts/ROPs. To-date, this project has been on a build-as-we-go model and will continue to be so until the C-STEM Competition on May 17th. Receiving ICT/DMA mini-grant support will be very important in providing teachers and students with more hands-on experience and, if granted, will be another important milestone for the C-STEM Pilot Project, directly impacting the success and students' learning experience.

The UC Davis C-STEM Center is headed by Dr. Harry Cheng, Professor, Dept. of Mechanical and Aerospace Engineering at UC Davis. He developed the LinkBots that are easy enough for elementary school students to work with and yet complex enough to be the subject of doctoral dissertations. In essence, LinkBots are small robots that can be adapted to a variety of applications. They are modular and several can be "linked" together to form a larger unit, or operated separately to perform actions directed by software independently of each other. They have advanced features found in the newest robotics systems. Only available since late 2012, the devices are controlled by an internal microcontroller; the same processor used for Arduino Linkbot systems (An ATmega328 AVR-RISC processor). LinkBots were designed by Dr. Cheng and are now produced and sold by Barobo Inc.

Each LinkBot is equipped with a rechargeable lithium-ion battery, 2 servo-motors to provide movement when wheels are attached or when connected to other LinkBots, and a 3-axis accelerometer to sense motion or direction of movement. LinkBots also have built-in 2 way radio frequency communication with a 100 meter range using the ZigBee radio protocol. ZigBee communications allows LinkBots to send "messages" to other LinkBots for control or feedback. There is also an external connector for attaching accessory sensors (vision, Bluetooth, sonar, etc) using the I2C protocol for robotics. LinkBots can be programmed in C, C++, Ch or Python languages. They are designed for classroom use and are robust and durable. Most importantly, they are innovative and fun learning tools for students.

The C-STEM Pilot Project provided teachers with a class set of licenses for Ch software, books designed for use with both LinkBots and Ch software to learn computer programming and improve math skills at the same time. Ch is a variant of the C computing language, developed by Dr. Cheng, and facilitates learning computing as it is simpler and more straightforward than C or C++. However, all coding techniques learned by using Ch are directly applicable to either C or C++. Dr. Cheng has also written 5 books and developed a curriculum organized around the use of Linkbots to promote the learning of computer programming skills and improving the mathematics and engineering skills of students.

In closing, the C-STEM Pilot Project is focused on improving the Computing, Science, Technology, Engineering, Mathematics and creative skills (through DMA) of students in Orange County. This project is in alignment with the goals of the national agenda to improve math and science education, K-12 system, and Community College's "Doing What Matters for Jobs and Economy."

WORK PLAN

Timeline	Activities	Performance Outcomes/Evidence of Activity Completion
Feb. – Mar. 2014	Project Coordinator (PC) places an order for the LinkBot sets.	Order form, P.O., and invoice
	PC notifies the Pilot Project teachers of new grant funding and the opportunity for them to apply to receive 5 additional LinkBots (Package D). Teachers are required to submit a request with narrative and plan on how they plan to utilize the additional LinkBots to enhance student learning.	Written Requests for additional LinkBots and submitting teachers' accompanying instructional lessons/plans
	PC and a Golden West College IT Instructor will select submissions with the most creativity and innovation.	Selected submissions
	PC notifies teachers who will receive 5 additional LinkBots and distributes them.	LinkBot receipt forms signed by teachers.
	PC provides bi-monthly report to ICT/DMA DSN	Submitted bi-monthly report
March – May 2014	PC/Pilot Project Teachers share student work and digital media of students learning with Linkbots. These are compiled for marketing, publicity, and grant reporting purposes.	Student work/projects, photos/videos of students interacting with LinkBots
	PC provides bi-monthly report to ICT/DMA DSN	Submitted bi-monthly report
May 17, 2014	ICT – Project Orange County: C-STEM Project student teams compete in OC's First C-STEM Competition.	C-STEM Competition Brochures
June/July 2014	PC submits grant completion report to DSN. Complete invoicing.	Grant completion report with supporting materials.

PROPOSED BUDGET

Title: ICT Project Orange County – C-STEM (Computing-STEM) Pilot Project

Object of Expenditures	Description	Amount
Expenditures 1000 4000	Instructional Salaries (Certificated Salaries) Instructional Supplies and Materials: UC Davis C-STEM LinkBots 10 packages of C-STEM Package D – Start Up Kit \$915 + tax + shipping = \$993 \$993 x 10 = \$9,930 Each package includes the following: • LinkBot-I (Quantity = 4) • LInBot-L (1) • Snap Connector (8) • Caster (2) • 3.5' Wheel (8) • Bridge Connector (2) • Gripper & Cube Connectors (1 each) • Soccer Connector (2) Order through: UC Davis C-STEM Center or Barobot (2 Packages of C-STEM Package D will be allocated to College 8 Packages of C-STEM Package D will be allocated to MS/HS/ROPs.)	\$9,930
	Plastic containers and/or bags for Linkbots Binder and USB Drive	\$70
	TOTAL Mini-Grant Fund Requested	\$10,000

Educational & Community Partners

- Coastline ROP Merry Kim
- Golden West College Herb Cohen
- Vital Link/OC WIB
- Coast Community College District
- Business & Community Partnerships
- All Participating School Districts/ROPs and Colleges: Newport-Mesa USD, CTEP, Irvine Unified, Saddleback Valley Unified, Huntington Beach Union High, Orange Unified, Santa Ana Unified, Golden West College, Coastline ROP
- Irvine Valley College
- Irvine Chamber of Commerce
- Orange County Business Council

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND COASTLINE REGIONAL OCCUPATIONAL PROGRAM (ROP)

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Coastline Regional Occupational Program (ROP) Merry Kim 1001 Presidio Square Costa Mesa, CA 92626 (714) 429-2242 <u>mkim@coastlinerop.net</u> Herb Cohen – <u>hcohen@gwc.cccd.edu</u>

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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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	Coastline ROP
By:	By:
Name: Peter J. Hardash Vice Chancellor	Name: Carol Hume
Title: Business Operations/Fiscal Services	Title: Assistant Superintendent
Date:	Date:
Board Approval Date: March 10, 2014	95-288-7481 Employer/Taxpayer Identification Number (EIN)
Contract No. DO 14 2211 02	
Contract No. DO-14-2311-03	ICT/ Digital Media DSN Grant
Grant #13-158-006	5.2 (15) Page 4 of 4

Title: ICT Project Orange County – Game-A-Thon & C-STEM Competition

Grant Proposal Submitted By: Herb Cohen & Merry Kim College/School: Golden West College & Coastline ROP Fiscal Agent: Coastline ROP (Coastline ROP is the fiscal agent as its process for accepting and processing grant fund is easier and quicker.) Project Coordinators: Merry Kim & Herb Cohen Email Contact: <u>mkim@coastlinerop.net</u>; <u>hcohen@gwc.cccd.edu</u> Phone Contact: (714) 429-2242

Date of Submission: February 2014

ABSTRACT:

Under the umbrella initiative of ICT – Project Orange County, two student competitions are being organized: (1) Game-A-Thon and (2) C-STEM (Computing-STEM) Roboplay Challenge and Video Competitions. Coastline Regional Occupation Program (ROP) and Golden West College are collaborating on the organization of these events, and we are requesting funding in the amount of \$10,000. Orange County's first annual Game-A-Thon software coding event will be held in late spring of this year; in a related but separate effort, the UC Davis C-STEM Competition (RoboPlay Challenge Competition and Video RoboPlay Competition) will be held on May 17.

An expected outcome of the Game-A-Thon and the C-STEM Competition – both of which integrate science/math & the digital media and technology & the arts - is that it will inspire other students, who might think that advanced technology is beyond them, to believe that they too, could participate in this area of technology learning and job growth and become interested in ICT/STEM areas for possible careers. Further, both events will congregate and provide opportunities for connecting the ICT/DMA instructors at the high school and college levels and industry members with the educators – not to mention students at the K-12 and post secondary levels.

NARRATIVE & OBJECTIVES:

A national need has been declared to increase student achievement in mathematics and science and expand STEM (Science, Technology, Engineering, and Mathematics)

education and career opportunities to all students and to underrepresented groups, including women and minorities, in particular.¹

Also, any keen observer of the fields of ICT (Information, Computing and Technology) and DMA (Digital Media and Arts) will see that there is a convergence between these to fields. Software developers are in greater need of quality digital media/art and digital artists are finding that they need greater understanding of the techniques of code development to effectively do their job.² The advent of 3-D printing, laser art and design, digital rendering and other technology-based art endeavors, illustrates the need among artists to learn and utilize computer software code to fully master the challenges of arts in the future.

To support the need for improvement in mathematics and science at all levels, and to foster the growing convergence of art and technology among students, Coastline ROP and Golden West College propose to establish a Game-A-Thon competition among Orange County High School and college students in support C-STEM (Computing-STEM) development. The event will promote sustainable STEM cultures that support hands-on project-based learning and provide a purposeful use of student talent in pursuit of awards and scholarships and recognition of their efforts in the C-STEM area. Also, STEAM, the integration of Arts into the STEM curriculum will be enhanced, and students in the arts will be encouraged to team with computer science students to create projects that are innovative and unique. An expected outcome of the Game-A-Thon combination of technology and the arts, is that it will inspire other students to become interested and participate in this area of technology learning and job growth.

The event will be all-day long and the focus will be on the development of mobile device application software by the student teams. The theme for the event will be games for education and learning. Student teams will be given a set of specifications at the outset

¹ Why STEM education is important -

http://www.isa.org/InTechTemplate.cfm?template=/ContentManagement/ContentDisplay.cfm&ContentID=83593 ² 15 Innovations That Have Defined Digital Art - http://www.complex.com/art-design/2013/12/digital-art-technology/

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of the event and will have a limited time to design, develop, build, and test and then provide an oral presentation about their mobile software. At the end of the event, judges will decide on the best team efforts and an awards ceremony will identify the successful teams, prizes, and scholarships, and provide recognition for sponsors and participants.

Coastline ROP and Golden West College will solicit entry teams from Orange County K-12 and community colleges. Currently, Brea-Olinda High School, Northwood High School, and Fountain Valley High School computer programming teachers have expressed strong interest in participating. Further, many of the community colleges in Orange County (Coastline, Santiago Canyon, Orange Coast, Golden West, Irvine Valley, Fullerton) have IT/ICT programmatic offerings and enthusiastic instructors who will be tapped for their expertise and participation. A venue will be determined at a location convenient for all participants and sponsorship for the event will be solicited from business and non-profit entities in Orange County to provide additional funding for the event. Sponsors will be identified by level of financial participation and involvement and will receive recognition in all event publications and publicity.

We believe that this event in May will become an important facet of C-STEM education in Orange County and will promote the development of the requisite skills necessary for success in this most important educational area. It is hope that this Game-A-Thon will become the first of many to come and that students will look forward to this event at the beginning of each school year in September and work to prepare for it by enhancing their C-STEM knowledge and skills.

Student benefits will include: greater experience in designing, developing, testing and using software, and improving softskills necessary for today's business environment, such as public communication, developing presentation material, writing, and describing technology concepts and systems in clear business terms. It is also expected that instructors at middle school, high school and college levels will find ways to network and develop clear pathways for students in their educational advancement as a result of

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their involvement in the Game-A-Thon event. Further, recent evidence shows that students with a background in C-STEM are more successful in the job market throughout their careers. (See chart)

In addition, Orange County professionals in the C-STEM field, computing science professors, and graduate students in computer science in local universities (UC Irvine, Cal State Fullerton and Long Beach) will be contacted to provide educational seminars relevant to C-STEM for parents of students, the public and interested observers of the event. Seminar topics or training will include, but will not be limited to: game computing, technology development, mathematics used in business and computing, job opportunities in science, technology, engineering and computing in Orange County and Southern California. It is expected that the Game-A-Thon Advisory Committee will provide advice, direction and structure, and the plan outline above may be subject to modifications.

These professionals and educators could also serve as mentors for the teams during the competition and provide networking to industry for future employment. Students will be able to form connections among each other for future networking to enhance their careers and job prospects.

Funds for the event will be used for: rental of event facilities and facilities support staff, website development, marketing, publicity, organizing, managing and security staff, training sessions for volunteers and related supplies and materials for the organization of the Game-A-Thon. The fund will <u>not</u> be used for food, prizes or any take-aways for students. Coastline ROP and partners will raise additional funds from other sources to fund food items and take-aways for students and costs not covered by this mini-grant (if awarded).

In addition to providing funding for the Game-A-Thon, a portion of the mini-grant will be used for the organization of the UC Davis C-STEM Competition that will be held for the first time in Orange County on May 17, 2014. In Jauary 2014, Orange County middle

school, high school and college instructors in ICT/DMA, Math, and Science were trained by UC Davis C-STEM (Computing-STEM) Certified Trainers on how to teach UC Davis' C-STEM Program. The goal is to provide OC students and teachers with an exciting opportunity to learn and utilize UC Davis C-STEM Center's innovative educational program which integrates computer programming, robotics, Algebra/math and digital media into teaching STEM subjects – a dynamic, multi-dimensional and fun combination. Twenty-five middle school, high school and college IT/ICT, Math, and DMA teachers are participating in this Pilot Project. They are from Golden West College and school districts of Santa Ana Unified, Orange Unified, Irvine Unified, Saddleback Valley Unified, Huntington Union High, and Newport-Mesa Unified.

The goals of this one-semester C-STEM Pilot Project are to (1) address the skills gap and achievement gap existing in the field of ICT and in Algebra; (2) promote awareness and interest in the Information Communication Technology (ICT) field as a pathway of study and career for K-14; (3) connect teachers and students with post secondary levels, industry and available resources and training opportunities; and (4) create a network of ICT/DMA/STEM teachers. Through the launch of this C-STEM Pilot Project, students will be engaged in hands-on personalized and collaborative learning strategies aligned with Common Core State and CTE Model Curriculum standards. Pilot Project Teachers will be instrumental to the success of this "experiment" and will be provided with Linkbots, UC Davis developed curricula, software and more. Students and teachers participating in this project will showcase their accomplishments at the Math Programming, RoboPlay and Video Competitions (1st C-STEM Competition in Orange County) on May 17, 2014.

The organization of two student competition will support the growth of pipeline into **Orange County's** ICT is a sector that is critical to the growth and prosperity of the region.

According to the Orange County Workforce Indicators Report 2013-14,

- A highly skilled Information Technology workforce is essential to driving economic growth in a fast growing knowledge-based economy
- The average IT salary is \$83,078, which is about \$28,000 higher than the county's annual average salary for all industries

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- Three of the top six occupations with the most job ads/openings in OC are related to Information Technology
- The key issues to address in the coming years is in supplying employers with a steady pipeline of students and technicians qualified to fill gaps in IT employment county-wide
- Specialized skills derived from the STEM (science, technology, engineering and mathematics) disciplines are widely applicable to a large number of Orange County businesses today and in the foreseeable future

Both the Game-A-Thon and the C-STEM Pilot Project focuses on improving the Computing, Science, Technology, Engineering, Mathematics and creative skills (through DMA) of students in Orange County. These projects are in alignment with the goals of the national agenda to improve math and science education, K-12 sy stem, and Community College's "Doing What Matters for Jobs and Economy."

WORK PLAN

Timeline	Activities	Performance Outcomes/Evidence of Activity Completion
Feb. – May. 2014	Project Coordinators recruit and convene an advisory committee meeting for Game-A-Thon	Submitted bi-monthly report
	PCs will connect with industry member and teachers at the K-14 levels and recruit participants and volunteers	List of contacts and contact info
	PCs will work on all logistical details of the events – vendors, venue, etc. & provide bi-monthly report to ICT/DMA DSN	Submitted bi-monthly report
May 17, 2014	ICT – Project Orange County: C-STEM Project student teams compete in OC's First C-STEM Competition.	C-STEM Competition Brochures
April –June 2014	Game-A-Thon held	Game-A-Thon Brochures & photos and other.
June/July 2014	PC submits grant completion report to DSN. Complete invoicing.	Grant completion report with supporting materials.

PROPOSED BUDGET

Title: ICT Project Orange County – C-STEM (Computing-STEM) Pilot Project

Object of Expenditures	Description	Amount
1000	Instructional Salaries (Certificated Salaries)	
5000	Other Contracted Services: Cost of venue for Game-A-Thon & C-STEM Competition Cost of hiring security, staff, IT staff, and all other related costs for holding two events.	\$8,000
	TOTAL Mini-Grant Fund Requested	\$8,000

Educational & Community Partners

- Coastline ROP Merry Kim
- Golden West College Herb Cohen
- Vital Link/OC WIB
- Coast Community College District
- Business & Community Partnerships
- All C-STEM Pilot Project Participating School Districts/ROPs and Colleges: Newport-Mesa USD, CTEP, Irvine Unified, Saddleback Valley Unified, Huntington Beach Union High, Orange Unified, Santa Ana Unified, Golden West College, Coastline ROP
- Orange County Community Colleges
- Irvine Chamber of Commerce
- Orange County Business Council

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND COAST COMMUNITY COLLEGE DISTRICT

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and Coast Community College District on behalf of Golden West College (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Information and Communications Technology/ Digital Media" grant, (hereinafter "**Grant**"), #13-158-006, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Information and Communications Technology/ Digital Media" program, to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant; and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to provide the Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** titled "**Students Creating Mobile Apps for Local Small Business**" (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state's skills gap by providing indemand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. <u>Period of Performance</u>

The period of performance for this Agreement shall be from March 11, 2014 through December 15, 2014.

3. <u>Total Cost</u>

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan

activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Digital Media Center ATTN: Gustavo Chamorro, ICT/Digital Media Deputy Sector Navigator 1300 S. Bristol Street Santa Ana, CA 92704

5. <u>Reporting</u>

SUBCONTRACTOR is responsible for completion and submission of all activity reports related to the Information and Communications Technology/Digital Media Grant to **Gustavo Chamorro, Deputy Sector Navigator via email at** *Chamorro_Gustavo@rsccd.edu*.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **December 15, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

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

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

Either party may terminate this Agreement, with or without cause upon fourteen (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.

13. Notices

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

Digital Media Center Gustavo Chamorro Deputy Sector Navigator/Project Director 1300 S. Bristol Street Santa Ana, CA 92704 (714) 241-5810 <u>chamorro_gustavo@rsccd.edu</u>

Golden West College Shin Liu, Project Director 15744 Goldenwest Street Huntington Beach, CA 92647 (714) 892-7711 *sliu@gwc.cccd.edu*

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

COAST COMMUNITY COLLEGE DISTRICT

By:	By:
Name: Peter J. Hardash	Name: Dr. Andrew C. Jones
Vice Chancellor	
Title: <u>Business Operations/Fiscal Services</u>	Title: Chancellor
Date:	Date:
	0.5. (00.0050
Board Approval Date: March 10, 2014	95-6002272
	Employer/Taxpayer Identification Number (EIN)

ICT/ Digital Media DSN Grant 5.2 (27) Page 4 of 7

Exhibit A

Project Title: Student Creating Mobile Apps for Local Small Business

Date: 2/01/2014

Request Submitted by: Shin Liu Microsoft Evangelist: Sam Stokes, Adam Tuliper, Bret Stateham, and Daniel Egan

Proposal Deadline:	12/15/2014	Total Request: \$	Up to \$10,000
Performance Period:	2014	Number of months/years:	1 year
Partner Organizations:	Local School Districts TBD	_	

Description of Need: What specific need or problem will the project address?

According to Morgan Stanley, 91 percent of adults keep their smartphones within arm's reach. And even more important to entrepreneurs and small businesses: 9 out of 10 mobile searches lead to action. More than half lead to sales. (http://www.forbes.com/sites/cherylsnappconner/2013/11/12/fifty-essential-mobile-marketing-facts/) Let's face it. Mobile devices have drastically shifted the online landscape to the point that 4 billion people out of 6.8 billion people on the planet at present own mobile phones. (But only 3.5 million use a toothbrush. Source: 60SecondMarketer.com.) In fact, 35 percent of Android and iPhone owners in the U.S. use apps such as Facebook before getting out of bed, according to a recent survey conducted by telecommunications equipment vendor Ericsson.

Creating Mobile Apps is easy and is becoming a very important skill that students should learn. Unfortunately, creating mobile apps is not in the high school curriculum at all. It is important to teach the teachers at high schools and middle school to create Mobile Apps. Through teachers, students can get the early access to learn to develop mobile apps.

Target Population: Who will the project serve? How many? How will the project identify them? This project will train about 20 Science and Math teachers from selected local high and middle schools (HS/MS) which will allow these teachers to teach up to 4,000 students on how to design mobile device applications (assuming each trained teacher instructs 200 MS/HS students.) Teachers with a willingness to participate will be invited by their school leadership to participate.

<u>**Project Description:**</u> What are the project's objectives and expected outcomes? Where will the project be carried out? How will you measure success?

The goal of the project is to train MS/HS teachers how to develop a mobile device application suitable for sale in the open App Market. This knowledge will be shared with their students in their classrooms. Depending on the grade level involved, student learning will range from introductory knowledge of app design all the way to completing an app design. Older students will be encouraged as entrepreneurs to sell their finished app designs in the App Store. Success of the project will be measured by the number of teachers who successfully learn to design an app and the number of teachers who integrate app development into their curriculum. The teacher training component will be conducted during a week summer sessions and/or a spring break intercessions. Teachers who successfully complete the app design training will be encouraged to train other teachers in the schools.

<u>Outcome</u>: Students will be trained and prepared for a Computer Science curriculum and many will become a Golden West College Computer Science major. Students will transfer into 4-year Universities as Computer Science majors. A significant increase in students with CS majors is expected.

HS/MS Teacher Training:

- This project will create templates used to teach Math and Science teachers from Middle school and High Schools to create mobile device applications to be sold in App Stores. http://apps.windowsstore.com/
- 2. Application Camps for Middle school and High School (MS/HS) teachers will be conducted to train teachers use templates to create applications during the summer camp.

HS/MS Student Learning:

Depending on the grade level, MS/HS teachers will help students create applications in their classrooms. During of the one-year grant period, Microsoft, Inc. and Professor Shin Liu will provide application design workshops for each Middle school and High school that participates in this project.

College App Day:

Golden West College will host an annually "App Day" event, which will be part of a Career Day event. The "App Day" event will showcase the best Apps created by the teachers and students from the participant schools.

College Implications:

This project will allow the Game Development certification at Golden West College to become more meaningful in today's job market with the focus on app design and completion. It will also align work experience and curriculum by reinforcing learned concepts as student tutors assist HS/MS teachers in training.

Sustainability: List those activities expected to continue after the grant ends. How will the activities be supported?

- Professor Shin Liu will develop the Mobile App workshop material.
- The cohort of HS/MS teachers trained during this project will be capable of training others.
- The App Design training templates will be completed and reusable by the school districts.
- At the end of the grant period Microsoft, Inc. will continue the HS/MS teacher training, outreach, and education program in the school districts.

Budget:

Estimated Budget Summary	Total
1000 Certificated Salaries (stipends)	
Faculty Stipends for Designing Curriculum, Implementing	
Activities and Presentation	
(Shin Liu)	
\$50/hour x 80 hours	4,000
Microsoft Evangelists Stipends for workshops presentations.	3,000
TOTAL PERSONNEL	7,000
2000 Materials and Supplies (ex. books, media, software,	
printing, postage, marketing etc.)	
Stamps, flyers to local High Schools and Middle Schools	1,000
Windows 8 touch laptop for App testing	2,000
TOTAL OPERATIONAL	3,000
Total	10,000

Facilities:

List the facilities and/or equipment the college will need to provide for this project:

Computer classroom at GWC

Institutionalization:

What is the effect on the college and/or division *if the project is continued* (institutionalized) after funding (i.e. new curriculum developed, increased FTEs by X%, need funds for software maintenance, need funds for grant staff, etc.)? Please mark all that apply.

FTE:	Curriculum:	Х	Staff Changes:		Facilities:		
Other (please exp	lain): <u>New</u>	short-tern	n CS Application E	Design Cei	tificate		
Project Will Not Be Continued After Grant Funding (Any Grant Staff Will Be Laid Off): X							
Approval Proces	<u>s:</u>						
Project Initiator/Leader Shin Liu Date							
Division Dean Ang	gela Allision					Date	

Sub-Agreement between RSCCD and SOCCCD

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and South Orange County Community College District on behalf of Irvine Valley College (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Information and Communications Technology/Digital Media" grant, (hereinafter "**Grant**"), #13-158-006, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Information and Communications Technology/Digital Media" program, to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant; and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to provide the Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. <u>Period of Performance</u>

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3. Total Cost

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Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Digital Media Center ATTN: Gustavo Chamorro, ICT/Digital Media Deputy Sector Navigator 1300 S. Bristol Street Santa Ana, CA 92704

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activity reports related to the Information and Communications Technology/Digital Media Grant to **Gustavo Chamorro, Deputy Sector Navigator via email at** *Chamorro_Gustavo@rsccd.edu*.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **December 15, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

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

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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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

Either party may terminate this Agreement, with or without cause upon fourteen (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.

13. Notices

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

Digital Media Center Gustavo Chamorro Deputy Sector Navigator/Project Director 1300 S. Bristol Street Santa Ana, CA 92704 (714) 241-5810 <u>chamorro_gustavo@rsccd.edu</u> Irvine Valley College Carolina Kussoy 5500 Irvine Center Drive Irvine, CA 92618 (949) 451-5451 <u>ckussoy@ivc.edu</u>

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By:			

 Name:
 Peter J. Hardash

 Vice Chancellor

 Title:
 Business Operations/Fiscal Services

Date:

Board Approval Date: March 10, 2014

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By:	
Name:	Debra L. Fitzsimons
	Vice Chancellor Business Services
Date:	

95-2479872

Employer/Taxpayer Identification Number (EIN)

Exhibit A

Information & Communications & Technology / Digital Media (ICT)

Mini-Grant Proposal

Irvine Valley College

February 2014 (rev. 2.0)

5.2 (35)

Abstract

The primary goal of this proposal is to develop a professional development program for Orange County high school and ROCP teachers, and community college faculty, to increase the teaching capacity in ICT/DM education. This proposal will provide in-demand skills training for educators that will deliver the courses required for industry and workforce training.

Activities

- Project Planning and Preliminary Design: The preliminary framework for program development will be refined through consultation with industry professionals and by adapting the information developed by Orange County Business Council and Orange County Workforce Investment Board into a viable pedagogy and curriculum framework. Program design will include development of learning outcomes and identification of deliverables for the program.
- **Course Development:** Develop up to three (3) courses that can be delivered to educators in various modalities. Course outlines and materials for face-to-face delivery, hybrid, and online self-paced instruction. Course development activities will take place in three phases: I) development of materials for face-to-face delivery; II) development of materials for hybrid and online training; and III) update and refinement of all program materials based upon evaluation of student learning and industry expert feedback.
- **Training Delivery:** Irvine Valley College instructors will offer the professional development program during the grant period. Traditional face-to-face class will begin in August 2014, a hybrid class will begin in October 2014, and a fully online self-paced class will begin shortly thereafter.

Deliverables and Timeline

Project Planning and Preliminary Design (by May 31, 2014):

- A listing of topics and modules for each course in the training program
- A description of the learning activities that will be incorporated into each course
- A course schedule for the program that will begin in April 2014

Course Development

- Phase I (by July, 2014): An outline for all courses is complete. Fully-developed materials for face-to-face training.
- Phase II (by September, 2014): Instructional design for hybrid and online course delivery is complete.
- Phase III (by December, 2014): Update and refine all materials based on assessment of student learning and industry expert input.

Training Delivery

• Each course will be offered during the grant period. The face-to-face classes will be offered in August 2014, the hybrid class will be offered in October 2014, and the fully online self-paced class will begin shortly thereafter.

Budget Estimate

Project Planning and Preliminary Design	\$2,000
Course Development	\$2,000
Training Delivery	\$4,000
	Total Estimate \$8,000

Primary Contacts

Carolina Kussoy Associate Professor Computer Information Management (CIM) School of Business Sciences E: <u>ckussoy@ivc.edu</u> D: 949..451.5451

Roopa Mathur, Ph.D. Professor Computer Information Management (CIM) School of Business Sciences E: <u>rmathur0@ivc.edu</u> D: 949.451.5244

Sub-Agreement between RSCCD and SOCCCD

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and South Orange County Community College District on behalf of Irvine Valley College (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Information and Communications Technology/Digital Media" grant, (hereinafter "**Grant**"), #13-158-006, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Information and Communications Technology/ Digital Media" program, to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant; and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to provide the Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. Period of Performance

The period of performance for this Agreement shall be from March 11, 2014 through December 20, 2014.

3. <u>Total Cost</u>

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,000.

4. Payment

Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Digital Media Center ATTN: Gustavo Chamorro, ICT/Digital Media Deputy Sector Navigator 1300 S. Bristol Street Santa Ana, CA 92704

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activity reports related to the Information and Communications Technology/Digital Media Grant to **Gustavo Chamorro, Deputy Sector Navigator via email at** *Chamorro_Gustavo@rsccd.edu*.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **December 20, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

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

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

Either party may terminate this Agreement, with or without cause upon fourteen (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.

13. Notices

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

Digital Media Center Gustavo Chamorro Deputy Sector Navigator/Project Director 1300 S. Bristol Street Santa Ana, CA 92704 (714) 241-5810 <u>chamorro_gustavo@rsccd.edu</u> Irvine Valley College Patricia Beckmann Wells, Ed.D. 5500 Irvine Center Drive Irvine, CA 92618 (818) 726-6557 pbeckmann@ivc.edu

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By:	By:
Name: Peter J. Hardash	Name: Debra L. Fitzsimons
Vice Chancellor	Vice Chancellor
Title: Business Operations/Fiscal Services	Title: Business Services
Date:	Date:
Board Approval Date: March 10, 2014	95-2479872 Employer/Taxpayer Identification Number (EIN)

Patricia Beckmann Wells, EdD. Assistant Professor Irvine Valley College (818) 726-6557

Maria Lepe, Business Services Coordinator 1300 S. Bristol St. Santa Ana, CA 92704 E-mail: <u>ml08616@rsccd.edu</u>

Mini grant proposal

Abstract of the Project:

Bring in area professionals to lead Master class events in high priority industry sectors. We seek to bring in four lecturers from the game industry to provide a master lecture and end-of-semester project critique. Short term goal is to establish relationships with local industry and inspire student performance. Long term goal is to establish relationships with professionals to participate in the new IMA capstone courses. These presenters will also help us select our curriculum advisory board. Area high school students and teachers are invited to attend the critique and career presentations that will be held in an auditorium.

Narrative:

- Curriculum Development
- Curriculum revision
- Articulation establishing career pathways
- Development of industry recognized certificates and workforce training

We seek to invite (2) lecturers in Spring of 2014, and (2) lecturers in Fall of 2015 to participate in DMA 98 3d modeling for games, and DMA 130 3d animation courses. This translates to (4) unique, separate, presenters. The two part presentation will be comprised of: (a) lecturer will represent a career pathway stemming from the topic course at mid-term and (b) lecturer will return end of semester to critique final student projects. Each lecturer will be paid a total of \$500.

The long term goal: participation in Capstone course. We are creating an industry sponsored course as a final course in all of the IVC IMA certificate degrees. Industry professionals will be invited to lead professional events wherein students participate based on their certificate skill sets. Animators will animate, modelers will design models, etc. We want to begin cultivating relationships that will eventually lead these courses. Ultimately, we will mold these courses and relationships into career pathways for students.

We will invite artists from Orange County employers Blizzard and Treyarch to participate, using an established network of known professionals.

Primary Contacts for the project:

Patricia Beckmann Wells, EdD. (818) 726-6557

Patricia Beckmann Wells, EdD. Assistant Professor Irvine Valley College

Budget information

Seeking \$2,000 to be paid to four individuals at \$500 each.

Schedule

Lecturer 1 – DMA 98

March 19th, 2014 career presentation: \$300

May 21st, 2014 critique of student work: \$200

Lecturer 2 – DMA130

March 21st,2014 career presentation: \$300

May 16th, 2014 critique of student work: \$200

Lecturer 3 – DMA 98

September 29th, 2014, career presentation: \$300

December 17th, 2014, critique of student work: \$200

Lecturer 4 – DMA130

September 26th, 2014, career presentation: \$300

December 19th, critique of student work: \$200

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Sub-Agreements between RSCCD an Program and Coast Community College District/O	6 1
Action	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Global Trade & Logistics Deputy Sector Navigator grant (#13-157-008) from the California Community Colleges Chancellor's Office Division of Workforce & Economic Development. The grant consists of two funding steams that include Deputy Sector Navigator funds (SB 1402 \$200,000) and In-Region Investment funds (SB 1070 \$100,000). The In-Region Investment funds will be used to assist economic and workforce regional development centers and consortia to improve careertechnical education pathways between high schools and community colleges by: increasing the readiness of middle school and high school students for- and access to- postsecondary education; increasing student success in postsecondary education and training; and increasing careers in high-need, high-growth, Global Trade and Logistics sector.

ANALYSIS

The Rancho Santiago Community College District will be collaborating with the Coastline Regional Occupational Program and the Coast Community College District to expand the Global Trade & Logistics sector by working with education partners to develop faculty externship and professional development opportunities to improve their delivery of career-oriented academic and technical education. The agreements' performance period is from March 1, 2014 to December 15, 2014 and includes the following:

Sub-Grantee	Contract No.	Amount
Coastline ROP	DO-14-2309-01	\$8,000
Coast CCD	DO-14-2309-02	\$8,000

The project administrator is Enrique Perez and project director is Jetza Torres.

RECOMMENDATION

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

Fiscal Impact: \$16,000	Board Date: March 10, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND Coastline Regional Occupational Program

This grant sub-agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the *Coastline Regional Occupational Program (ROP)* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Global Trade & Logistics" grant, (hereinafter "**Grant**"), #13-157-008, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Global Trade & Logistics" program (hereinafter "**Program**"), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant; and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. <u>Statement of Work</u>

SUBCONTRACTOR agrees to implement the "*Externship for CTE Educators in Orange County: Global Trade & Logistics*" project (refer to **Exhibit A**). **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. <u>Period of Performance</u>

The period of performance for this Agreement shall be from March 1, 2014, through December 15, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$8,000 USD.

4. Payment

Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR** upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Rancho Santiago Community College District Center for International Trade Development (CITD) ATTN: Jetza Torres, Global Trade and Logistics Deputy Sector Navigator 2323 North Broadway, Suite 328 Santa Ana, CA 92706

5. <u>Reporting</u>

SUBCONTRACTOR will provide monthly narrative reports due the last Friday of the month highlighting progress on objectives included in the project and a final narrative report at the stated completion date. **SUBCONTRACTOR** is responsible for completion and submission of all narrative reports related to this Agreement to Jetza Torres, Deputy Sector Navigator via email at torres_jetza@rsccd.edu.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for Program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **December 15, 2014**.

8. 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.

9. <u>Subcontract Assignment</u>

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

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

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

Rancho Santiago Community College District Center for International Trade Development (CITD) Jetza Torres, Deputy Sector Navigator 2323 North Broadway, Suite 328 Santa Ana, CA 92706 (714) 564-5414 torres_jetza@rsccd.edu

Coastline ROP (Subcontractor) Attn: Merry Kim 1001 Presidio Square Costa Mesa, CA 92626 (714) 429-2242 mkim@coastlinerop.net

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	<u>SUBCONTRACTOR</u> – Coastline Regional Occupational Program
By:	By:
Name: Peter J. Hardash	Name: Carol Hume
Vice Chancellor Title: Business Operations/Fiscal Services	Title: Assistant Superintendent
Date:	Date:
	95-288-7481 Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 10, 2014

Title: Externship for CTE Educators in Orange County: Global Trade and Logistics

Grant Proposal Submitted By: Merry Kim College/School: Coastline ROP Fiscal Agent: Coastline ROP Project Coordinator: Merry Kim Email Contact: <u>mkim@coastlinerop.net</u> Phone Contact: (714) 429-2242

Date of Submission: January 2014

Narrative:

The Great Recession in the U.S. has resulted in a record low employment level for American teen and young adults since World War II. Just three year ago, in July 2011, even recently graduated college students with bachelor's degrees faced 13.2% unemployment rate. While Orange County's economy is on track to recovery, "the persistently higher unemployment rates among American aged 18 to 24 reveal a generational divide in workers' access to employment opportunities and, by extension, economic prosperity." (p. 10 *OC Workforce Indicator 2013-14*)

In today's rapidly changing and highly competitive global economy, educators need to equip students with the tools necessary to thrive in an ever shifting and volatile economic landscape. Yet, before educators can teach, first, they themselves must be equipped with knowledge on emerging high-wage, high-growth industries in Orange County, workplace practices, policies, skills requirement and career opportunities.

In Orange County, there are four emerging industries which promise high-wage and high-growth opportunities: in 2012, these four cross-cutting clusters generated 246,634 jobs across 12 different industry clusters and paid wages that are nearly \$20,000 above the County average. International Trade and Logistics is one of the critical emerging industries and the focus of this mini-grant proposal.

Due to Orange County's geographic proximity to the ports of Long Beach and Los Angeles – not to mention, its well developed road system, rail lines and airports – international trade plays a very important role. For example, Los Angeles-Long Beach-Santa Ana ranks third in the nation for merchandise export volume, and exports generate approximately 13% of OC's gross metropolitan product. This industry is projected to support the traditional sectors and create "compelling opportunities" in employment and income generation for the county and its residents. (Source: Orange County Workforce Indicator 2013-14).

However, at secondary and post secondary levels, there is lack of awareness among the faculty, counseling, career advisement staff – let alone well-developed pathways or programs of study in International Trade and Logistics. Sometimes, stand-alone

courses are offered and, and in some instances, a sequence of courses. However, there is much room for improvement.

With this mini grant proposal Coastline ROP would like to propose "Externship for CTE Educators in Orange County: Global Trade and Logistics." The primary goal is to improve teachers' understanding of International Trade and Logistics industry by connecting with local businesses and job shadowing/working alongside their employees. Such experiences will equip them to better inform students about high-wage and high-growth career opportunities, align their curriculum to industry needs, enhance relevance of classroom learning. Educators who are knowledgeable about local economy and workforce development needs can better prepare and train student to thrive in an increasingly competitive and shifting economic landscape. Furthermore, externship experience in this field will provide teachers with valuable insights about the specific needs related to working with countries around the world – an area of critical importance for the future of our students.

The goal is to have 6-8 educators participate in externship experiences by fall of 2014.

Objectives are to:

- Connect with the Int'l Trade and Logistics Deputy Sector Navigator and obtain information on International Trade and Logistics to be shared with college and high school/ROP faculty and counseling/career advisement staff.
- Create awareness on the current and emerging role of Int'l Trade and Logistics in Orange County's economy.
- Address the importance of Int'l Trade and Logistics and career opportunities that exist for both high school and community college students.
- Address the importance of understanding and gaining proficiency in crosscultural communication skills and soft skills.
- Disseminate the presentation/curricular materials created by Int'l Trade and Logistics Externship participants.
- Start the process of building relationships with local companies in the field of Int'l Trade and Logistics.
- Develop externship opportunities for 6-8 externship participants which include:
 - 1. Community college professors and high school teachers
 - 2. Community college and high school liaisons/influencers to faculty and students (e.g. counseling/career advisement staff)
- Specific goals of the externships are to:
 - 1. *provide teachers with unique and transformative professional development* opportunities to connect with Orange County Int'l Trade and Logistics companies and become immersed in the daily operation of the companies for the duration of the externship.
 - 2. provide teachers with opportunities to learn about workplace practices, policies, skills requirements and career opportunities for students.

- 3. bridge teachers' understanding and improve pedagogical practices by incorporating labor market information and current industry standard employment skills.
- 4. increase the level of connectivity and alignment between (1) faculty-tofaculty and (2) faculty-to-counselors/career advisement staff at both the secondary and post-secondary levels.
- 5. increase the level of connectivity between educators and local companies at both the secondary and post-secondary levels.
- Depending upon the availability of companies to host externship teachers and participant schedules, the following externship experiences and designated stipend amounts will be available:
 - 1. 1/2 day job-shadowing, or
 - 2. 1 day job-shadowing/externship experience, or
 - 3. Multi-day externship experience (maximum 2 weeks) at one company
 - 4. Any combination of 1, 2 or 3 options at multiple companies

Note:

This grant proposal has been planned and designed in partnership between Coastline ROP and Orange Coast College. We have submitted two grant proposals, one from each institution. Our goal is to provide educators with learning experiences that incorporate "breadth" and "depth": through OCC's proposed grant proposal, we would like to provide a professional development opportunity for as many educators as the grant fund makes possible on critical topics across the field. Through Coastline ROP's grant proposal for educator externships, we would like to provide a more in-depth learning experience for a smaller group of educators. Both institutions will collaborate to make the professional development effective for both the secondary and post-secondary sectors.

EXHIBIT A

WORK PLAN

Timeline	Activities	Performance
		Outcomes/Evidence of Activity Completion
Mar. – Aug. 2014	Project Coordinator connects with the DSN on International trade and Logistics to obtain information. Project Coordinator (PC) conducts research on OC Int'l Trade and Logistics companies, associations, and other resources.	Listing of Orange County firms in Int'l Trade and Logistics and contact information; relevant OC resources and research information.
	PC finalizes the details of externship opportunities to create recruitment and communication materials for teachers/counselors/career specialists.	Informational materials shared with faculty/ counselors/career specialists and local companies targeted for recruitment for Educator Externship Project
	PC makes connections with OC companies and recruit companies willing to host externship teachers.	List of companies and professionals contacted
Sept. – Oct. 2014	PC works with OCC liaisons to share information and coordinate recruitment effort on the project	Email addresses of contacts expressing interest
Sept. – Nov. 2014	Externships are hosted through various International Trade and Logistics companies for instructional and counseling/career advisement staff from Orange County high school/ROP and college sectors.	Externship application forms
Nov.– early Dec. 2014	All externship participants attend a mandatory meeting and present to fellow participants and other educators on their externship experience.	Agenda Sign-In Sheet Presentation/Curricular Materials created Evaluation/Suggestion Forms
	Grant completion report submitted to DSN. Complete invoicing.	All project related materials are gathered and submitted as one report.

PROPOSED BUDGET FOR PROJECT

Object of Expenditures	Description	Amount
1000	Instructional Salaries (Certificated Salaries) Stipends to instructional staff and certificated counseling staff to participate in professional development workshop on the topic of International Trade and Logistics (This includes salary of Project Coordinator - \$1,400)	\$6,400
2000	Classified Salaries (High School/ROP Career Specialists)	\$1,000
4000	Supplies and Materials Meeting Supplies, including curricular and resource materials and supplies; food/drinks,	\$600
5000	Other Operating Expenses	
Total Requested		\$8,000

Educational & Community Partners

- Orange Coast College Von Lawson & Carol Lerman of OCC Career Services
- Orange County Business Council
- Irvine Chamber of Commerce

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND Coast Community College District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 10th day of March 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the *Coast Community College District* on behalf of *Orange Coast College* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Global Trade & Logistics" grant, (hereinafter "**Grant**"), #13-157-008, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the "Global Trade & Logistics" program (hereinafter "**Program**"), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant; and

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

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. <u>Statement of Work</u>

SUBCONTRACTOR agrees to implement the "*Professional Development for CTE Educators in Orange County: Global Trade & Logistics*" project (refer to **Exhibit A**). **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. <u>Period of Performance</u>

The period of performance for this Agreement shall be from March 1, 2014, through December 15, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$8,000 USD.

4. Payment

Fifty percent (50%) of the award amount will be provided to **SUBCONTRACTOR** upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Rancho Santiago Community College District Center for International Trade Development (CITD) ATTN: Jetza Torres, Global Trade and Logistics Deputy Sector Navigator 2323 North Broadway, Suite 328 Santa Ana, CA 92706

5. <u>Reporting</u>

SUBCONTRACTOR will provide monthly narrative reports due the last Friday of the month highlighting progress on objectives included in the project and a final narrative report at the stated completion date. **SUBCONTRACTOR** is responsible for completion and submission of all narrative reports related to this Agreement to Jetza Torres, Deputy Sector Navigator via email at torres jetza@rsccd.edu.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for Program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **December 15, 2014**.

8. 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.

9. <u>Subcontract Assignment</u>

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

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

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

Rancho Santiago Community College District Center for International Trade Development (CITD) Jetza Torres, Global Trade and Logistics Deputy Sector Navigator

2323 North Broadway, Suite 328 Santa Ana, CA 92706 (714) 564-5414 torres_jetza@rsccd.edu

Orange Coast College (Subcontractor) Attn: Carol Lerman and Von Lawson 2701 Fairview Road Costa Mesa, CA 92628-5005 (949) 770-3133 and (714) 432-5575 clerman@occ.cccd.edu

ARTICLE II

1. Legal Terms and Conditions

This project 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. 11/2012 and Article II, Rev. 11/2012), 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	<u>SUBCONTRACTOR</u> – Coast Community College District
By:	By:
Name: Peter J. Hardash	Name: Andrew C. Jones, Ed.D.
Vice Chancellor Title: Business Operations/Fiscal Services	Title: Chancellor
Date:	Date:
	95-6002272 Employer/Taxpayer Identification Number (EIN)
Board Approval Date: March 10, 2014	

Title: Professional Development for CTE Educators in Orange County: Global Trade and Logistics

Grant Proposal Submitted By: Carol Lerman & Von Lawson College/School: Orange Coast College Fiscal Agent: Orange Coast College Project Coordinator: Carol Lerman Email Contacts: clerman@occ.cccd.edu vlawson@occ.cccd.edu Phone Contacts: Carol Lerman (949) 770-3133 - Von Lawson (714) 432-5575

Date of Submission: January 2014

Narrative:

Due to Orange County's geographic proximity to the ports of Long Beach and Los Angeles – not to mention the well developed freeway and road system for fleet transportation and rail lines and airports – international trade has played an important role in Orange County's economy. The County has fostered close trade relationships with growing economies of China, Japan, South Korea, Mexico and Canada.

According to the Orange County Workforce Indicators Report 2013-14, Los Angeles-Long Beach-Santa Ana ranks third in the nation for merchandise export volume and generates 13% of OC's gross metropolitan product from exports. International trade, further, is one of the four emerging sectors in Orange County that has been identified to drive employment growth and new high-wage occupations within the count's major industries. It is expected to support both traditional sectors and become major individual source of employment and income generation for county and its residents. The average wage for this sector has been nearly \$20,000 above the Orange County average. (Source: OC WIB 2013-14).

However, in the educational sector at both high school and college levels, there has been a lack of awareness among the faculty, counseling, career advisement staff – let alone a well-developed pathway of program in International Trade and Logistics. There are stand-alone courses offered and sometimes a sequence. However, there is much room for improvement.

With this grant RFA, OCC would like to propose conducting a training/workshop for Orange County high school/ROP and college instructors, administrators and counseling/career advisement on critical topics of International Trade and Logistics. Our goal is to have 20-50 educators trained by fall of 2014. Our objectives are below.

Objective:

• Connect with the Int'l Trade and Logistics Deputy Sector Navigator and obtain information on International Trade and Logistics to be shared with college and high school/ROP faculty and counseling/career advisement staff.

- Create awareness on the current and emerging role of Int'l Trade and Logistics in Orange County's economy.
- Explore the feasibility of including Int'l Trade and Logistics a supplemental content for existing courses in the Business & Finance industry sector and other sectors as applicable.
- Address the lack of awareness on the importance of Int'l Trade and Logistics and career opportunities that exist for both high school and community college students.
- Develop professional development workshop/training programs to increase the awareness of Orange County companies in the field of Int'l Trade and Logistics
- Develop training/workshop for three targeted groups of 20-50 participants which include:
 - Community college professors and high school teachers
 - o Community college and high school administrators/classified
 - o College and high school/ROP counseling/career advisement staff

Note:

This grant proposal has been planned and designed in partnership between Coastline ROP and Orange Coast College. We have submitted two grant proposals, one from each institution. Our goal is to provide educators with learning experiences that incorporate "breadth" and "depth": through OCC's proposed grant proposal, we would like to provide a professional development opportunity for as many educators as the grant fund makes possible on critical topics across the field. Through Coastline ROP's grant proposal for educator externships, we would like to provide a more in-depth learning experience for a smaller group of educators. Both institutions will collaborate to make the professional development effective for both the secondary and post-secondary sectors.

EXHIBIT A

WORK PLAN

Timeline	Activities	Performance Outcomes/Evidence of Activity Completion
March – August 2014	Project Coordinator connects with the DSN on International trade and Logistics to obtain information.	Draft workshop agenda and program
	Project Coordinator (PC) researches possible topics on International Trade and Logistics for professional development workshop and shortlists potential presenters/companies.	List of companies and professionals contacted
	(PC) Outreaches and make connections with OCC faculty on the topic of Int'l Trade and Logistics	Informational materials that were shared with faculty/counselors/career specialists
	PC Creates awareness and recruits for professional development workshop participation	Email addresses of contacts expressing interest
	PC works with HS/ROP Education & Partnership Development Specialist to share information and coordinate effort on the project	
September – October 2014	PC finalizes the professional development workshop agenda/program; creates marketing materials; recruits participants and makes other related arrangements.	Marketing flyer RSVP list
October – November 2014	Professional development workshop is held for instructional and counseling staff from Orange County high school/ROP and college sectors.	Agenda Sign-In Sheet Evaluation/Suggestion Forms
November – December 2014	Grant completion report submitted to DSN. Complete invoicing.	All project related materials are gathered and submitted as one report.

EXHIBIT A

PROPOSED BUDGET FOR PROJECT

Object of	Description	Amount
Expenditures		
1000	Instructional Salaries (Certificated Salaries) Stipends to instructional staff and certificated counseling staff to participate in professional development workshop on the topic of International Trade and Logistics (This includes Project Coordinator Stipend of \$1,400)	\$5,200
2000	Classified Salaries (High School/ROP Career Specialists) Classified Clerical Support	\$1,000 200
4000	Supplies and Materials Meeting Supplies, including resource materials and supplies, food/drinks,	\$600
		\$
		\$
5000	Other Orgensting European	¢1 000
5000	Other Operating Expenses Presenter/workshop fee (if this is not used, it will be allocated to 1000 category for additional instructional staff stipend)	\$1,000
Total Requested		\$8,000

Educational & Community Partners

- Coastline ROP Merry Kim, Education & Partnership Development Specialist
 Orange County Business Council
- Irvine Chamber of Commerce

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Sub-Agreement between RSCCD and City C	College of San Francisco
Action:	Request for Approval	

BACKGROUND

RSCCD's ICT/Digital Media Sector Navigator's role is to connect industry and employers with the community colleges, disseminate up-dated information on ICT/Digital Media industry trends and workforce needs, and to serve as a hub for workforce and economic development information and resources pertaining to these industries for community colleges throughout the state.

ANALYSIS

The Sector Navigator held the 2014 Winter ICT Educator Conference, in San Francisco, in partnership with City College of San Francisco. To encourage community college faculty participation, funds were allocated to cover the costs of attending the conference. The partner's scope of work performed through this sub-agreement is to manage and facilitate faculty's registration and attendance at the conference, and reimbursement of related costs.

Administrator: Enrique Perez.

RECOMMENDATION

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

Fiscal Impact: \$10,000	Board Date: March 10, 2014
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Sub-agreement between RSCCD and City College of San Francisco

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND City College of San Francisco

This Grant Sub-Agreement (hereinafter "Agreement") is entered into between Rancho Santiago Community College District (hereinafter "RSCCD") and the City College of San Francisco (hereinafter "SUBCONTRACTOR").

WHEREAS, RSCCD was awarded a "Sector Navigator – Information Communications Technology/Digital Media Sector" grant, (hereinafter "**Grant**"), #13-151-006, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Program, to improve the alignment of community college programs with employers and industry workforce needs in the sector,

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant, and

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

NOW, THEREFORE the RSCCD and SUBCONTRACTOR do covenant and agree as follows:

ARTICLE I

1. Statement of Work

The SUBCONTRACTOR will facilitate faculty participation in the 2014 Winter ICT Educator Conference. See Exhibit A Scope of Work and Event Flyer.

2. Period of Performance

The period of performance for this Agreement shall be from January 6, 2014 through January 21, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Reporting

SUBCONTRACTOR will provide documentation of activities and expenditures to substantiate work performed by February 25, 2014.

5. 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 disallowment of Grant funds.

6. 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.

Contract #: DO-14-2535-02 Grant No.: #13-151-006 Sector Navigator ICT/Digital Media 5.4 (2) Page 1 of 4

7. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Termination

Either party may terminate this Agreement, with or without cause upon sixty (60) 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 GRANT expenditures. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

9. 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.

10. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall by email communication or in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:

Enrique Perez, Program Administrator ICT Sector Navigator 2323 North Broadway, Suite 350, Santa Ana, CA 92706 perez_enrique@rsccd.edu, (714) 480-7460 cc: <u>Steve@wrightca.com</u>, (805) 231-8444

City College of San Francisco: Pierre Thiry, MPICT Center CCSF Box S107 50 Phelan Avenue, San Francisco, CA, 94112 <u>pthiry@ccsf.edu</u>, (415-239-3594)

Contract #: DO-14-2535-02 Grant No.: #13-151-006 Sector Navigator ICT/Digital Media 5.4 (3) Page 2 of 4 Sub-agreement between RSCCD and City College of San Francisco

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion) of all activities and outcomes. 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.

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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CITY COLLEGE OF SAN FRANCISCO

By:		By:
Name:	Peter J. Hardash	Name: Ronald Gerhard
	Vice Chancellor	Vice Chancellor of Finance and
Title:	Business Operations/Fiscal Services	Title: Administration
Date:		Date: 1-14-1 *
Board A	pproval	EIN/TIN:

Sub-agreement between RSCCD and City College of San Francisco

Exhibit A

SCOPE OF WORK

City College of San Francisco will facilitate faculty participation in the 2014 ICT Educator Conference through the following:

- a \$50 stipend for ICT educators whose community colleges are within 70 miles of San Francisco
- a \$100 stipend and two paid hotel nights for ICT educators whose community colleges are between 71 and 250 miles of San Francisco.
- a \$250 stipend and two paid hotel nights to ICT educators whose colleges are between 251 and 750 miles of San Francisco.

Funds will be allocated on a first-come, first-serve basis until funds are exhausted.

INVITATION TO ATTEND AND SUBMIT PRESENTATION PROPOSALS

2014 Winter ICT Educator Conference "Coming Together to Improve ICT/Digital Media Education and Workforce"

> San Francisco January 6-7, 2014



Information and Communication Technologies (ICT) is an umbrella term, widely used outside the U.S. and in the United Nations, to encompass all rapidly emerging, evolving and converging computer, software, networking, telecommunications, Internet, programming, information systems and digital media technologies.

Please join the 6th annual Winter ICT Educator Conference, January 6-7, 2014, in San Francisco.

The conference will feature excellent presentations from representatives of ICT industry and education. Let's gather and share quality ICT education information, resources and practices, improve ICT education, prepare people for good ICT jobs and help improve the economy!

U.S. community college educators in ICT-related programs are invited to attend this event free, and to submit a presentation proposal for quality ICT educational practices or stories. Qualified faculty in the MPICT region may be eligible to receive a stipend or partial expense reimbursement



This document will be updated with new information periodically as the event approaches. Please check back and download this document again each time you are looking for event info. November 6, 2013

5.4(6)

When and Where:

Monday and Tuesday, January 6-7, 2014 at the brand <u>City College of San Francisco</u> <u>Chinatown/North Beach Campus</u>. We will start around 8:30 in the morning and finish around 7pm on Monday and probably around 3pm on Tuesday.

Registration:

<u>Register via the event page</u>. If you register and later determine that you will not attend, please <u>let us know</u>, so we can free limited conference space for others.

Call For Presentations and Demonstrations:

You are invited to submit a proposal for presentation and demonstration at the conference! We are seeking presentations in the areas of:

- Industry contributions to ICT education
- ICT educator/education best or high quality practices
- ICT education and workforce diversification efforts
- National and regional resources for ICT educators
- Panel presentations: Voices from the field (employers and employees)

Proposed **presentations** should be one or two **45-minute** segments, and we encourage interactive, hands-on or lab elements. Please register and submit your presentation proposal via the <u>event registration page</u> by 5:00 PM PST, November 18, 2013. Presenters selected will be notified by November 20, 2013. Please let us know whether you require laboratory or classroom space and audio/visual support.

For presenters who give permission, your presentation will be made available in real time for remote attendees via the Internet, and sessions will be archived and made available after the event. This greatly expands the impact of presentations, beyond those physically present in the room to a broad audience anywhere at any time. Archived presentations from last year's Winter Conference are available by clicking links on last year's program.

Perkins Professional Development Funding:

This year, because of challenges regarding the sustainability of this event, we are encouraging faculty to first pursue funding to attend this high quality professional development event with Perkins or other funding available through your college. The process for professional development funding is different at most colleges. Contact your local Career Technical Education (CTE) Coordinator and ask about use of Perkins or other funds to support your travel.

This document will be updated with new information periodically as the event approaches. Please check back and download this document again each time you are looking for event info. November 6, 2013

5.4(7)

Travel Assistance in MPICT Region (CA, NV, HI and Pacific Territories):

Because it is still so difficult for so many faculty to travel in these tough economic times, MPICT will provide to qualified community college faculty teaching ICT related subjects, on a first-come, first-served basis, until funds are exhausted:

- a \$50 stipend for educators whose community college is within 70 miles of San Francisco,
- a \$100 stipend and two paid hotel nights* to ICT educators whose college is between 71 and 250 miles of San Francisco,
- a \$250 stipend and two paid hotel nights* to ICT educators whose college is between 251 and 750 miles of San Francisco,
- a \$1,000 stipend and two paid hotel nights* to ICT educators whose college is more than 750
 miles from San Francisco (Hawaii and the Pacific Territories),

* Hotel must be booked at the conference hotel and paid directly by MPICT on a master bill. Room sharing increases the people MPICT can support to attend, and is encouraged.).

Travel Assistance Outside the MPICT Region:

Limited travel support for qualified ICT educators whose community college is outside the MPICT region is also available through ATE Center Co-Producers. Check back with this document or with those centers directly for their eligibility requirements and support.

San Francisco in January:

San Francisco in January can range from 75 and sunny to 50 and raining. It will not snow or sleet and will average 5½ hours of sun per day. There are many things to do in San Francisco: art, opera, concerts, museums, clubs, fabulous restaurants, beautiful nature, incredible views, theater, dance, boating, hiking, sports, adventure... For what's going on in San Francisco, try:

<u>sfgate.com</u>

- baycityguide.com
- http://www.sanfrancisco.travel/

Hotel Reservations:

A group block of rooms has been reserved across the street from the conference location at the <u>Hilton San Francisco Financial District</u> within the GSA rate of \$189 per night, plus taxes and fees, including Internet and discounted parking. Those eligible may have hotel fees paid directly by MPICT or another NSF ATE Center Co-Producer. Others may receive the conference rate. <u>Reserve a room soon</u>.

Questions:

If you have questions, please contact MPICT via email or at (415) 239-3600.

5.4 (8)

This document will be updated with new information periodically as the event approaches. Please check back and download this document again each time you are looking for event info. November 6, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Sub-Agreements between RSCCD a College District and Huntington Beach Union Sch	8
Action	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded three Youth Entrepreneurship Program (YEP) grants by the California Community Colleges Chancellor's Office, Economic and Workforce Development Career Technical Education Division to provide programs that encourage youth ages 14 – 27 to consider entrepreneurship as a viable career path and to engage in entrepreneurship training and development. RSCCD's YEP is aligned with its Business Entrepreneurship Center, which serves Los Angeles and Orange County and the Inland Empire. Assigning YEP program expansion through partnerships with local colleges and high schools enables the Project Director to address the objectives of both the BEC and YEP, and serve its multi-county area.

ANALYSIS

The enclosed sub-agreements with South Orange County Community College District on behalf of Saddleback Community College, and Huntington Beach Union High School District on behalf of Huntington Beach High School are to expand the YEP program and to prepare and implement creative entrepreneurial education projects.

Sub-agreements performance period: 1/14/14 - 3/31/14

South Orange County CCDHuntington Beach UHSD	Contract #DO-14-2300-01 Contract #DO-14-2298-01	\$10,000 (Grant #11-172-055) \$10,000 (Grant #11-172-045)
Sub-agreements performance period	: 4/1/14 - 6/30/14	
• South Orange County CCD	Contact #DO-14-2301-01	\$10,000 (Grant #12-172-051)
Huntington Beach UHSD	Contact #DO-14-2301-02	\$10,000 (Grant #12-172-051)

The project administrator is Enrique Perez and the project director is Maricela Sandoval.

RECOMMENDATION

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

Fiscal Impact: \$40,000	Board Date: March 10, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND South Orange County Community College District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 10th day of March 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the South Orange County Community College District on behalf of *Saddleback Community College* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, **RSCCD** was awarded the "Youth Entrepreneurship Program" grant #11-172-055 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant; and

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

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services 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 14, 2014, through March 31, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Contract #: DO-14-2300-01 Grant #11-172-055 Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District ATTN: Accounting Department 2323 North Broadway, 4th Floor Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on April 15, 2014. See Exhibit A for deliverables and Exhibit B for a description of the final report content.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to March **31, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

RSCCD:	Maricela Sandoval - YEP Rancho Santiago Community College District 2323 North Broadway, Ste. 201 Santa Ana, CA 92706-1640 <u>sandoval_maricela@rsccd.edu</u> (714) 564-5533
SUBCONTRACTOR:	South Orange County Community College District/Saddleback Community College Catherine Arreguin Grants Analyst (949) 348-6087 <u>carreguin@saddleback.edu</u>
	Anthony Teng Acting Dean, Saddleback Community College Business Science and Economic & Workforce Development Advanced Technology and Applied Science (949)582-4895 <u>ateng@saddleback.edu</u>

28000 Marguerite Parkway Mission Viejo, California 92692

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT		SUBCONTRACTOR: South Orange County Community College District	
By:		By:	
-	Peter J. Hardash	Name:	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
			Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 10, 2014



Exhibit A

STATEMENT OF WORK

Performance Period: January 14, 2014 through March 31, 2014

Saddleback College will build a regional Youth Entrepreneurship Program initiative with a focus on Social Entrepreneurship. Efforts will include the following:

- A) Program design
 - a. Develop a plan that includes curriculum materials, content, and resources for an entrepreneurship initiative focused on social entrepreneurship
 - i. Program format should include the use of webinars and in-person seminars
 - ii. Program design will take audience demographics (ages 14-27) into consideration
 - b. Develop a plan that includes curriculum materials, content, and resources for a business plan competition focused on social entrepreneurship
 - i. Include outreach plan for partners, supporters, and contributors including coaches and judges
- B) Partnership Development
 - a. Outreach to regional partners to enlist participation and support (outreach and coaching) including but not limited to:
 - i. Local businesses
 - ii. Non-profit organizations
 - iii. K-12 school districts
 - iv. ROP's
- C) Recruitment & Marketing Activities
 - a. Creation of marketing materials to attract participants from Saddleback College and regional high schools, colleges, and community at large
 - b. Creation of program web site for promotion and registration
 - c. Creation and implementation of social media marketing campaign on at least 3 social media platforms
 - d. Media press release and information dissemination to partners and stakeholders
- D) Products
 - a. Create curriculum outlines and resources used to develop the Social Entrepreneurship program.
 - b. Create outlines and resources used for business plan competition planning
 - c. Create marketing materials used for recruitment and outreach, including flyers and social media campaign samples

Exhibit A

- E) Reporting & Deliverables
 - a. Submit curriculum outlines and resources used to develop the Social Entrepreneurship program.
 - b. Submit outlines and resources used for business plan competition planning
 - c. Submit marketing materials used for recruitment and outreach, including flyers and social media campaign samples
 - a. Submit final report electronically per final report template (provided) by April 15, 2014 including:
 - i. Links to social media marketing campaign
 - ii. Link to program website
 - iii. Links to any other virtual material created by staff, faculty, or students including videos, slide shows, PowerPoint presentations, or the like.
 - b. Submit deliverables by April 15, 2014:
 - i. curriculum outlines and resources used for seminar sessions planning
 - ii. curriculum outlines and resources used for business plan competition planning
 - iii. marketing materials created for program promotion

F) Branding

- *a.* Display YEP logo on website, brochures, handouts, posters, and all other marketing materials together with the CCCCO *Doing What Matters* logo (provided)
- G) Staffing and Coordination with RSCCD YEP Headquarters
 - *a.* Assign a faculty/staff member to coordinate YEP efforts at Saddleback and report to YEP Headquarters (RSCCD).
- H) Timeline
 - a. Activities will be conducted from January 14, 2014 through March 31, 2014



FINAL REPORT Due: April 15, 2014

Performance Period: January 14, 2014 through March 31, 2014

YEP/Saddleback Social Entrepreneurship Competition

Program Development

- 1. Please describe (i.e., purpose, content) the YEP program developed.
- 2. Why was this project pertinent to the 14-27 year-old population in Orange Couty?
- 3. What topics were covered in the design of this project?
- 4. What other student learning tools were created to deliver the YEP project?
- 5. What were the best success stories for partnership development?
- 6. What challenges did you face and lessons did you learn while developing and designing the YEP project?
- 7. Describe how you incorporated the following curriculum elements into your YEP project:
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP.

Contract #: DO-14-2300-01 Grant #11-172-055 Exhibit **B**

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND Huntington Beach Union High School District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 10th day of March 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the *Huntington Beach Union High School District* on behalf of *Huntington Beach High School* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, **RSCCD** was awarded the "Youth Entrepreneurship Program" grant #11-172-045 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of this Grant; and

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

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services 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 14, 2014, through March 31, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Contract #: DO-14-2298-01 Grant #11-172-045 Youth Entrepreneurship Project 5.5 (10) Page 1 of 5

Rancho Santiago Community College District ATTN: Accounting Department 2323 North Broadway, 4th Floor Santa Ana, CA 92706

5. <u>Reporting</u>

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on April 15, 2014. See Exhibit A for deliverables and Exhibit B for a description of the final report content.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to March **31, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

Contract #: DO-14-2298-01 Grant #11-172-045

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

RSCCD:	Maricela Sandoval - YEP Rancho Santiago Community College District 2323 North Broadway, Ste. 201 Santa Ana, CA 92706-1640 <u>sandoval_maricela@rsccd.edu</u> (714) 564-5533
SUBCONTRACTOR:	Huntington Beach High School 1905 Main Street Huntington Beach, CA 92648
	Dr. Rocky Murray, Principal (714) 536-2514 <u>rmurray@hbuhsd.edu</u>
	Greg Goran, Instructor (949)582-4895

ARTICLE II

ggoran@hbuhsd.edu

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Name:	Peter J. Hardash
	Vice Chancellor
Title:	Business Operations/Fiscal Services

Date:

<u>SUBCONTRACTOR:</u> Huntington Beach Union High School District

By:	
Name:	Dr. Gregory Plutko
Title:	Superintendent
Date:	

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 10, 2014



STATEMENT OF WORK

Performance Period: January 14, 2014 through March 31, 2014

Huntington Beach High School will develop a sustainability entrepreneurship program that focuses on the integration of agriculture and entrepreneurship into the classroom and will train students in the intricacies of building an agricultural based business that actively supplies local businesses with produce and generate revenue for the program and its students as the learn the details of starting a business.

A. Program Design

Huntington Beach High School will develop a series of seminars/workshops and interactive activities in the field of organic gardening for students at Huntington Beach High School with a focus on agricultural business and entrepreneurial concepts. These seminars/workshops and interactive learning experiences include but are not limited to:

- 1. Introduction to Horticulture
- 2. Organic Agriculture
- 3. Aquaponics
- 4. Urban Farm management
- 5. Sustainable Marketing 101
- 6. Recycling 101
- 7. Creating a business Plan
- 8. Resume Writing
- 9. Landscape Design
- 10. Solar Operating Systems
- 11. Rain Water Harvesting

B. Partnership Development

The HBHS Green Team will develop partnerships with local companies and organizations that will help them attain necessary resources to develop a sustainable business. This will include:

- 1. Local businesses
- 2. Non-profits
- 3. Foundations
- 4. Corporations
- 5. School District and local K-12

C. Recruitment & Marketing Activities

- a. Creation and development of program web site for promotion, accomplishments, and available services.
- b. Creation of marketing materials including flyers and brochures to recruit student participants
- c. Creation and implementation of social media marketing campaign on at least one social media platform.

D. Products

a. Create curriculum outlines and resources used to develop each of the workshops/seminars/ interactive activities.

Contract #: DO-14-2298-01
Grant #11-172-045

Exhibit A

Grant Sub-Agreement between RSCCD and Huntington Beach Union High School District

Exhibit A

b. Create marketing materials for recruitment and outreach to partners and new students at the high school.

E. Reporting & Deliverables

- a. Submit curriculum outlines and resources used to develop the program and the resulting sustainable business.
- b. Submit marketing materials used for recruitment and outreach, including flyers and social media campaign samples used to recruit new students and partners or to disseminate information to the local community.
- a. Submit final report electronically per final report template (provided) by April 15th, 2014 including:
 - i. Links to social media marketing campaign
 - ii. Link to program website
 - iii. Links to any other virtual material created by staff, faculty, or students including videos, slide shows, PowerPoint presentations, or the like.
- b. Submit deliverables by April 15, 2014:
 - i. curriculum outlines and resources used for seminar sessions planning
 - ii. marketing materials created for program promotion

F. Branding

a. Display YEP logo on website, brochures, handouts, posters, and all other marketing materials as well as CCCCO Doing What Matters logo (provided)

G. Staffing and Coordination with RSCCD YEP Headquarters

a. Assign a faculty/staff member to coordinate YEP efforts at Huntington Beach High School and report to YEP Headquarters (RSCCD).

H. Timeline:

a. January 14, 2014 – March 31, 2014



FINAL REPORT

Due: April 15, 2014

Performance Period: January 14, 2014 through March 31, 2014

YEP/HBHS Sustainable Gardening & Entrepreneurship

Program Development

- 1. Please describe (i.e., purpose, content) the YEP program developed.
- 2. Why was this project pertinent to the high school students in your area?
- 3. What topics were covered in the design of this project?
- 4. What other student learning tools were created to deliver the YEP project?
- 5. What were the best success stories for partnership development?
- 6. What challenges did you face and lessons did you learn while developing and designing the YEP project?
- 7. Describe how you incorporated the following curriculum elements into your YEP project:
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP.

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND South Orange County Community College District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 10th day of March 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the South Orange County Community College District, on behalf of *Saddleback Community College* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, **RSCCD** was awarded the "Youth Entrepreneurship Program" grant #12-172-051 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant; and

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

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from April 1, 2014, through June 30, 2014.

3. <u>Total Cost</u>

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District ATTN: Accounting Department 2323 North Broadway, 4th Floor Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on July 15, 2014. See Exhibit A for deliverables and Exhibit B for a description of the final report content.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **June 30, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

RSCCD:	Maricela Sandoval - YEP Rancho Santiago Community College District 2323 North Broadway, Ste. 201 Santa Ana, CA 92706-1640 <u>sandoval_maricela@rsccd.edu</u> (714) 564-5533
SUBCONTRACTOR:	South Orange County Community College District/Saddleback Community College Catherine Arreguin Grants Analyst (949) 348-6087 <u>carreguin@saddleback.edu</u>
	Anthony Teng Acting Dean, Saddleback Community College Business Science and Economic & Workforce Development Advanced Technology and Applied Science (949)582-4895 <u>ateng@saddleback.edu</u>

28000 Marguerite Parkway Mission Viejo, California 92692

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. 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.

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 this 10^{th} day of March 2014.

RANCHO SANTIAGO COM COLLEGE DISTRICT	IMUNITY <u>SUBCONTRACTOR:</u> South Community College District	0 2
By:	By:	
Name: Peter J. Hardash Vice Chancellor	Name:	
Title: <u>Business Operations/H</u>	Fiscal Services Title:	
Date:	Date:	
	Employer/Taxpayer Identi	fication Number (EIN)

Board Approval Date: March 10, 2014

Exhibit A



STATEMENT OF WORK

Performance Period: April 1, 2014 through June 30, 2014

Saddleback College will deliver a Youth Entrepreneurship Program with a focus on Social Entrepreneurship to engage 50 participants between the ages of 14 and 27 in entrepreneurship education activities. Efforts will include the following:

- A) Recruitment & Marketing Activities
 - a. Use created marketing materials to attract participants from Saddleback College and regional high schools, colleges, and community at large
 - b. Use created program web site for promotion and registration
 - c. Implementation of social media marketing campaign on at least 3 social media platforms
- B) Program Activities
 - a. Content Delivery
 - i. During the Spring 2014 semester, host at least 5 seminars for participants of the YEP/Saddleback Social Entrepreneurship Competition, covering topics including but not limited to:
 - Introduction to Social Entrepreneurship
 - Business Plan Critical Elements
 - SWOT Analysis
 - Presenting Your Plan
 - b. One-on-one Coaching
 - i. Identify faculty, partners, and/or volunteers to serve as coaches for program participants
 - ii. Assign participants to a coach for monthly review of work, assignments, and preparation in relation to:
 - SWOT Analysis
 - Strategy plans
 - Business Plan
 - c. Business Plan Competition
 - i. Judges' recruitment and training
 - Recruit and train at least 3 judges on specifics of competition criteria, including elements of a socially-responsible enterprises
 - ii. Participant Evaluation

Exhibit A

- Evaluate participant business plans and select top submissions for competition
- iii. YEP/Saddleback Social Entrepreneurship Competition
 - Host a YEP/Saddleback Social Entrepreneurship Competition where participants will showcase their business plans in a presentation before a judges' panel.
- C) Reporting & Deliverables
 - a. Submit monthly updates on activities via email, including the following information:
 - i. Narrative summarizing activities conducted and content delivered
 - ii. Number of participants per activity
 - iii. Pertinent photos of activities and participants
 - by the 5th day of the following month
 - b. Submit final report electronically per final report template (provided) by July 15, 2014 including:
 - i. Photos of outreach efforts and program delivery, including business plan competition
 - ii. Links to social media marketing campaign
 - iii. Link to program website
 - iv. Links to any other virtual material created by staff, faculty, or students including videos, slide shows, PowerPoint presentations, or the like.
 - c. Submit deliverables by July 15, 2014:
 - i. copies of business plans created by participants
 - ii. names and email addresses for coaches, instructors, and judges
 - iii. names and email addresses for all registered participants
- D) Branding
 - *a.* Display YEP logo on brochures, handouts, posters, and all other marketing materials together with the CCCCO *Doing What Matters* logo (provided)
- E) Staffing and Coordination with RSCCD YEP Headquarters
 - *a.* Assign a faculty/staff member to coordinate YEP efforts at Saddleback and report to YEP Headquarters (RSCCD).
- F) Timeline
 - a. Activities will be conducted from April 1, 2014 through June 30, 2014



FINAL REPORT

Due: July 15, 2014

Performance Period: April 1, 2014 through June 30, 2014

YEP/Saddleback Social Entrepreneurship Competition

Activities

- 1. Please list and describe (i.e., purpose, content) the YEP activities that have been completed since you received funding.
- What other student learning tools were used in the YEP?
 (ie. Job shadowing, internship, tours of businesses, simulations, operating student-run businesses, etc.) List each tool used and the number of students participating in each.
- 3. What were the best success stories for the project?
 - a. Program Success Story: Briefly write a <u>program</u> success story. In your descriptions please include accomplishments and how they were achieved
 - *b.* Student Success Story: *Briefly write a <u>student</u> success story. In your descriptions please include accomplishments and how they were achieved*
- 4. What challenges did you face and lessons did you learn while implementing YEP?
- 5. Describe how you incorporated the following curriculum elements into your YEP activities.
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Participants

- 1. How many total participants took part in your program?
- 2. How many participants completed at least 75% of your YEP activities?
- 3. What products were produced by participants through your YEP activities? (i.e., Business plans, websites, marketing projects, actual products, etc.) List the name of each product and the number produced
- 4. Please list and describe all awards and associated accomplishments given to YEP students
- 5. If you assessed any student outcomes (i.e., business management knowledge, student interest in completing school, life management skills, problem solving skills, awareness of self-employment as a career pathway, etc.) by administering a survey or using other measurement tools, please describe the tool used and summarize your major findings.

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP.

Exhibit B

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND Huntington Beach Union High School District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 10th day of March 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the *Huntington Beach Union High School District* on behalf of *Huntington Beach High School* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, **RSCCD** was awarded the "Youth Entrepreneurship Program" grant #12-172-051 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant; and

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

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from April 1, 2014, through June 30, 2014.

3. <u>Total Cost</u>

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District ATTN: Accounting Department 2323 North Broadway, 4th Floor Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on July 15, 2014. See Exhibit A for deliverables and Exhibit B for a description of the final report content.

6. 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.

7. <u>Time Extensions</u>

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **June 30, 2014**.

8. 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.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

10. 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.

11. <u>Audit</u>

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, 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 Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

12. 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.

13. Termination

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

The 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.

14. Notices

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

RSCCD:

Maricela Sandoval - YEP Rancho Santiago Community College District 2323 North Broadway, Ste. 201 Santa Ana, CA 92706-1640 <u>sandoval_maricela@rsccd.edu</u> (714) 564-5533

SUBCONTRACTOR:	Huntington Beach High School 1905 Main Street Huntington Beach, CA 92648
	Dr. Rocky Murray, Principal (714) 536-2514 <u>rmurray@hbuhsd.edu</u>

Greg Goran, Instructor (949)582-4895 ggoran@hbuhsd.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. 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.

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 this 10^{th} day of March 2014.

Contract #: DO-14-2301-02 Grant #12-172-051

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By:	

Name:	Peter J. Hardash	
	Vice Chancellor	
Title:	Business Operations/Fiscal Services	

Date:

<u>SUBCONTRACTOR:</u> Huntington Beach Union High School District

By:	
Name:	Dr. Gregory Plutko
Title:	Superintendent
Date:	

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 10, 2014



STATEMENT OF WORK

Performance Period: April 1, 2014 through June 30, 2014

Huntington Beach High School (HBHS) will deliver a Youth Entrepreneurship Program with a focus on building an agriculturally-based business to 50 participants between the ages of 14 and 19. Efforts will include the following:

- A) Recruitment & Marketing Activities
 - a. Use created marketing materials to attract participants from Huntington Beach High School, the local business community, and the community as a whole.
 - b. Use created program web site for promotion and dissemination of information to the local community and the school as a whole.
 - c. Implementation of social media marketing campaign on at least one social media platform.
- B) Program Activities
 - a. Content Delivery
 - i. HBHS will deliver workshops/seminars and/or on the field activities for participants of the YEP/HBHS that cover topics including but not limited to:
 - Introduction to Horticulture
 - Organic Agriculture
 - Aquaponics
 - Urban Farm management
 - Sustainable Marketing 101
 - Recycling 101
 - Creating a business Plan
 - Resume Writing
 - Landscape Design
 - Solar Operating Systems
 - Rain Water Harvesting
- C) Reporting & Deliverables
 - a. Submit monthly updates on activities via email, including the following information:
 - i. Narrative summarizing activities conducted and content delivered
 - ii. Number of participants per activity
 - iii. Pertinent photos of activities and participants
 - by the 5th day of the following month
 - b. Submit final report electronically per final report template (provided) by July 15, 2014 including:
 - i. Photos of outreach efforts and program delivery, including on-site training in the garden
 - ii. Links to social media marketing campaign
 - iii. Link to program website
 - iv. Links to any other virtual material created by staff, faculty, or students including videos, slide shows, PowerPoint presentations, or the like.

Exhibit A

- v. Sign-in sheets for each training/seminar/workshop delivered
- c. Submit deliverables by July 15, 2014:
 - i. Submit student projects, reports, or materials created/submitted by students including pertinent assignments and/or business plans.

D) Branding

- *a.* Display YEP logo on brochures, handouts, posters, and all other marketing materials as well as the CCCCO Doing What Matters logo (provided).
- E) Staffing and Coordination with RSCCD YEP Headquarters
 - *a.* Assign a faculty/staff member to coordinate YEP efforts at Huntington Beach High School and report to YEP Headquarters (RSCCD).
- F) Timeline
 - a. Activities will be conducted from April 1, 2014 through June 30, 2014



FINAL REPORT

Due: July 15, 2014

Performance Period: April 1, 2014 through June 30, 2014

YEP/HBHS Sustainable Gardening & Entrepreneurship

Activities

- 1. Please list and describe (i.e., purpose, content) the YEP activities that have been completed since you received funding.
- What other student learning tools were used in the YEP?
 (ie. Job shadowing, internship, tours of businesses, simulations, operating student-run businesses, etc.) List each tool used and the number of students participating in each.
- 3. What were the best success stories for the project?
 - a. Program Success Story: Briefly write a <u>program</u> success story. In your descriptions please include accomplishments and how they were achieved
 - *b.* Student Success Story: *Briefly write a <u>student</u> success story. In your descriptions please include accomplishments and how they were achieved*
- 4. What challenges did you face and lessons did you learn while implementing YEP?
- 5. Describe how you incorporated the following curriculum elements into your YEP activities.
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Participants

- 1. How many total participants took part in your program?
- 2. How many participants completed at least 75% of your YEP activities?
- 3. What products were produced by participants through your YEP activities? (i.e., Business plans, websites, marketing projects, actual products, etc.) List the name of each product and the number produced
- 4. Please list and describe all awards and associated accomplishments given to YEP students
- 5. If you assessed any student outcomes (i.e., business management knowledge, student interest in completing school, life management skills, problem solving skills, awareness of self-employment as a career pathway, etc.) by administering a survey or using other measurement tools, please describe the tool used and summarize your major findings.

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP.

Exhibit B

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PUBLIC AFFAIRS & PUBLICATIONS

To:	Board of Trustees	Date: March 10, 2014
Re:	Approval of Agreement with Young Company Creative Marketing Communications, Inc. for Brand Research and Strategy Development	
Action:	Request for Action	

BACKGROUND

Prior to November 2013, Rancho Santiago Community College District (RSCCD) had not engaged in any sustained or coordinated paid marketing campaigns since 2007-2008. Once paid marketing planning and implementation got underway to promote enrollment for intersession and spring semester 2014, creating marketing campaigns that clearly differentiated Santa Ana College and Santiago Canyon College from other community colleges became problematic. The fact is the brand position had never been researched nor established. Lacking a clear brand vision, our advertising messages were similar to those of any community college.

ANALYSIS

In today's competitive marketplace, current and prospective students have many options open to them. They may choose to return to the workforce as jobs become more plentiful or they may select one of the seven other community colleges in Orange County or opt for a college in a nearby city. By implementing research techniques based on marketing industry standards, RSCCD will succeed in differentiating our colleges from our competitors and will succeed in attracting more students.

The consultant will conduct a survey of key stakeholders on Santa Ana College and Santiago Canyon brands, brand associations and perceived value of its educational programs and services. Stakeholder groups will include: students, faculty, administrators and community employers. Students will be assessed through a Web-based survey using both quantitative and qualitative survey methods. Telephone interviews will be conducted with key faculty at each college, as well as key administrators at each college and at the district. In addition, telephone interviews will be conducted with key employment decision maker in the community served by each college to gather opinions and perceptions about the colleges.

Once the research phase is completed and analyzed, a marketing message hierarchy will be recommended, including the main message or central idea that should be linked to all communication--marketing, online, or print; primary messages that support the main message; secondary messages for specific segments; and tertiary messages that can be used if space or budget allows.

Once the above message hierarchy is established, paid marketing efforts can successfully

communicate the brand position of each college that will better resonate with current and prospective students allowing the colleges to better manage enrollment growth.

The services covered by this agreement shall commence on March 11, 2014 and end on June 30, 2014. The contract is a not to exceed fee of \$28,000.

The project is funded by stabilization funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with Young Company Creative Marketing Communications, Inc. for Brand Research and Strategy Development as presented.

Fiscal Impact:	\$28,000	Board Date: March 10, 2014	
Prepared by:	Judy Iannaccone, Director, Communication Affairs & Publications	/ Iannaccone, Director, Communications & Publications, Public irs & Publications	
Submitted by:	Submitted by: John Didion, Executive Vice Chancellor, Human Resources and Educational Services		
Recommended by: Raúl Rodríguez, Ph.D., Chancellor			



Building the Future through Quality Education





Rancho Santiago Community College District Brand Research and Strategy Proposal Young Company : : Creative Marketing Communications, Inc. 361 Forest Avenue, Laguna Beach, CA 92651 (949) 376-8404

EXECUTIVE SUMMARY

Community colleges play a significant role in U.S. higher education, enrolling almost half of all U.S. undergraduate students. While the core function of a community college is academic preparation, the role has broadened from preparation for a four-year college or university to a vocational education, job training and programs which cater to the business community.

While having several important advantages over a four-year college or university, such as, open admission policy; lower tuition and fees; savings on room and board; and a more flexible curriculum and class schedule, community colleges also face multiple challenges. Specifically, they must meet the demands of quickly changing technology and innovations in the workplace to protect and increase the value of credentialed and non-credentialed knowledge and skill while remaining affordable in spite of budgetary pressures from federal, state and local levels. They also must serve the varied needs of a diverse and nontraditional student population.

Rancho Santiago Community College District (RSCCD), serving Orange County, California is comprised of Santa Ana College (SAC) and Santiago Canyon College (SCC). The 'District' is currently seeking to uncover the key differentiating attributes of its two community colleges and to develop a distinct brand position for each that will:

- Identify the optimal positioning for each college aligned with RSCCD business strategy
- Clarify the strengths, capabilities and issues associated with each college within RSCCD
- Differentiate SAC and SCC colleges within its competitive set of O.C. community colleges
- Identify the perceived level of value delivered by its product and services
- Clarify the range of opinions held by its internal and external stakeholders

According to 2013 Community College Rankings by collegemeasures.org, California ranks 24th in the Nation for top community colleges based on *success rate* and *transfer rate*. The top ten community colleges in California include two Orange County Community Colleges: Irvine Valley College, part of the South Orange County Community College District, which ranked 4th and Orange Coast College, part of the Coast Community College District, which ranked 5th. It is within this competitive environment that RSCCD colleges must compete.

The following research proposal is structured to capture qualitative and quantitative data on SAC and SCC. The Data delivered from this effort will assist RSCCD in understanding how to further differentiate itself and its two colleges in the postsecondary education marketplace in order to be successful at its business strategy.

BRAND RESEARCH

Young Company conducting a survey of key stakeholders on SAC and SCC brands, brand associations and perceived value of its educational programs and services. Key stakeholder groups to include:

- Students
- Faculty
- Administrators
- Community Employers

This effort is critical to identify and confirm underlying premises and assumptions to reveal the critical drivers that motivate consideration, student application and business partnerships. Data from the research provides a fact-based understanding of opportunities, issues and potential brand positioning platforms.

SCOPE OF WORK

The scope of work entails individual assessments with select faculty and community employers and a Web-based survey for students using both qualitative and quantitative methods of surveying. The results of a thorough assessment will identify:

- Positive and negative attributes associated with the SAC & SCC brands
- Key drivers that motivate brand engagement
- Trends, opportunities and barriers
- Competitive preferences, and
- Existing perceptual gaps between internal and external stakeholders

Results of the research will provide insights into RSCCD business strategy for brand positioning and development, as well as establish a baseline for ongoing research.

RESEARCH METHODOLOGY

Young Company will manage all aspects Brand Research: Questionnaire development, online survey development, administrative, analysis and communication.

Questionnaire Development: The objective is to develop a non-biasing research questionnaire, in accordance with best standards containing close-ended questions to gather quantitative data and open-ended questions to gather qualitative data. Services provided in questionnaire development include design, scripting, implementation and administration. Young Company will develop and submit a detailed and comprehensive questionnaire to RSCCD for input and approval.

Execution Methodology for Faculty and Administrator Research: Young Company recommends the following methodology for gathering faculty/administrator opinions and perceptions.

Rancho Santiago Community College District Brand Research and Strategy Proposal Young Company : : Creative Marketing Communications, Inc. 361 Forest Avenue, Laguna Beach, CA 92651 (949) 376-8404 Conduct eight to ten one-on-one, telephone interviews with key faculty members and administrators from each college (and district office). One-on-one interviews yield valuable insights into internal audiences' attitudes and are an excellent way to uncover issues related to brand positioning and product and service features/benefits.

Again, the goal is to obtain a representative sample of faculty opinions and thoughts in order to obtain the needed research data. Each individual, telephone interview will be:

- Conducted by Young Company
- Approximately 45 minutes in length
- Structured and detailed to take advantage of and maximize time with internal contacts
- Recorded, with participants' approval, to capture exact comments
- Contain the prerequisite anonymity ground rule

Young Company will provide a draft communication for RSCCD approval which clarifies the purpose of the research and encourages positive participation by all identified interviewees. It is recommended that it be distributed under the signature RSCCD project lead. RSCCD will schedule all interviews.

Execution Methodology for Community Employer Research: Young Company recommends the following methodology for gathering customer opinions and perceptions.

Conduct eight to ten one-on-one, telephone interviews with employment decision makers in the local community served by each college. One-on-one interviews yield valuable insights into external audience attitudes and are an excellent way to uncover issues related to brand positioning and product and service features/benefits.

Again, the goal is to obtain a representative sample from community employers with whom each college has a business partnership in order to obtain the needed research data. Each individual interview will be:

- Conducted by Young Company
- Approximately 45 minutes
- Structured and detailed to maximize time with employer contacts
- Recorded, with participants' approval, to capture exact comments
- Contain the prerequisite anonymity ground rule

Young Company will provide a draft communication for client's approval which clarifies the purpose of the research and encourages positive participation by all identified community employers. It is recommended that community employer communication be distributed electronically under the signature of RSCCD project lead and/or be contacted by phone to gain participation and schedule the interview. RSCCD will schedule all interviews.

Execution Methodology for Student Research: Young Company recommends using a Web-based survey tool to gather the opinions and perceptions of students. Again the objective is to gather a representative sample of opinions from the different types of students from each college to obtain the needed data.

- Conduct an online survey of 10% of SAC and SCC students that is representative of student population types and percentages. Based on 2012 student population numbers on sac.edu and scc.edu, interview sample would be SAC – 2,900 and SCC 4,000. RSCCD to determine student populations by type and percentages. Webbased surveys yield statistical data from customers within a short timeframe and who otherwise may be difficult to reach.
- Information on student interviewees to include contact name, type and email and to be provided by RSCCD in excel format.
- Young Company recommends using incentives through a random drawing to gain active participation. For example: Ten (10) \$300 gift certificates awarded via a random drawing where winners are able to select a gift certificate redeemable at Apple, Amazon, or Nordstrom.

Summary Analysis & Interpretation: The intent of a final report is to present the responses from students, faculty and community employers thoroughly and objectively. Summaries using tables or text will reflect the compiled data to aid the reader in assessing the range and depth of comment and opinion.

The final report will provide us with insights needed to generate strategic brand scenarios, brand positioning, core messaging and marketing strategies for Santa Ana and Santiago Canyon Colleges.

SWEET SPOT POSITIONING

Your brand position is in the minds of your customers and other target audiences you wish to influence. Your position is relative to other competitive brands and offerings that compete for that position. The first step in any brand positioning exercise is to determine where the brand is now, what space does it occupy, and how does it compare with other choices.

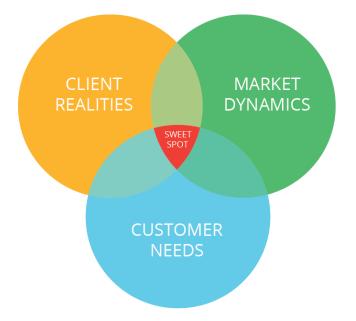
There are several steps to developing a company's sweet spot or brand essence. The first step is to take our research findings in order to establish where the company is now and where it is going. We form a consensus after examining business plans, SWOT analysis, mission and vision statements, and future products under development. This provides the foundation for the CLIENT REALITIES.

The second step is to formalize and validate CUSTOMER NEEDS. The primary strategy for this segment is derived from our STAKEHOLDER interviews. This is crucial to establishing an objective benchmark of what customers care about. These softer messages find their way into key marketing messages, taglines and sales presentations. The secondary research typically

comes from the internet and industry studies, which are used to confirm the results of the primary research and solidify the MARKET DYNAMICS.

The goal is simple: How best to differentiate RSCCD (Santa Ana and Santiago Canyon Colleges) from its competitors.

Once this information is assembled, the focus becomes identifying your SWEET SPOT.



It needs to be:

- Meaningful to the target audience
- Something the company can deliver on
- A position that the company finds sustainable

MESSAGE HIERARCHY

A well-constructed message hierarchy will enable RSCCD to speak with a more unified voice and adapt to the needs of its key segments with a consistent approach to overcoming objections and winning customer loyalty. The message hierarchy can be divided into four levels of importance:

<u>The main message</u>. This is the one, central idea that every visitor should take away and is inextricably linked to its sweet spot. It should be able to be stated concisely in one sentence, and every piece of material in the space should support this main message in some way. Every visitor to the facility or website should be able to recall this central idea.

Rancho Santiago Community College District Brand Research and Strategy Proposal Young Company : : Creative Marketing Communications, Inc. 361 Forest Avenue, Laguna Beach, CA 92651 (949) 376-8404 <u>Primary messages.</u> These are messages that directly justify the main message, and are few in number. Primary messages can provide a top-level division of the available space, with each division committed to communicate one primary message.

<u>Secondary messages</u>. These are ideas that may be tailored to specific segments addressing their specific 'care-abouts'.

<u>Tertiary messages</u>. These messages would be nice to communicate, but might suffer the consequences of limited space or budget.

PROJECT AGREEMENT

Young Company Brand Research Project for Ranch Santiago Community College District

BUDGET

PHASE ONE

Identity key decision parameters, complete study design, questionnaire development and schedule each phase of the research	2,500
questionnaire development and schedule each phase of the research	2,500
Faculty and Administrator Brand Research	6,500
Student Brand Research	4,500
Summary Analysis and Interpretation	1,500
PHASE ONE TOTAL	15,000
PHASE TWO	
Identity key decision parameters, complete study design, questionnaire development and schedule each phase of the research	2,000
Business Employer Brand Research	4,500
Summary Analysis and Interpretation	1,000
Development of Sweet Spot positioning for both schools and a high-level message hierarchy.	5,500
PHASE TWO TOTAL	13,000

Rancho Santiago Community College District Brand Research and Strategy Proposal Young Company : : Creative Marketing Communications, Inc. 361 Forest Avenue, Laguna Beach, CA 92651 (949) 376-8404

IMPLEMENTATION SCHEDULE

Implementation: The execution of this plan is specified in four phases. The timing of this project may vary based on project priorities, availability of the RSCCD staff, access to data, reviews and edits, approvals, etc.

There are noted time commitments from the RSCCD and College staff which is required for project development & execution. All time commitments will be discussed and agreed upon in advance with a goal of minimizing impact to the productivity of the RSCCD team, faculty members, business employers and students.

Assumptions: RSCCD will provide all materials and data as requested. Changes to requested format, data content, etc. must be communicated to Young Company, LLC; such subsequent and material change may affect the timing, scope and/or cost of the project and will be handled as Project Changes.

Project Changes: Any substantial changes to the scope of the project (timing, fees, and statement of work) will be submitted in writing for mutual review and agreement.

Professional services agreement: Client will own the product upon completion and with full payment having been made without offset.

Acceptance and authorization: The terms and conditions of the Professional Services Agreement apply in full to the services and products provided under this Project Agreement.

Payment schedule: 30% deposit due on project upon implementation of Phase I. 30% payment due upon implementation of Phase II; 20% upon implementation of Phase III; and balance due upon completion.

This estimate does not include tax or scope changes if relevant. Project will be invoiced as described above and payable in fifteen days.

Thank you for your interest and an opportunity to work with you.

YOUNG COMPANY

Rancho Santiago Community College District

BART YOUNG, CEO Signature

Signature

DATE

DATE

Please sign above & fax to 949-376-9205 or email to YOUNG COMPANY

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: March 10, 2014
Re:	First Reading of Revised Board Policies	
Action:	Information	

BACKGROUND

The Board Policy Committee met on February 27, 2014 and reviewed revisions to two existing policies. These policies and regulations are now presented for first reading.

ANALYSIS

20 The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

RECOMMENDATION

These policies are presented for first reading as an information item.

Fiscal	Impact:	None
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Board Date: March 10, 2014

Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Recommended by: Dr. Raúl Rodriguez, Chancellor

BP 2015 Student Member

Reference:

Education Code Section 72023.5

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of five (5) six (6) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 2105.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings and reimbursement for travel (see BP 2735) to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board.

The student member shall not be liable for any acts of the Governing Board. The student member shall be bound by Code of Ethics/Standards of Practice (BP 2715).

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425.
- The privilege to serve a term commencing on May 15.
- The privilege to serve on Board committees.

Revised: September 9, 2013 _____(Previously BP9006)

<u>BP 5501</u> Student <u>Athletics/Activities</u> Athlete Code of Conduct - BP5201.5

Membership on athletic<u>and academic</u> teams at Santa Ana and Santiago Canyon Colleges is considered a privilege, not a right. Students on these teams athletes are representatives of their colleges and the District and are among the most visible students on campus and in the community. As such, students on these teams athletes are expected to demonstrate good citizenship, sportsmanship, honesty, and integrity on the field or court, on campus, in the classroom, and in the community.

Therefore, the Chancellor will ensure the creation of a Student Code of Conduct with appropriate disciplinary actions. Students on these teams athletes will acknowledge that compliance with the Student <u>Athletics/Activities</u> <u>Athlete</u> Code of Conduct is required for participation in <u>athletics at team competitions</u> representing Santa Ana and Santiago Canyon Colleges.

Adopted 07/27/2009; Revised (Previously BP5201.5)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 14-08

Whereas, California Education Code Section 72024(5d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board," and

Whereas, on February 18, 2014, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting and board planning session; and

Whereas, Student Trustee Luis Correa was not present at the board meeting; and

Whereas, the board has determined that Student Trustee Correa's absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Student Trustee Correa shall be paid at the regular rate of compensation for the board meeting on February 18, 2014.

Dated this 10th day of March 2014.

Ayes: Noes: Absent: Abstain:

Raúl Rodríguez, Ph.D. Secretary to the Board of Trustees

No. 6.1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC March 10, 2014

REVISED PAGE

MANAGEMENT

Appointment (Interim to Permanent)

Kennedy, James Vice President Centennial Education Center/ Continuing Education Division Santa Ana College Effective: March 11, 2014 Salary Placement: A-5 \$153,097.98/Year (Requisition #AC13-0318; No Change to Salary)

Adjusted Hourly Rates due to Change in Duty Days

Coopman, Ronald Interim Assistant Dean, Criminal Justice Academy Human Services & Technology Division Santa Ana College

Shaw, Lynn Director, Workforce Education Business & Career Technical Education Division Santiago Canyon College Effective: October 14, 2013 From: F-1, \$45.49/Hour To: F-1, \$45.87/Hour

> Effective: July 8, 2013 From: C-1, \$58.71/Hour To: C-1, \$59.20/Hour

FACULTY

2014/2015 Tenure Review Recommendations/Attachment #1

Appointment (Part-time to Full-time)

Tashima, John Assistant Professor/Coordinator, ESL Centennial Education Center/ Continuing Education Division_ Santa Ana College From: March 11, 2014 Tentative Salary Placement: II-3 \$57,540.32/Year (Requisition #AC13-0321; Temporary Employee per E.C. 87470)

Changes of Assignment

Coffman, Jodi From: Professor, Kinesiology (175 Days) Kinesiology, Health & Athletics Division Santa Ana College Effective: July 31, 2014

Counseling Division

To: Counselor (192 Days)

FACULTY (CONT'D)

Changes of Assignment (cont'd)

Sneddon, Donald From: Professor, Kinesiology (175 Days) Kinesiology, Health & Athletics Division Santa Ana College Effective: August 18, 2014 To: Professor, Fire Technology/ Wellness (175 Days) Human Services & Technology Division Santa Ana College

Adjusted Effective Date for Ratification of Resignation/Retirement

Hogue, Tom Professor, Diesel Technology Human Services & Technology Division Santa Ana College

<u>Stipends</u>

Barembaum, Morrie Professor, Astronomy Mathematics & Sciences Division Santiago Canyon College

Frias, Rodolfo Counselor Orange Education Center Continuing Education Division Santiago Canyon College

Galvan, Javier Professor, Spanish Humanities & Social Sciences Division Santa Ana College

Swift, Cynthia Associate Professor, Physics Mathematics & Sciences Division Santiago Canyon College

Miller, Robert Assistant Professor, Art Arts, Humanities & Social Science Division/Library Santiago Canyon College From: June 7, 2014 To: June 6, 2014 (Last Day in Paid Status)

Effective: February 19, 2014 Amount: \$60.00 Reason: Staff Development Faculty Workshop (Project 1678)

Effective: January 17, 2014 Amount: \$1,600.00/Semester Reason: Department Chair, Counseling (Project 2490)

> Effective: December 10, 2013 Amount: \$100.00 Reason: Course & Curriculum Development (Project 2074)

Effective: February 19, 2014 Amount: \$60.00 Reason: Staff Development Faculty Workshop (Project 1678)

Effective: February 3, 2014 Amount: \$500.00 Reason: Course & Curriculum Development (Project 2311)

FACULTY (CONT'D)

<u>Stipends (cont'd)</u>

Miller, Robert Assistant Professor, Art Arts, Humanities & Social Science Division/Library Santiago Canyon College

Part-time Hourly Hires/Rehires

Breeden, Emma Instructor, Psychology Arts, Humanities & Social Sciences Division Santiago Canyon College

Carrera, Steve Instructor, Kinesiology Mathematics & Sciences Division Santiago Canyon College

Duran, Manuel Instructor, Criminal Justice Human Services & Technology Division Santa Ana College

Eckman, Kenneth Instructor, Public Works (equivalency) Business and Career Technical Education Division Santiago Canyon College

Hiscocks, Ryan Instructor, Political Science Arts, Humanities & Social Sciences Division Santiago Canyon College

Hole, Jason Instructor, Mathematics Science, Mathematics & Health Sciences Division Santa Ana College

Kibler-McNerney, Joanna Instructor, ESL Continuing Education Division (OEC) Santiago Canyon College Effective: August 18, 2014 Amount: \$500.00 Reason: Course & Curriculum Development (Project 2311)

Effective: June 16, 2014 Hourly Lecture Rate: II-5 \$62.08

Effective: February 25, 2014 Hourly Lab Rate: III-3 \$50.26

Effective: February 21, 2014 Hourly Lecture/Lab Rates: I-3 \$56.63/\$45.58

> Effective: March 3, 2014 Hourly Lecture Rate: I-3 \$53.63

Effective: June 16, 2014 Hourly Lecture Rate: II-3 \$56.31

Effective: August 18, 2014 Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

> Effective: March 10, 2014 Hourly Lecture Rate: II-2 \$43.51

Page 3

6.1 (3)

FACULTY (CONT'D)

Part-time Hourly Hires/Rehires (cont'd)

Oropeza, Maria Program Facilitator - Matriculation Counseling & Student Support Services Division Santiago Canyon College

Peraza, Daniel Counselor Counseling & Student Support Services Division Santiago Canyon College

Rigby, Jeffrey Instructor, Anthropology Arts, Humanities & Social Sciences Division Santiago Canyon College

Smith, Timothy Instructor, Earth Science/Geology Science, Mathematics & Health Sciences Division Santa Ana College

Non-paid Instructors of Record

Lee, Jae Bong Instructor, Apprenticeship/Cosmetology Business & Career Technical Education Division Santiago Canyon College

Watson, Willie R Instructor, Apprenticeship/Power Lineman Business & Career Technical Education Division Santiago Canyon College

Non-paid Intern Service

Edwards Roman, Andrew Athletic Training Intern Kinesiology, Health & Athletics Division Santa Ana College Effective: February 24, 2014 Hourly Non-Instructional Rate: III-3 \$29.57

> Effective: March 10, 2014 Hourly Rate: II-3 \$47.86

Effective: June 16, 2014 Hourly Lecture Rate: III-3 \$58.12

Effective: March 11, 2014 Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Effective: March 10, 2014

Effective: March 3, 2014

Effective: March 11 – May 30, 2014 College Affiliation: Chapman University Discipline: Athletic Training

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Gomez, Elizabeth Graduate Intern/Outreach Student Services Santa Ana College

Rivera, Adelita University Intern/Outreach Student Services Santa Ana College Effective: March 11 – June 27, 2014 College Affiliation: CSU, Fullerton Discipline: Education

Effective: March 11 – June 27, 2014 College Affiliation: CSU, Fullerton Discipline: Education

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2014/2015 TENURE REVIEW RECOMMENDATIONS

NAME	TITLE	DISCIPLINE/ASSIGNMENT	DIVISION	LOCATION	TENURE STATUS
Arreguin, Marybel	Master Teacher	Early Head Start	Child Development Services	DO	Contract III (1st yr)
Jorquera, Paz	Master Teacher	SAC Early Childhood Education Center	Child Development Services	DO	Tenure
Salinas, Keo	Master Teacher	SAC Early Childhood Education Center	Child Development Services	DO	Tenure
Guerra, Maria	Master Teacher	SAC East Child Development Center	Child Development Services	DO	Tenure
Patton, Carrie	Asst Professor	High School Subjects	Continuing Education (CEC)	SAC	Contract II
Robledo, Joanna	Asst Professor/Counselor	Counseling	Counseling	SAC	Contract II
Saliba, Elizabeth	Asst Professor/Librarian	Library	Fine & Performing Arts/Library	SAC	Contract II
Benson, Kyla	Asst Professor	Family & Consumer Studies	Human Services & Technology	SAC	Contract II
Campbell, Alondo	Asst Professor	Sociology	Humanities & Social Sciences	SAC	Contract II
Moore, George	Asst Professor	Welding	Humanities & Social Sciences	SAC	Contract
Nyssen, Adam	Asst Professor	Kinesiology	Kinesiology, Health & Athletics	SAC	Contract II
Hager, Benjamin	Asst Professor	Mathematics	Science, Mathematics, & Health Sciences	SAC	Contract II
Lechuga, Janet	Asst Professor	Mathematics	Science, Mathematics, & Health Sciences	SAC	Contract II
Barnard, Rebecca	Asst Professor/Coordinator/Health Center Nurse	Health & Wellness Center	Student Services	SAC	Contract III (1st yr)
Gause, Tiffany	Asst Professor	Sociology	Arts, Humanities & Social Sciences/Library	SCC	Contract II
Crabill, Phillip	Asst Professor/Counselor	Counseling	Counseling & Student Support Services	SCC	Contract II
Jones, Vanessa	Asst Professor	Mathematics	Mathematics & Sciences	SCC	Contract I

Prepared by Penny Wilkerson Human Resources, 02/25/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET CLASSIFIED MARCH 10, 2014

CLASSIFIED

New Appointment

Stewart, Reuben	Effective: February 18, 2014
Custodian (CL14-0513)	Grade 4, Step 1 + 7.5% GY
Admin. Services/ SCC	\$35,250.97

Professional Growth Increments

Castillo, Norma Administrative Secretary/ Fire Tech./ SAC

Contreras Bright, Dora Career Guidance Coordinator/ Counseling/ SCC

Ishikawa, Junko International Student Program Specialist/SAC Effective: April 1, 2014 Grade 12, Step 6 + 5%L + 5PG(2500) \$63,459.92

Effective: April 1, 2014 Grade 13, Step 6 + 7.5%L + 7PG(3500) \$69,174.33

Effective: July 1, 2013 Retro Grade 11, Step 6 + 2.5% Bil + 2.5% L + 7PG (2250) \$60,153.42

Effective: February 10, 2014

Grade 13, Step 6 + 10% L \$67,201.64

Out of Class Assignment

Briceno, YasminaEffective: 02/18/14 - 06/30/14Information Systems Specialist/ AuxiliaryGrade 11, Step 6 + 2.5% L \$56,524.77Services/ SACServices/ SAC

Change in Position

Myers, Jacqueline From: Financial Aid Analyst To: Job Placement Coord. (CL13-0489)

Leave of Absence

Odle, Ann	Effective: 02/21/14 – 06/30/14
Reprographics Tech/ Publications/ District	Reason: FMLA – Intermittent

HUMAN RESOURCES CLASSIFIED DOCKET MARCH 10, 2014

Ratification of Resignation/Retirement

Hadland, Susan Admissions & Records Specialist II/ Admissions/ SAC	Effective: April 28, 2014 Reason: Retirement
Macias, Victor	Effective: February 21, 2014
Marketing Specialist/ SBDC/ District	Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Narvaez, Filadelfo	Effective: February 19, 2014
Custodian (CL14-0524)	19 Hours/Week 12 Month/Year
Admin. Services/ SCC	Grade 4, Step A \$15.71/Hour

Change in Position

Weiss, Scott	Effective: February 26, 2014
Video Technician/ Fine & Performing Arts/	From: Up to 19 Hours/School Session
SAC	To: 19 Hours/Week 12 Month/Year
	(CL14-0505)
	Grade 8, Step A \$18.71/hour

Out of Class Assignment

Barker, Hillary	Effective: 01/22/14 – 02/18/14
Administrative Clerk/ Human Services &	Grade 10, Step A \$19.80/Hour
Tech./ SAC	

TEMPORARY ASSIGNMENT

Ho, Huong Graduation Specialist/ Admissions/ SCC	Effective:	03/11/14 - 06/30/14
Le, Sophia Instructional Assistant/ Science & Math/ SAC	Effective:	03/25/14 - 06/08/14
Ledezma, Maricela Instructional Assistant/ Science & Math/ SAC	Effective:	03/25/14 - 06/08/14

HUMAN RESOURCES CLASSIFIED DOCKET MARCH 10, 2014

TEMPORARY ASSIGNMENT cont'd

Perez, Lorena Sr. Account Clerk/ Community Services/ Orange Education Center	Effective: 03/11/14 – 06/30/14
Additional Hours for On Going Assignment	
Flores, Maria Instructional Assistant/Orange Education Center	Effective: $01/27/14 - 06/30/14$ Not to exceed 19 consecutive days in any given period.
Narvaez Gomez, Filadelfo Custodian/ Admin. Services/ SCC	Effective: $03/11/14 - 06/30/14$ Not to exceed 19 consecutive days in any given period.
Trujillo, Gloria Instructional Assistant/ Orange Education Center	Effective: $01/27/14 - 06/30/14$ Not to exceed 19 consecutive days in any given period.
Truong, Vietly Instructional Assistant/ Orange Education Center	Effective: $01/27/14 - 06/30/14$ Not to exceed 19 consecutive days in any given period.
Substitute Assignments	
Barker, Hillary Administrative Clerk/ Fire Tech./ SAC	Effective: $01/22/14 - 02/18/14$ Not to exceed 19 consecutive days in any given period.
Gonzalez, Jose Custodian/ Admin. Services/ SAC	Effective: 02/24/14 – 06/30/14
Narvaez Gomez, Filadelfo Custodian/ Admin. Services/ SAC	Effective: $02/19/14 - 06/30/14$ Not to exceed 19 consecutive days in any given period.
Panotes, James Custodian/ Admin. Services/ SAC	Effective: 02/24/1406/30/14
Torres De Camino, Maria Teresa Custodian/ Admin. Services/ SAC	Effective: 02/24/14 – 06/30/14

HUMAN RESOURCES CLASSIFIED DOCKET MARCH 10, 2014

Substitute Assignments cont'd

Vazquez Cordova, San Juana	Effective:	02/24/14 - 06/30/14
Custodian/ Admin. Services/ SAC		

MISCELLANEOUS POSITIONS

Lazaris, Nick Community Services Presenter/SCC	Effective:	02/19/14
Le, Vy Child Development Intern I/ Child Dev. Services/ SAC	Effective:	02/18/14 - 06/30/14

Instructional Associates/Associate Assistants

Criminal Justice Bernabe, Daniel	Effective:	03/11/14
Camacho, Jason	Effective:	03/11/14
Garcia, Evelyn	Effective:	03/11/14
Guarneri, James	Effective:	03/11/14
Medina, Joseph	Effective:	03/11/14
Reyes, Kristen	Effective:	03/11/14
Nursing Magpali, Sheryl	Effective:	02/20/14

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2014

Abdul, Quayum	Amount:	\$ 196.27
Bradley, Sabrina	Amount:	\$ 28.20
Crowley, Debra	Amount:	\$ 350.00
Digilio, Gregory	Amount:	\$ 1,652.92

Stipends Effective January 11 – February 10, 2014

Hammonda, Elvin	Amount: \$ 1,000.00
Hogue, Tom	Amount: \$ 2,237.20
Moreno, George	Amount: \$ 723.36
Sheldon, Joel	Amount: \$ 210.00

VOLUNTEERS

Scolaro, Denise Non Student Volunteer/ Counseling/ SAC	Effective:	03/11/14 -06/30/14
Strickler, Cynthia Student Driver/ Phi Theta Kappa/SAC	Effective:	03/11/14 - 06/30/14

Santa Ana College STUDENT ASSISTANT LIST

Aguilar, Cristina Aracely Archer, Hede May Arevalo, Jose Luis Carraman, Jocelyn Ceniseros, Tina Herminia Cruz Tamayo, Yesenia Jazmin Doppenberg, Areanne Grace Mendoza Jasso Oyoque, Idalia Lien, Andrew Hao Khoa Lopez, Brenda Ly, Anh Quoc Tuan Mendez, Joyce Vania Raya, Jorge Salinas, Daniel	Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective: Effective:	02/05/14-06/30/14 02/11/14-06/30/14 02/05/14-06/30/14 02/05/14-06/30/14 02/05/14-06/30/14 02/05/14-06/30/14 02/12/14-06/30/14 02/11/14-06/30/14 02/11/14-06/30/14 02/11/14-06/30/14 02/11/14-06/30/14
Tran, Phuong Truc Tran, Tai Anh		02/11/14-06/30/14 02/11/14-06/30/14

Santiago Canyon College STUDENT ASSISTANT LIST

Cortez, Vanessa		
Garibay, Carolyn		
Johnston, Kevin		

Effective: 02/12/2014 - 06/30/2014 Effective: 01/13/2014 - 06/30/2014 Effective: 02/18/2014 - 06/30/2014 <u>AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES</u> (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ADVISORY COMMITTEE ON LEGISLATION Sacramento, CA – January 25, 2014

1 Board Member (John Hanna)